

写好合同的五十招(2) PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/264/2021_2022__E5_86_99_E5_A5_BD_E5_90_88_E5_c85_264182.htm 第二部分：开始起草

合同 7、 Start with a simple, generic contract form. The form in Appendix A is such a form. It provides a solid starting point for the structure of the contract. Like a house, a contract must have a good, solid foundation. 7、 从简单、的典型的合同入手。附录A就是一个简单、的典型的合同，它提供了一个合同的基本支架。像房子一样，一个合同必须有一个牢固的根基。 8、 State the correct legal names of the parties in the first paragraph. As obvious as this is, it is one of the most common problems in contracts. For individuals, include full first and last name, and middle initials if available, and other identifying information, if appropriate, such as Jr., M.D., etc. For corporations, check with the Secretary of State where incorporated. 8、 在合同的第一段要写清楚双方的名称，这是个简单而又不得不引起重视的问题。如果是个人，要写清姓和名,中间有大写字母和其他身份信息的，也要注明，例如：jr.,M.D等等；如果是公司，为避免弄错，写名称时可以到公司注册地的相应机构去核对一下。 9、 Identify the parties by nicknames. Giving each party a nickname in the first paragraph will make the contract easier to read. For example, James W. Martin would be nicknamed "Martin." 9、 确定合同双方的别称（简称）。为便于阅读，一般要在合同的第一段为双方弄一个别称，如：将詹姆士.马丁简写为“马丁”。 10、 Be careful when using legal terms for nicknames. Do not use "Contractor" as a

nickname unless that party is legally a contractor. Do not use "Agent" unless you intend for that party to be an agent, and if you do, then you better specify the scope of authority and other agency issues to avoid future disagreements.

10、使用法定术语作为双方当事人的别称时，要小心。除非一方当事人在法定上就是承包人，否则不要将“承包人”作为其别称。同样，除非你想让一方当事人成为法定上的代理人，否则不要称其为“代理人”，如果坚持要用，最好明确一下代理范围并找到其他可以避免将来争执的方案。

11、Include a blank for the date in the first paragraph. Putting the date in the first paragraph makes it easy to find after the contract is signed. It also makes it easy to describe the contract in other documents in a precise way, such as the "December 20, 2000, Contract for Sale of Real Estate."

11、在合同的第一段要为书写签约时间留下空格。把签约时间放在第一段，当合同签署后，你就能够很容易地找到它，而且，这样做还可以给你在其他相关文件中准确地描述这个合同提供帮助，范例如：不动产买卖合同，订立于2000年12月20日

12、Include to provide background. Recitals are the "whereas" clauses that precede the body of a contract. They provide a simple way to bring the contracts reader (party, judge or jury) up to speed on what the contract is about, who the parties are, why they are signing a contract, etc. The first paragraph in the body of the contract can incorporate the recitals by reference and state that they are true and correct. This will avoid a later argument as to whether or not the recitals are a legally binding part of the contract.

12、书写引述语。引述语是指那些放在合同主体前面的“鉴于”条款。书写此

类条款的目的是为了让读者（通常指合同双方，法官，陪审团）很快地了解到合同的主要内容是什么，合同双方是谁，以及他们为什么签订合同，等等。当然，合同主体的第一段也可以加上引述语并陈述其是真实准确的，如果这样做了，合同双方将来就不会争执：引述语作为合同的一部分是否具有法律效力？

13、 Outline the contract by writing out and underlining paragraph headings in their logical order. The paragraphs should flow in logical, organized fashion. It is not necessary to write them all at once. you can write them as you think of them. Try to group related concepts in the same paragraphs or in adjacent paragraphs. For example, write an employment contracts initial paragraph headings like this: Recitals. Employment. Duties.

Term. Compensation. 13、 按逻辑顺序列出合同段落的标题词。合同的段落是按一定的逻辑顺序组织起来的，当然，你并不需要一下子列出所有段落的标题词，想到多少就写多少，不过，这些标题词要力求总结出每个段落或相关段落的内容。比如：撰写劳动合同时列出的标题词就像下面这些：引述语，聘用，职责，期限，赔偿。 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com