

MAKING THE PEN MIGHTIER THAN THE SWORD

Negotiating, drafting and litigating financial services agreements that put you in the best position when conflicts arise

Complimentary Seminar ■ Live in Dallas ■ February 25, 2010

Have you checked your boilerplate lately? There is no longer anything standard about the “standard” language in financial services contracts. Whether you are drafting or litigating origination documents, workouts or settlement agreements, you won’t want to miss this seminar! Otherwise, you could be litigating in an unfriendly forum, fighting over representations made before the contract was signed or find yourself without adequate remedies when the other side defaults. Learn how to minimize your risks and strengthen your position by effective negotiation and drafting.

Who Should Attend:

This seminar is for any professional who regularly negotiates, drafts or litigates financial services contracts, including in-house counsel, transactional lawyers, special assets and workout professionals and litigators. If you deal with contracts on the front end or after the fighting starts, this program is for you.

Agenda:

11:30 – 12:15 Registration and Lunch

12:15 – 12:30 Opening Remarks

12:30 – 1:00 Arbitration Clauses

In this session, you will learn the pros and cons of arbitration so you can decide whether to include an arbitration clause in your contract. We will address the enforceability of arbitration clauses and how to customize your clauses to keep costs down.

1:00 – 1:30 Forum-Selection, Venue and Choice of Law Provisions

Learn the scope and standards for enforcing forum selection and venue clauses, defenses to the clauses and tips for filing or defending against a motion to dismiss based on a forum-selection clause. Also learn how to apply the state’s law that you want, regardless of forum.

1:30 – 2:00 Indemnity Clauses

This session covers the drafting and effect of indemnity clauses, the “express negligence” doctrine, conspicuousness, and the accrual of the claim. Also learn whether it is possible to have a first party indemnity claim or whether it is solely for third party actions.

2:00- 2:15 Break

2:15 – 3:00 Remedies Clauses

When disputes arise, often the most important clauses relate to remedies. We will discuss clauses that assist a party in enforcing their rights such as injunctions, receiverships, attachments and foreclosures, as well as limitation of liability clauses, liquidated damages provisions and recovery of attorneys’ fees and expenses.

3:00 – 3:20 Jury Waiver

Waiving a party’s constitutional right to a trial by jury may be advisable, but you need to make sure your boilerplate is enforceable. Learn drafting tips and the state of the law in Texas on enforcing these provisions.

3:20 – 3:45 Merger Clauses

Where does the contract begin and end? Learn how to make sure that the parties are held to the “four corners” of the contract you negotiated. This topic includes merger provisions, the concept of ambiguity and clauses that restrict reliance on prior oral representations.

3:45 – 4:30 Panel Discussion: The View From 10,000 Feet

The noted speakers will take a big picture look at the drafting of financial services contracts and negotiation of standard contract provisions. What approach should you use? When would you want to use one over another? They will also discuss trial and appellate tips for litigating on these contract provisions.

4:30 – 5:30 Reception

Seminar Information

Date:

Thursday, February 25, 2010

Time:

11:30 – 4:30 Seminar
4:30 – 5:30 Reception

Location:

Winstead PC
1201 Elm Street
Suite 5400
Dallas, TX 75270

Parking validation will be provided for the Renaissance Parking Garage located at the intersection of Field and Pacific

3.75 CLE credit hours (TX)

RSVP to

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Speakers

Justice Craig Enoch
David Johnson
Mark Johnson
John Kincade
Brian Morris
Keith Mullen
Joel Reese
Teresa Schneider
Melissa Stewart

