

Contracts and Negotiating  
for the  
Businessperson  
*(You and Your Lawyer)*



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Peter Sivigila

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*for anne*



## Sonnet for Lovers Apart

Time is but impediment to our thought  
When distance our love must transcend,  
And affirmation itself comes to naught,  
A thread which would the past and future mend.

Displacement to the reader is a curse,  
For what seems now has been and so no more,  
And hoping that it *is* but makes it worse,  
The future? - at best words from before.

And yet, *these* words the place of time must take,  
Displace that distance which sorely stands between,  
Convey all thoughts which on the instant break,  
And leave them in her lap, a present dream.

So even as to this your eyes you lend,  
I love you, and by this time and space transcend.





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*Writing Contracts - A Distinct Discipline*, by Peter Siviglia, Carolina Academic Press.\*

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\* Heck, I learned from the great ones like Bach, Beethoven and Vivaldi. They all lifted material from their own works to use in new compositions.



## *About the Author*

Peter Siviglia received a B.A. from Williams College in 1961, an M.A. from Brown University in 1962, and a J.D. from Harvard University in 1965. Since graduating from law school, he has practiced law in New York, representing entrepreneurs, banks and corporations, both domestic and international, involving corporate matters, finance, intellectual property, real estate, acquisitions and shipping. His publications include *Exercises in Commercial Transactions* (Carolina Academic Press, 1995); *Writing Contracts: A Distinct Discipline* (Carolina Academic Press, 1996, 2nd printing 2001); and *Commercial Agreements: A Lawyer's Guide to Drafting and Negotiating* (Lawyers Cooperative Publishing, 1993; rev'd. ed. 1997, Thomson/West, supplemented annually). He has also written numerous articles on writing contracts and other legal topics.

Mr. Siviglia's current occupation is trying to catch trout, but since his wife will not let him retire, he also continues to practice law as a hobby, and writes.



## *Prelude*

### *The Best Contract*

Contracts are the arteries of commerce; yet I often tell my clients: “The best contract is one that’s thrown in the file after it is signed and never looked at again.”

Then I tell them: “A contract is only as good as the parties that sign it.”

The balance of this book is dedicated to the first principle: producing the best contract.

As for the second principle: a contract’s being only as good as the parties to it, I leave implementation of that observation to you.