



## Contracts Overview Through Applications

FRIDAY, FEBRUARY 27, 2026

Approved for 4.0 CLE credits (3.75 Law & Legal Procedure + 0.25 Ethics)  
\$159 - Standard/Non-Section Members

**Washington State Bar Association**  
1325 Fourth Ave., Suite 600 | Seattle, WA 98101

WEBCAST  
ONLY

### DESCRIPTION

Attorneys approach contracts differently based on their role and organization. This seminar will focus on a few applications, NDA and confidentiality agreements with a nonprofit and choice of law/forum selection and reviewing Article 2 like a litigator from two academic perspectives. The seminar will conclude with a review of an alternative to the AI drafting choice, a free contract exemplar database.

### FACULTY

**Professor John F. Coyle** - UNC School of Law, Chapel Hill, NC

**Szilvia Szilagyi** - Washington State Bar Association, Seattle

**Sidney Delong** - Seattle University School of Law, Seattle

**Howard Kwon** - University of Miami School of Law, Coral Gables, FL

**Robert McKee** - California Attorney General, Sacramento, CA

### SCHEDULE

**8:10 a.m. > Webcast Log-In Opens**

**8:25 a.m. > Welcome and Introductions**

- Jennifer Holderman - Washington State Bar Association

**8:30 a.m. > The Secret Language of Choice-of-Law and Forum Selection Clauses**

*60 minutes, 1.0 credits L&LP*

This presentation discusses a number of submerged issues that warrant attention when you are drafting, negotiating, and litigating choice-of-law and forum selection clauses.

- Professor John F. Coyle - UNC School of Law, Chapel Hill, NC

**9:30 a.m. > Confidentiality and Compliance: Crafting NDAs That Work**

*60 minutes, 0.75 credits L&LP and 0.25 Ethics*

Nondisclosure agreements (NDAs) are a cornerstone of vendor and business-to-business contracts, safeguarding trade secrets, and other sensitive commercial information. This CLE session will focus on NDAs and confidentiality under Washington law, offering practical guidance on drafting enforceable NDAs that comply with state regulations.

Attendees will learn:

- How to craft NDAs that align with current legal standards
- Which NDA clauses may be void as a matter of public policy (e.g., provisions restricting discussion of illegal conduct)
- Key components of effective confidentiality agreements and common drafting pitfalls
- Ethical considerations for attorneys, including intersections with the Washington Rules of Professional Conduct

This program provides actionable strategies to help lawyers protect sensitive information while upholding legal and ethical obligations.

- Szilvia Szilagyi - Washington State Bar Association, Seattle

**10:30 a.m. > BREAK**

CONTINUED >

# WSBA CLE #26209 WEB

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**Professor John F. Coyle** - UNC

*School of Law, Chapel Hill, NC*

**Szilvia Szilagyi** - Washington

*State Bar Association, Seattle*

**Sidney Delong** - Seattle

*University School of Law, Seattle*

**Howard Kwon** - University of

*Miami School of Law, Coral*

*Gables, FL*

**Robert McKee** - California

*Attorney General, Sacramento, CA*

## SCHEDULE

### 10:45 a.m. > Article 2 From Opening to Endgame

*60 minutes, 1.0 credits L&LP*

A commercial litigator engaged in a sale of goods dispute quickly discovers that the rules of Article 2 do not apply themselves, an indeterminacy that offers both hope and risk. Every rule of Article 2 presents tactical opportunities for both sides in its interpretation and application. This presentation will illustrate this claim by using hypothetical situations in which a litigator should consider several tactics that are not apparent from the text of Article 2: statute of frauds discovery techniques; winning the battle of the forms by using rolling contracts; documenting oral agreements with stealth confirmations; superseding oral agreements by using the parol evidence rule; securing favorable terms by using trojan horse invoices; shifting burdens of proof by strategic rejections of goods; inducing a repudiation by (ab)using a demand for assurances of performance; checkmating a buyer with the notice of breach rule; “running out the clock” on statutes of limitations; and maximizing remedies for non-conforming deliveries. But a skilled litigator must also play defense: each of these tactics is vulnerable to counter-argument. And all of them are also vulnerable to proper planning: a well-drafted sales contract can avoid all the risks lurking in the text of Article 2.

- **Sidney Delong** - *Seattle University School of Law, Seattle*

### 11:45 a.m. > Contract Legal Tech for the Masses:

**Free, Online and Non-AI**

*60 minutes, 1.0 credits L&LP*

This CLE presentation promotes the use of free and accessible legal tools designed to enhance and assist transactional professionals in the drafting and negotiation of commercial contracts. In particular, the instructors demonstrate the use of the [Contract Codex](#) and the [Contract Reference Tool](#), each of which is available to anyone with a web browser and without the need for paid subscriptions or special proprietary software or hardware platforms. The goal of this presentation is to make the legal community aware that reliable and helpful legal tech tools do not have to be expensive or AI-based.

- **Howard Kwon** - *University of Miami School of Law, Coral Gables, FL*
- **Robert McKee** - *California Attorney General, Sacramento, CA*

### 12:45 p.m. > Adjourn • Complete Online Evaluations

# Contracts Overview through Applications

Friday, February 27, 2026 • #26209 WEB

## REGISTRATION

To register online, please go to the [registration page](#). Click to add to cart and complete your purchase. You may pay by credit card, or via ACH. Alternatively, you may print and mail an invoice seven business days prior to the program along with your check payable to WSBA. Credit card payments by mail or fax are no longer accepted. Note, our service provider will charge you a separate, non-refundable transaction fee of 2.5% on all bank card transactions.

Effective Oct. 1, 2025, applicable sales tax will be applied to all live seminar registrations (in-person or virtual). For more information, refer to changes to [Washington sales tax law](#).

If special accommodations are needed, please email [cle@wsba.org](mailto:cle@wsba.org) or call toll-free at 1-800-945-9722.

*Please omit my name from the networking list made available to exhibitors and/or attendees.*

### PRICING INFORMATION

**#26209 WEB, attend via webcast, 02/27/26**

\$159 - Standard

#### Seminar Registration Transfers, Refunds and Cancellations

In most circumstances, if you cannot attend the live event, we can transfer your registration to the on-demand product, once available (8-10 weeks from the program delivery date). Generally, for webcast/webinar registrations, tuition fees may be refunded, less \$25 for processing, for written cancellations postmarked, emailed, or faxed up to the start of the event. For in-person registrations, tuition fees may be refunded, less \$25 for processing, for written cancellations postmarked, emailed, or faxed by 5 p.m. up to three business days before the event. No refunds will be provided after the dates specified. You may also send a substitute in lieu of canceling. *When applicable, specific exceptions to these policies will be noted on individual event registration pages.* Please email [cle@wsba.org](mailto:cle@wsba.org) with any requests or questions.

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