

## 1: c++ - How to avoid boilerplate code constructors? - Stack Overflow

*Beware of boilerplate and outdated language. A small change in the details could require large revisions to the agreement. To avoid problems during the negotiation of the purchase agreement or at the closing table, consult with a reputable attorney experienced in corporate aviation.*

Issuers, underwriters and counsel spend countless hours and great effort to draft and refine public company disclosure. One of the major factors stoking this process is the desire to avoid or mitigate liability under the securities laws, often referred to as draconian. A powerful protective tool in the hands of the disclosure drafters and reviewers is the treatment under federal securities laws for forward-looking statements. Forward-looking statements in the context of corporate disclosure generally include soft information such as estimates, projections, plans and objectives that are unverifiable. What makes the protections for forward-looking statements so useful is that they can be attained with relatively little effort compared to the time that goes into the drafting process for disclosure documents as a whole. And when done properly, forward-looking statements disclosure can act as a shield that is difficult to penetrate. Despite this fact, forward-looking statements legends can be overlooked and copied from document to document with little or no changes. A little work now can go a long way to avoid serious headaches and costly litigation later. For example, two hot areas where issuers are encouraged to consider updates to their forward-looking statements cautionary language include risks related to cybersecurity breaches and conflict minerals disclosure and supply chain issues. The Safe Harbor and Bespeaks Caution Doctrine The Private Securities Litigation Reform Act of 1995 created a multi-pronged safe harbor that shields a covered person from liability for written or oral forward-looking statements under certain conditions. The safe harbor can be secured using any one of the three prongs that focus on: Identification and use of meaningful cautionary statements. Knowledge of the falsity or misleading nature of the statement. Securing the Safe Harbor guides issuers, executives, underwriters and practitioners in understanding the protections afforded to forward-looking statements. It also examines the steps that should be taken when preparing securities offering documents, Exchange Act reports and other corporate disclosure such as disclosure issued in the ordinary course of business or in the context of an offering to take advantage of these significant protections. This Note covers the bespeaks caution doctrine where the safe harbor is inapplicable and what to do when forward-looking statements end up being inaccurate after they are made. It also covers navigating forward-looking statements made orally for example, on earnings calls and some tricky points to keep in mind, especially when transcribing oral forward-looking statements. At least quarterly, issuers and their counsel should review the forward-looking statements legend they are including in their disclosure and the corresponding factors that can prevent projections from materializing. Sample Forward-looking Statements Legends Practical Law has several forms of forward-looking statement legends to aid in creating a first draft or to review with fresh eyes previously drafted legends. Standard Safe Harbor Legend can be used as part of a variety of public company disclosure documents, Exchange Act reports, press releases or other documents. It may be used for disclosures issued in connection with a securities offering other than an IPO or for disclosures issued in the ordinary course of business. The statutory safe harbor for forward-looking statements does not apply to IPO registration statements so issuers and their representatives can look to the bespeaks caution doctrine for liability protection. For this reason and because IPO prospectuses are inherently more speculative than those of established public issuers, the forward-looking statements legends used for IPOs differ from the safe harbor legends used for issuers and documents that are covered by the statutory safe harbor. Earnings Releases can be used for earnings releases. The placement of the legend is not of primary importance and it can vary. However, the most typical placement of the legend for earnings releases is the end of the text of the release, but it should be placed before the earnings conference call information and before the condensed financial statements. Issuers that include earnings information in the body of the Form 8-K filing itself should also include the legend in the body. Those issuers that simply incorporate the earnings release by reference into the Form 8-K only include the legend in the release and not in the body of the Form 8-K. No claim to original U.

### 2: Standard form contract - Wikipedia

*Frameworks are a way to avoid some boilerplate too. Sometimes they encourage boilerplate, but other times they do things for you. You could try Spring annotations to avoid explicitly passing things around.*

Theoretical issues[ edit ] There is much debate on a theoretical level whether, and to what extent, courts should enforce standard form contracts. On one hand, they undeniably fulfill an important role of promoting economic efficiency. Standard form contracting reduces transaction costs substantially by precluding the need for buyers and sellers of goods and services to negotiate the many details of a sale contract each time the product is sold. On the other hand, there is the potential for inefficient, and even unjust, terms to be accepted by signatories to these contracts. Such terms might be seen as unjust if they allow the seller to avoid all liability or unilaterally modify terms or terminate the contract. They might be inefficient if they place the risk of a negative outcome, such as defective manufacturing, on the buyer who is not in the best position to take precautions. There are a number of reasons why such terms might be accepted: The prospect of a buyer finding any useful information from reading such terms is correspondingly low. Coupled with the often large amount of time needed to read the terms, the expected payoff from reading the contract is low and few people would be expected to read it. Access to the full terms may be difficult or impossible before acceptance Often the document being signed is not the full contract; the purchaser is told that the rest of the terms are in another location. This reduces the likelihood of the terms being read and in some situations, such as software license agreements , can only be read after they have been notionally accepted by purchasing the good and opening the box. These contracts are typically not enforced, since common law dictates that all terms of a contract must be disclosed before the contract is executed. Boilerplate terms are not salient The most important terms to purchasers of a good are generally the price and the quality, which are generally understood before the contract of adhesion is signed. Terms relating to events which have very small probabilities of occurring or which refer to particular statutes or legal rules do not seem important to the purchaser. This further lowers the chance of such terms being read and also means they are likely to be ignored even if they are read. There may be social pressure to sign Standard form contracts are signed at a point when the main details of the transaction have either been negotiated or explained. Social pressure to conclude the bargain at that point may come from a number of sources. The salesperson may imply that the purchaser is being unreasonable if they read or question the terms, saying that they are "just something the lawyers want us to do" or that they are wasting their time reading them. If the purchaser is at the front of a queue for example at an airport car rental desk there is additional pressure to sign quickly. Finally, if there has been negotiation over price or particular details, then concessions given by the salesperson may be seen as a gift which socially obliges the purchaser to respond by being co-operative and concluding the transaction. Standard form contracts may exploit unequal power relations If the good which is being sold using a contract of adhesion is one which is essential or very important for the purchaser to buy such as a rental property or a needed medical item then the purchaser might feel they have no choice but to accept the terms. This problem may be mitigated if there are many suppliers of the good who can potentially offer different terms see below , although even this is not always possible for instance, a college freshman may be required to sign a standard-form dormitory rental agreement and accept its terms, because the college will not allow a freshman to live off-campus. Some contend that in a competitive market, consumers have the ability to shop around for the supplier who offers them the most favorable terms and are consequently able to avoid injustice. However, in the case of credit cards and other oligopolies , for example, the consumer while having the ability to shop around may still have access to only form contracts with like terms and no opportunity for negotiation. Also, as noted, many people do not read or understand the terms so there might be very little incentive for a firm to offer favorable conditions as they would gain only a small amount of business from doing so. Common law status[ edit ] As a general rule, the common law treats standard form contracts like any other contract. Signature or some other objective manifestation of intent to be legally bound will bind the signor to the contract whether or not they read or understood the terms. The reality of standard form contracting, however, means that many common law jurisdictions have developed special

rules with respect to them. In general, in the event of an ambiguity, the courts will interpret standard form contracts *contra proferentem* against the party that drafted the contract, as that party and only that party had the ability to draft the contract to remove ambiguity. Generally[ edit ] Standard form contracts are generally enforceable in the United States. The Uniform Commercial Code which is followed in most American states has specific provisions relating to standard form contracts for the sale or lease of goods. Furthermore, standard form contracts will be subject to special scrutiny if they are found to be contracts of adhesion. Contracts of adhesion[ edit ] The concept of the contract of adhesion originated in French civil law, but did not enter American jurisprudence until the Harvard Law Review published an influential article by Edwin W. The special scrutiny given to contracts of adhesion can be performed in a number of ways: If the term was outside of the reasonable expectations of the person who did not write the contract, and if the parties were contracting on an unequal basis, then it will not be enforceable. The reasonable expectation is assessed objectively, looking at the prominence of the term, the purpose of the term and the circumstances surrounding acceptance of the contract. Where the other party has reason to believe that the party manifesting such assent would not do so if he knew that the writing contained a particular term, the term is not part of the agreement. This is a subjective test focusing on the mind of the seller and has been adopted by only a few state courts. The doctrine of unconscionability is a fact-specific doctrine arising from equitable [ citation needed ] principles. Unconscionability in standard form contracts usually arises where there is an "absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms which are so oppressive that no reasonable person would make them and no fair and honest person would accept them. One line of cases follows *ProCD v. Zeidenberg* which held such contracts enforceable e. *Brower v Gateway* , and the other follows *Klocek v. Gateway, Inc* , which found them unenforceable. These decisions are split on the question of assent, with the former holding that only objective manifestation of assent is required while the latter require at least the possibility of subjective assent. Canada[ edit ] In Canada, exclusion clauses in a standard form contract cannot be relied on where a seller knows or has reason to know a purchaser is mistaken as to its terms *Tilden Rent-A-Car Co. Australia*[ edit ] Standard form contracts have generally received little special treatment under Australian common law. However the defendant successfully appealed to the High Court so currently there is no special treatment of standard form contracts in Australia. The unfairness can be procedural or substantive. Legislation[ edit ] In recognition of the consumer protection issues which may arise, many governments have passed specific laws relating to standard form contracts. These are generally enacted on a state level as part of general consumer protection legislation and typically allow consumers to avoid clauses which are found to be unreasonable, though the specific provisions vary greatly. Some laws require notice to be given for these clauses to be effective, others prohibit unfair clauses altogether e. *Victorian Fair Trading Act* United Kingdom[ edit ] Section 3 of the *Unfair Contract Terms Act* limits the ability of the drafter of consumer or standard form contracts to draft clauses which would allow him to exclude liability in what is termed an exclusion clause - the act does not per se render ineffective provisions in other areas which to the layman appear "unfair". Where a contract is negotiated the provisions of the act likely would not apply - the law protects from a lot of things but openly making a bad bargain is not one of them. Israel[ edit ] The *Standard Form Contract Act* defines a set of depriving conditions that may be canceled by a court of law, including unreasonable exclusion or limitation of liability, unreasonable privileges to unilaterally cancel, suspend or postpone the execution of the contract and to change any fundamental charges or pricing, transfer of liability for the execution of the contract to a third party, unreasonable obligation to use the services of a third party or to limit, in any way, the choice of contracting third parties, denial of legal remedy, unreasonable limitations on contractual remedies or setting unreasonable conditions for the consummation of the remedy, denying or limiting the right for legal procedures, exclusive rights to decide on the location of the trial or arbitration, obligatory arbitration with unilaterally control over the arbitrators or the location of the arbitration and setting the holder of the burden of proof contrary to common law. The act also establishes a *Standard Form Contract Court*, chaired by a district judge and consists of a maximum of 12 members, appointed by the justice minister, including an acting chairman also a district judge , civil servants no more than a third and, at least, 2 consumer organization representatives. The court holds hearings regarding appeals against standard

## AVOID BOILERPLATE pdf

form contract clauses or approval of a specific standard form contract at the requests of a provider. Lithuania[ edit ] Standard conditions in Lithuania shall be such provisions which are prepared in advance for general and repeated use by one contracting party without their content being negotiated with another party, and which are used in the formation of contracts without negotiation with the other party. Standard conditions prepared by one of the parties shall be binding to the other if the latter was provided with an adequate opportunity of getting acquainted with the said conditions Article 6. Standard conditions of contracts, Lithuanian Civil Code. Civil law countries[ edit ] Russia[ edit ] In July , Russian Dmitry Agarkov won a court case against Tinkoff Bank after he altered the standard form contract he had received in the mail. The bank, failing to notice the changes, accepted the application and gave him an account based on the amended contract. The judge ruled that the bank was legally bound to the contract it had signed. Agarkov is further suing the bank for failing to comply with the terms he had added to the contract, which it had unwittingly agreed to by signing the contract. They said what usually their borrowers say in court:

### 3: How to avoid boilerplate code for database lookups | The [www.enganchecubano.com](http://www.enganchecubano.com) Forums

*A reminder to avoid overlooking the importance of forward-looking statements legends by keeping them current, relevant and focused on an issuer's true risks. Issuers, underwriters and counsel spend countless hours and great effort to draft and refine public company disclosure. One of the major.*

### 4: Avoid Boilerplate and Complacent Forward-looking Statements | Practical Law

*Improve performance, avoid boilerplate code and follow some best-practices when fetching object lists [www.enganchecubano.com](http://www.enganchecubano.com) apps. Complex applications within the corporate environment (e.g. ERPs) usually.*

### 5: Common Boilerplate Provisions in Contracts | [www.enganchecubano.com](http://www.enganchecubano.com)

*I have a lot of value objects in my project. I'm using project lombok to eliminate some boilerplate, so my value objects look like the following one.*

### 6: From the Bench: Judge's tips: try a "pocket brief"; avoid boilerplate pleadings " Minnesota

*@JanTuro, not an answer to your question. but i'd argue that you should take a look at your design. Derived class is a base class with some special part. Both the base class part and derived class part needs to be constructed by user supplied parameters.*

### 7: builder - Java BuilderTestPattern - how to avoid boilerplate? - Stack Overflow

*Hi Yeoman, From your description, I suggest you could add a custom attribute for the label control, and bind the code property. You could refer to the following sample.*

### 8: Auto Macros - ScalikeJDBC

*Andcre (android creator) is a python script to avoid boilerplate configs, code etc and create professional and ready to use Android projects. "Project created with andcre" Requirements.*

*Season Reflections Doing good business or just doing good : competing human rights frameworks at the World Bank Galit A. Sar The Grass Grows Greener III. Manipulation and Abuse of Technology A bio-bibliographical dictionary of twelve-tone and serial composers Insert a into a latex ument Dictionary of scientific literacy Essential to the identification of the informal processes and cultural The unfortunate war spawns the myth The Special Collection Charles Courtney, Xavier Godinot, and Qunetin Wodon If you do not protect your products, nobody will do it for you Father Bedes misfit Money Under the Table Introduction Rosine Jozef Perelberg Wooden shoes, their makers and their wearers Lightposts for living Hebrew life and literature Know any of these women? The Golden Compass for Character-Based Decision Making William L. Mitchell. Claims transmitting a copy of the findings of the court in the case of William L. Mi Jude Deveraux James River Trilogy (Counterfeit Lady, Lost Lady River Lady, 3-in-1 Trilogy) First Signs (Early Sign Language) Introduction real analysis bartle When I Am Ten Years Old Some lies and errors of history. Maha-bharata (The Epic of Ancient India Condensed into English Verse) The art of home furnishing and decoration The theory of the cost-of-living index The third skill : emotional awareness The Champions Classic, Vol. 1 Paradise lost, a poem in twelve books. By John Milton; with explanatory notes a life of the author, by Re John Kings question class LA Salle and the Explorers of the Mississippi (World Explorers) Europeans arrive at the river Lectures on art, delivered in support of the Society for the Protection of Ancient Buildings Ch. 17: Final search Life and work at the Great pyramid during the months of January, February, March, and April, A.D. 1865 World history subject test practice How to build use greenhouses*