**Ken’s Notices Provision and Related Resources**
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Hi everyone. I hope you find this notices provision helpful; you’re welcome to use it as you wish, without attribution. But you should consider it an educational resource; I’m not your lawyer, and I’m not guaranteeing any particular outcome if you do use it. Bear in mind it’s a work in progress; I wouldn’t be surprised if I make changes. If you can improve it, let me know! I’m at ken@legalsifter.com.

# Notices

## A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

### if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

### if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;

### if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section \_\_ (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgment of a message for purposes of this section 1; and

### if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

## For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 1. [A notice also sent to a nonparty designated in this section 1(e) is irrelevant in determining when that notice was received by a party.]

To Acme: [Address]
[Email address]

[With a copy to: [Address]
[Email address]]

To Widgetco: [Address]
[Email address]

[With a copy to: [Address]
[Email address]]

## If a notice addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next business day.

**Some Resources**

* [*Thoughts on Delivery “By Hand,”*](https://www.adamsdrafting.com/thoughts-on-delivery-by-hand/) Adams on Contract Drafting
(7 Feb. 2021)
* [*Here’s How the “Has a Duty” Test Works*](https://www.adamsdrafting.com/heres-how-the-has-a-duty-test-works/), Adams on Contract Drafting (20 Aug. 2020)
* [*Giving Notice by Email Only? I’d Rather Not*](https://www.adamsdrafting.com/giving-notice-by-email-only/), Adams on Contract Drafting (6 Apr. 2020)
* [*The Published Version of the Quick Reference to the Categories of Contract Language*](https://www.adamsdrafting.com/published-version-quick-reference-categories-of-contract-language/), Adams on Contract Drafting (3 Feb. 2018)
* [*The Problem with “Personal Delivery,”*](https://www.adamsdrafting.com/the-problem-with-personal-delivery/) Adams on Contract Drafting
(6 Sep. 2012)
* Tweet on what to call something other than an electronic version of a writing: <https://twitter.com/AdamsDrafting/status/1374193828240965632>