# Location, Location, Location: Drafting Enforceable Forum-Selection Clauses under Atlantic Marine

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Following the Supreme Court's decision in *Atlantic Marine Construction Company, Inc. v. United States District Court for the Western District of Texas*, 134 S. Ct. 568 (2013), forum-selection clauses in contracts appeared ironclad and impossible to circumvent in federal court. After all, in *Atlantic Marine*, the Court held that "a valid forum-selection clause [should be] given controlling weight in all but the most exceptional cases" and will be enforced under the transfer provisions of 28 U.S.C. § 1404(a). *Id*. at 579, 581-82.

Over the last year, however, some lower courts have chipped away at the seemingly impenetrable shield that *Atlantic Marine* afforded to forum-selection clauses challenged in federal court. The recent decisions that distinguish and decline to enforce forum-selection clauses under *Atlantic Marine* offer valuable lessons to practitioners on "*what not to do*" when counseling clients and drafting forum-selection clauses.

To read the full article, please click here.