**Syllabus for Contracts**

**Spring 2021**

Professor Peter Molk, pmolk@law.ufl.edu

Class: Monday/Tuesday/Wednesday, 10:40-11:55, HH 355B

Office hours: Monday 10:00-10:30, Tuesday/Wednesday 2:40-3:10, or by appointment

Link for office hours: <https://ufl.zoom.us/j/4511008699>

# COURSE OBJECTIVES AND LEARNING OUTCOMES:

# This course will introduce you to fundamental principles of contract law. By the end of the course, you should be able to:

# Describe the common law and statutory foundations of contract law;

# Demonstrate an understanding of the contract law principles that govern the process of resolving contract law disputes;

# Explain the drafting choices that parties make when designing contracts;

# Explain how policy goals have contributed to the development of contract law and related doctrines; and

# Apply strategic and practical considerations throughout the entire process of filing and litigating a contract law dispute.

**COURSE MATERIALS:**

Our casebook is Knapp, Crystal, & Prince, Problems in Contract Law: Cases and Materials (9th ed. 2019). You do not need to purchase a statutory supplement, as those materials are freely available online.

**EXPECTATIONS:**

Class will start on time and end on time. I expect you to attend every class and to arrive on time. Regular class attendance is required as a condition of receiving course credit. If you miss more than **seven** classes, you will receive a failing grade for the course. Observance of religious holidays or coronavirus-related absences (see below) do not count toward your seven absences. Please notify me in advance of such religious or coronavirus absences by email. If you are going to miss class for another reason, you do not need to notify me.

Students may not take, circulate, or post photos or videos of classroom discussions, whether they are in-person, hybrid, or completely online. Students failing to follow this rule will be referred to the College of Law Honor Code Council and the University’s Office of Student Conduct and Conflict Resolution.

# ASSIGNMENTS:

The reading assignments are available on our course webpage. They are subject to change from time to time. There are also four problems that will be assigned during the semester to be turned in for credit. They will be graded on a pass-fail basis. Problems must be emailed to me by the start of the corresponding class. Problems submitted after class begins will receive no credit.

You should expect to spend approximately two hours on out-of-class preparation for every hour of in-class instruction.

# EXAM AND GRADE:

# Each of the four problems will be worth 5% of your final grade. The final exam constitutes the remaining 80% of your grade. To assist in your exam, you may use any non-human, non-real-time-internet resources you desire. The exam must be taken at the scheduled date and time except in a case of family or medical emergency or accommodation made by the Office of Student Affairs. The law school policy on exam delays and accommodations can be found at <https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/current-students/forms-applications/exam-delays-accommodations-form>.

Participation and attendance will also be factored into your final grade and will count for no more than a one-step increase or decrease in your final grade, but such adjustments will be unusual except in the case of a history of late arrivals to class.

**INFORMATION ON UF LAW GRADING POLICIES**

The law school grading policy is available at: <http://www.law.ufl.edu/student-affairs/current-students/academic-policies#9>. Students receive grade points according to the following scale:

|  |  |  |  |
| --- | --- | --- | --- |
| Letter Grade | Point Equivalent | Letter Grade | Point Equivalent |
| A- | 4.0 | C- | 2 |
| A- | 3.67 | C- | 1.67 |
| B+ | 3.33 | D+ | 1.33 |
| B- | 3.0 | D- | 1.0 |
| B- | 2.67 | D- | 0.67 |
| C+ | 2.33 | E- | 0 |

**STUDENT ACCOMODATIONS**

Students requesting accommodation for disabilities must first register with the Disability Resource Center (<http://www.dso.ufl.edu/drc/>). Once registered, students will receive an accommodation letter, which must be presented to the Assistant Dean for Student Affairs (Dean Mitchell) when requesting accommodation. Students with disabilities should follow this procedure as early as possible in the semester.

**ACADEMIC HONESTY**

Academic honesty and integrity are fundamental values of the University community. Students should be sure that they understand the UF Student Honor Code at <http://www.dso.ufl.edu/students.php>.

**STUDENT COURSE EVALUATIONS**

Students can provide feedback on the quality of instruction in this course by completing online evaluations at <https://evaluations.ufl.edu>. Evaluations are typically open during the last two or three weeks of the semester, but students will receive notice of the specific times when they are open. Summary results of these assessments are available to students at <https://evaluations.ufl.edu/results/>.

**CORONAVIRUS-RELATED INFORMATION**

Many students will have face-to-face instructional sessions to accomplish the student learning objectives of this course. In response to COVID-19, the following policies and requirements are in place to maintain your learning environment and to enhance the safety of our in-classroom interactions. I may take noncompliance into account when determining if a student may remain in the course.

* You are required to wear approved face coverings at all times during class and within buildings. Following and enforcing these policies and requirements are all of our responsibility. Failure to do so will lead to a report to the Office of Student Conduct and Conflict Resolution. You also will no longer be permitted on the UF Law campus. Finally, Dean Inman will also report your noncompliance to the relevant state board of bar examiners.
* This course has been assigned a physical classroom with enough capacity to maintain physical distancing (6 feet between individuals) requirements. Please utilize designated seats and maintain appropriate spacing between students. Please do not move desks or stations.
* Sanitizing supplies are available in the classroom if you wish to wipe down your desks prior to sitting down and at the end of the class.
* Be mindful of how to properly enter and exit the classroom. Practice physical distancing to the extent possible when entering and exiting the classroom.
* If you are experiencing COVID-19 symptoms (https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), please do not come to campus or, if you are already on campus, please immediately leave campus. Please use the UF Health screening system and follow the instructions about when you are able to return to campus: https://coronavirus.ufhealth.org/screen-test-protect/covid-19-exposure-and-symptoms-who-do-i-call-if/.
* Course materials will be provided to you with an excused absence, and you will be given a reasonable amount of time to make up work.

Reading List

All readings are from the casebook unless otherwise specified.

**Introduction and The Objective Theory of Contract Law**

35-46 (Focus onRay v. Eurice)

**Contract Formation: Mutual Assent and Consideration**

Offer and Acceptance in Bilateral Contracts

 46-51

 Supplemental case, Izadi v. Machado (Gus) Ford, Inc.

 51-59

 Supplemental case, Allied Steel v. Ford Motor Company

Offer and Acceptance in Unilateral Contracts

 60-65

66-76

Postponed Bargaining

 77-86

86-94 (through note 4)

 Problem 2-2, pages 98-99 (prepare an answer, but do not turn it in)

Battle of the Forms

 147-149

 UCC §§ 2-102, 2-105(1), 1-103(b)

149-154

 163-165

174-184

Mutual Assent in Electronic and Layered Contracting

 21-33

195-209

Consideration

 101-107

 115-118

**Other Enforceable Promises**

Promissory Estoppel

 225-227

 228-236

 247-255

Option Contracts and Pre-Acceptance Reliance

 265-274

 UCC § 2-205

274-285

\*\*Practice Problem, available on webpage (Turn in for credit, maximum 750 words)\*\*

Restitution

 296-307

 333-340

**The Statute of Frauds**

Statute of Frauds

 345-357

**Contract Design and Interpretation**

Contract Design Principles

Reading on contract design principles

Residential Contracting Agreement

Contract Interpretation Generally

395-416

Parol Evidence Rule

427-438

438-457 (do not read notes after this case)

Implied Terms Generally

481-492

Obligation of Good Faith

 492-505

513-523 (ignore discussion of fraud claim)

Warranties

 546-556

 UCC §§ 2-313, 314, 315, 316

\*\*Problem 6-4, 557-558 (Turn in for credit, maximum 750 words; do not analyze tort theories)\*\*

558-567

**Defenses to Enforcement**

Misrepresentation and Non-Disclosure

610-622

R2d §§ 164, 168, 162, 169

622-632

R2d §§ 160, 161

Unconscionability

 638-649

Public Policy

 680

 681-695

Mistake

 719-730

Duress

 591-601

Changed circumstances

 741-744

 757-768

Modification

771

773-782

\*\*Problem 8-4 (771-773) (Turn in for credit, maximum 750 words); ignore changed circumstances\*\*

**Breach**

Express Conditions

 803-827

Material Breach

 829-838

 UCC § 2-601

 841-849

Anticipatory Repudiation

 849-867

**Remedy for Breach**

Expectation Damages

873-879

985-990

879-889

895-902

Limits on Expectations Damages

902-926

Non-Recoverable Damages

 948-957

 969-971

\*\*Problem 10-1, 973-973 (Turn in for credit, maximum 750 words)\*\*

Reliance and Restitution Damages

 1001-1012

 1020-1024

Specific Performance

1045 (first paragraph only)

1048-1059

Agreed Damages

 1069-1086

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The casebook has many good problems in addition to those assigned. For additional practice, you might consider the following problems, among others:

2-4, 2-7, 4-1, 5-1, 6-3, 9-1, 9-2