**Contracts**

**Law 5000 Class 21930—4 Credits**

**University of Florida Levin College of Law**

**Professor Wentong Zheng**

**spring 2024**

**Syllabus**

(Updated January 4, 2024)

**Course Information**

 Class meeting time and place: Mon/Wed/Thu, 1:15-2:30 pm, Classroom HH-360

 Office hours: Wed/Thu, 11:00 am-12:00 pm

 Office: Holland Hall 312M

 Phone: 352-273-0936

 Email: wtzheng@law.ufl.edu

**Course Description**

This course discusses fundamental contract law principles on contract formation, interpretation, performance and breach, and remedies. Main topics include bases for enforcing promises, nature of assent, offer, acceptance, battle of the forms, statutes of frauds, parol evidence rule, course of dealing, usage of trade, and course of performance, gap fillers, conditions, anticipatory repudiation, assurance of performance, specific performance, expectation damages, reliance and restitution damages, capacity, overreaching, unfair terms, standard-form contracts, unconscionability, mistakes, impracticability, and frustration of purpose.

**Course Objectives**

By the end of the course, students should be able to accomplish the following:

* Understand basic contract law principles on formation, interpretation, performance and breach, and remedies;
* Understand the application of basic contract law principles in commercial and non-commercial transactions;
* Be familiar with major pitfalls in contract drafting;
* Acquire knowledge and skills necessary for legal representation on contract law matters.

**Required Course Materials**

Contracts: Cases and Materials

By E. Allan Farnsworth, Carol Sanger, Neil B. Cohen, Richard R.W. Brooks & Larry T. Garvin (Foundation Press, Tenth Edition)

ISBN: 9781685612375

Selections for Contracts, 2023 Edition (or earlier)

By E. Allan Farnsworth, Carol Sanger, Neil B. Cohen, Richard R.W. Brooks & Larry T. Garvin (Foundation Press)

ISBN: 9798887860244

**Canvas**

 We will use the course website on Canvas for class-related communications.

**Course Workload**

 It is anticipated that you will spend approximately 2 hours out of class reading and/or preparing for in class assignments for every 1 hour in class.

**Class Attendance**

I expect you to maintain a satisfactory record of class attendance. Beginning with the second class, you will be required to sign an attendance sheet for every class. However, I understand that circumstances beyond your control may cause you to miss classes. Therefore, each student is allowed to have four (4) absences with no negative consequences. Provided that your total number of absences does not exceed four (4), you do NOT have to notify me of the absences in advance or provide any justifications for them.

If you expect your total number of absences to exceed four (4), however, please do notify me in advance of the anticipated absences. If the circumstances causing the anticipated absences are extraordinary—a determination to be made by me alone—I may exempt you from the class attendance policy for the absences. Extraordinary circumstances include, but are not limited to, medical emergency (with doctor’s note), protracted illness (with doctor’s note), and job interviews (with interviewer’s note). Absences due to observance of religious holidays are exempted from the class attendance requirement, too.

 If your total number of absences in the semester exceeds four (4) and you did not obtain advance approval from me, I reserve the right to lower your final grade by one level (A to A-, A- to B+, and so on). If your total number of absences in the semester exceeds eight (8) and you did not obtain advance approval from me, I reserve the right to lower your final grade by two levels (A to B+, A- to B, and so on).

**Class Participation**

You will be assigned to a panel of two or three students who will be “on call” for one—and only one—week. The panel schedule can be found in **Class Schedule** below. Please make sure that you are prepared for class discussions during your assigned week. Inadequate class participation when you are on call may result in your final grade being lowered by one level (A to A-, A- to B+, and so on). You are encouraged to participate in class discussions even if you are not on call. I reserve the right to increase your final grade by one level (A- to A, B+ to A-, and so on) if you maintain an outstanding class participation record throughout the semester.

**Mid-Term Quiz**

 There will be a mid-term quiz scheduled on March 1, 2024. This will be an opportunity for you to review the class materials covered by far and to get familiar with the format of the final exam. The mid-term quiz will NOT be graded. I will distribute an answer key and you can use it to judge how well you did on the mid-term quiz.

**Final Exam**

 Date: May 3, 2024

 The final exam for this course will be a four-hour open-book exam consisting of ten short-answer questions and two essay questions. You are allowed to bring any print or electronic materials to the exam room. The law school policy on exam delays and accommodations can be found [here](http://www.law.ufl.edu/student-affairs/current-students/forms-applications/exam-delays-accommodations-form).

**Grading**

Your final grade for this course will be determined by your performance in the final exam, with possible adjustments on accounts of your class attendance and class participation records (see **Class Attendance** and **Class Participation** above respectively).

The Levin College of Law’s mean and mandatory distributions are posted on the College’s website and this class adheres to that posted grading policy. The following chart describes the specific letter grade/grade point equivalent in place:

|  |  |  |  |
| --- | --- | --- | --- |
| Letter Grade   | Point Equivalent   | Letter Grade   | Point Equivalent   |
| A (Excellent)   | 4.0   | C (Satisfactory)   | 2.0   |
| A-   | 3.67   | C-   | 1.67   |
| B+   | 3.33   | D+   | 1.33   |
| B   | 3.0   | D (Poor)   | 1.0   |
| B-   | 2.67   | D-   | 0.67   |
| C+   | 2.33   | E (Failure)   | 0.0    |

The law school grading policy is available [here](https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/current-students/uf-law-student-handbook-and-academic-policies).

Generally, I will grant grade change requests only for calculation errors. Substantive review and re-grading of answers to specific questions will not be granted unless answers to ALL questions are reviewed and re-graded.

**Observance of Religious Holidays**

UF Law respects students’ [observance of religious holidays](https://archive.catalog.ufl.edu/ugrad/1617/regulations/info/attendance.aspx).

* Students, upon prior notification to their instructors, shall be excused from class or other scheduled academic activity to observe a religious holy day of their faith.
* Students shall be permitted a reasonable amount of time to make up the material or activities covered in their absence.
* Students shall not be penalized due to absence from class or other scheduled academic activity because of religious observances.

**Exam Delays and Accommodations**

The law school policy on exam delays and accommodations can be found [here](https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/current-students/forms-applications/exam-delays-accommodations-form).

**Accommodations for Students with Disabilities**

Students requesting accommodations for disabilities must first register with the Disability Resource Center (https://disability.ufl.edu/). Once registered, students will receive an accommodation letter, which must be presented to the Assistant Dean for Student Affairs (Assistant Dean Brian Mitchell). Students with disabilities should follow this procedure as early as possible in the semester. It is important for students to share their accommodation letter with their instructor and discuss their access needs as early as possible in the semester. Students may access information about various resources on the UF Law Student Resources Canvas page, available at <https://ufl.instructure.com/courses/427635>

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**Student Course Evaluations**

Students are expected to provide professional and respectful feedback on the quality of instruction in this course by completing course evaluations online via GatorEvals. Click [here](https://gatorevals.aa.ufl.edu/students/) for guidance on how to give feedback in a professional and respectful manner. Students will be notified when the evaluation period opens and may complete evaluations through the email they receive from GatorEvals, in their Canvas course menu under GatorEvals, or via <https://ufl.bluera.com/ufl/>. Summaries of course evaluation results are available to students [here](https://gatorevals.aa.ufl.edu/public-results/).

**Recordings of Class**

All classes will be recorded via Mediasite in case students must miss class for health reasons. The Office of Student Affairs will work with faculty to determine when students may have access to these recordings, and the recordings will be password protected. It is the student’s responsibility to contact the Office of Student Affairs as soon as possible after an absence.

**Compliance with UF Honor Code**

Academic honesty and integrity are fundamental values of the University community. Students should be sure that they understand the UF Law Honor Code located [here](https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/additional-information/honor-code-and-committee/honor-code). The UF Law Honor Code also prohibits use of artificial intelligence, including, but not limited to, ChatGPT and Harvey, to assist in completing quizzes, exams, papers, or other assessments unless expressly authorized by the professor to do so.

**Class Schedule**

The following table sets out the class schedule along with information on the reading assignments and class panels. “CB” in the “Reading Assignments” column stands for “Case Book.” Unless explicitly indicated, you are not responsible for reading the “Notes” and “Problems” that happen to fall on the assigned pages. Both the class schedule and the reading assignments are subject to change.

As of now, the class schedule contains detailed reading assignments only for the first four weeks. I expect to fill in the assignments information as we go, at least one week prior to class time.

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| **Dates** | **Topic** | **Reading Assignments** | **Class Panel Members** |
| **Part 1: Bases for Enforcing Promises** |  |
| Jan. 17 | Theories of Contract Enforcement; Consideration  | CB 8-10 (stop before Section 2); 48-58. | -- |
| Jan. 18 | Consideration (cont.) | Notes 1, 3, 4 on pp. 58-60; Problem on p. 60; CB 69-80; Notes 1, 2 on p. 73; Notes 1, 2 on pp. 75; Notes 1-4 on pp. 80-81. | -- |
| Jan. 22 | Consideration (cont.) | CB 81-82; Notes 2, 3 on pp. 82-83; CB 96-100; Note 1 on pp. 96-97; CB 102-105; CB 107-115.  | Anthony J BiondilloSabrina Unis BoosJessica Nicole Buscher |
| Jan. 24 | Reliance; Restitution | CB 120-129; Note 1 on p. 121; Note 2 on p. 123; CB 138-143; Note 1 on p. 143; CB 145-160; Note 1 on p. 149; Notes 1, 2, 5 on pp. 153-155. |
| **Part 2: Creating Contracts** |
| Jan. 25 | Nature of Assent; Offer | CB 169-176; Notes 1, 2, 3 on pp. 176-178; CB 191-197; Note 1 on p. 194. |
| Jan. 26 (makeup) | Offer (cont.); Acceptance | CB 199 (start with “Advertisement as Offers”)-202; Note 1 on p. 203; CB 209-210; CB 213-228; Note 1 on p. 220; Note 1 on p. 227. | -- |
| Jan. 29 | Termination of the Power of Acceptance | CB 238-258; Note 1, 2 on pp. 245-246; Notes 1, 2 on p. 258; CB 260-267.  | Kaitlyn Anne ChronisterTiffany Lauren CrouchAlexa Jordan Fishman |
| Jan. 31 | Battle of the Forms | CB 269-293; Notes 1, 2 on p. 283; Note 1 on p. 292. |
| Feb. 1 | Battle of the Forms (cont.) | CB 294-303. |
| Feb. 2(makeup) | Definiteness | CB 352-369. | -- |
| **Part 3: Statutes of Frauds** |
| Feb. 5 | Scope | CB 371-391; CB 395 (start with Sec. B)-397; Problem on p. 384; Notes 1, 3 on pp. 391-392. | Nataliya Fatima HussainKeano Jacobs |
| Feb. 7 | Satisfying the Statute of Frauds; Sale of Goods | CB 405-416, 418 (starts with Sec. 4)-420; Note 1 on p. 415, Note 1 on pp. 420-421. |
| Feb. 8 | Exceptions  | CB 422-442; Note 4 on p. 432. |
| **Part 4: Interpreting Contracts** |
| Feb. 12 | Parol Evidence Rule  | CB 527-541; Note on p. 530; Notes 2, 3 on pp. 535-536; Notes 1, 2 on p. 541; CB 548-552; Notes 1, 2 on p. 552. | Caroline Judy LevineShrivathsan Margam SAvery Carlyn Means |
| Feb. 14 | Extrinsic Evidence of Intent | CB 556-563; Note 1 on p. 560; Note 1 on p. 564; CB 575-580. |
| Feb. 15 | Course of Dealing, Usage of Trade, and Course of Performance | CB 585-599; Note on p.599. |
| Feb. 16 (makeup) | Limits of Objective Interpretation  | CB 599-607; Notes 1, 2 on p. 601; Note 1 on p. 607. | -- |
| Feb. 19  | Gap Fillers and Warranties  | CB 608-623; Notes 1, 2 on p. 619.  | Mina MelyoSam Mendez |
|  **Part 5: Performance and Breach** |
| Feb. 21 | Conditions | CB 805-813, CB 815-827; Notes 1, 2 on p. 808; Note 1 on p. 813; Notes 1, 2 on p. 821; Problem on p. 816. |
| Feb. 22 | Constructive Conditions of Exchange; Suspending Performance and Terminating the Contract | CB 828-834, CB 846-869; Note 1 on p. 834. |
| Feb. 26 | Mitigating Doctrines | CB 871-895; Note 1 on p. 873, Note 1 on p. 881.  | Noelle Annelise MercerOcean Lis Miller-ShakedMekaelia Corryn Morgan |
| Feb. 28 | Anticipatory Repudiation | CB 896-915; Note 1 on p. 915.  |
| Feb. 29 | Assurance of Performance | CB 916-927; Note 1 on p. 923. |
| Mar. 1 (makeup) | Midterm (ungraded) |  | -- |
| **Part 6: Remedies** |
| Mar. 4 | Specific Performance | CB 929-945; Notes 1, 2 on p 932; CB 26-27. | Alexander Julian NazarethOlivia NelsonAlexander H Nicholaou |
| Mar. 6 | Remedying Breach | CB 10-24. |
| Mar. 7 | Measuring Expectation | CB 954-991. |
| Mar. 27 | Limitations on Damages | CB 992-995; CB 1015-1042. | Elena G PanzittaThomas John Pecor |
| Mar. 28 | Stipulated, Liquidated & Punitive Damages | CB 1043-1054; CB 1064-1071.  |
| Apr. 1 | The Economics of Remedies | CB 34-41; Notes 2, 3, 4 on pp. 42-43. | Noah Alexander SilversteinLeslie Brooke Sims |
| **Part 7: Validity of Contracts** |
| Apr. 3 | Capacity; Overreaching | CB 447-450, 458-464, 467-480; Note 1 on p. 461, Notes 1, 2 on p. 464, Note 2 on p. 473. |
| Apr. 4 | Overreaching (cont.); Unfair Terms | CB 483-484 (stop before “Partial Payment”); CB 487-505; CB 639-646; Note 1 on p. 646. |
| Apr. 8 | Standard Form and Adhesion Contracts | CB 653-670; Note 1 on p. 664.  | Luke Franklin SingletonHaley Ann SpingerRyan Thorpe |
| Apr. 10 | Unconscionability | CB 679-687, 703-717; Note 2 on pp. 688-689, Note 1 on pp. 717-718. |
| Apr. 11 | Performing in Good Faith; Public Policy | CB 719-723, 736-753; Note 1 on p. 743; CB 769-778, 795-801. |
| **Part 8: Getting out of Contracts** |
| Apr. 15 | Mistakes | CB 1073-1088; Notes 1, 2 on p. 1088. | John Alexander WettachReece Alexander Wright |
| Apr. 17 | Impracticability | CB 1098-1105; Note 1 on pp. 1100-1101. |
| Apr. 18 | Frustration of Purpose; Half Measures | CB 1132-1139; Prob. 1 on p. 1136; CB 1151-1156. |
| Apr. 22 | Final review |  |  |