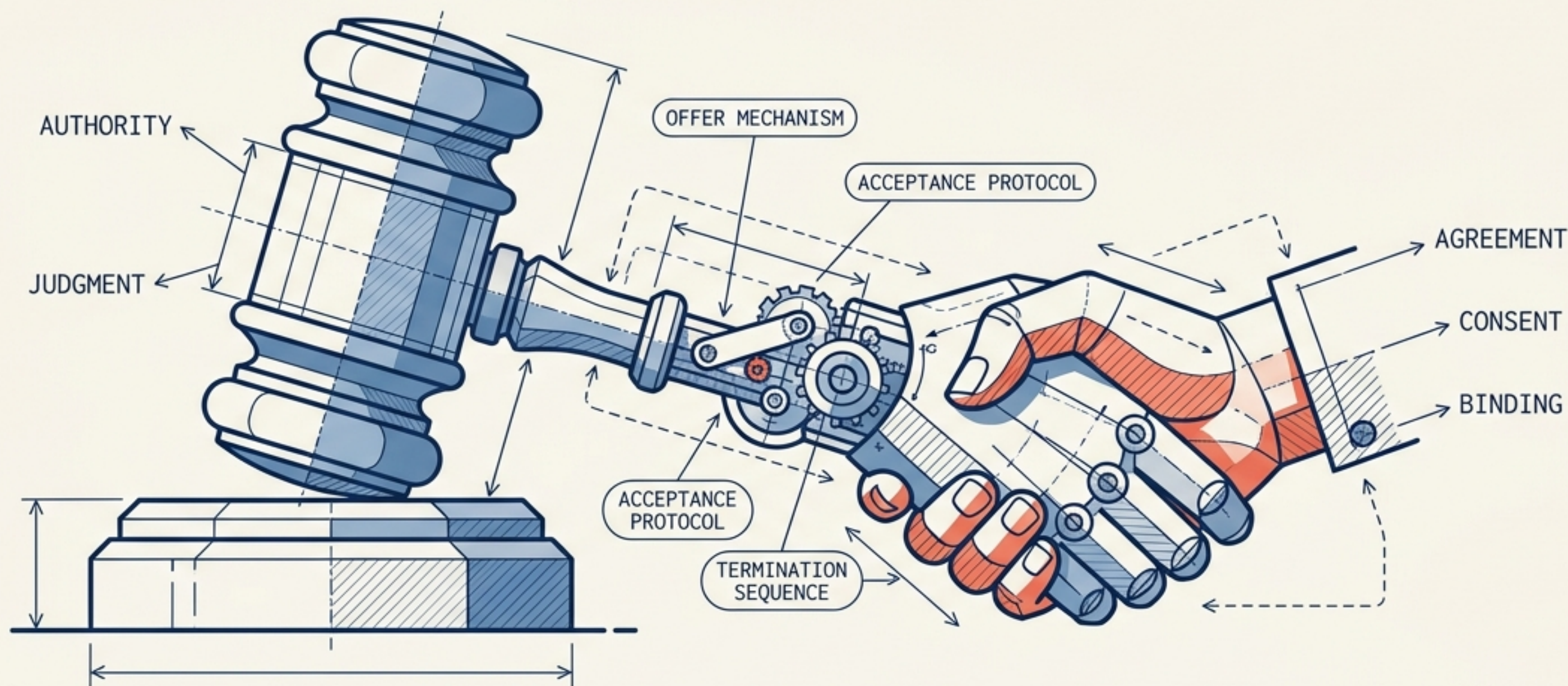
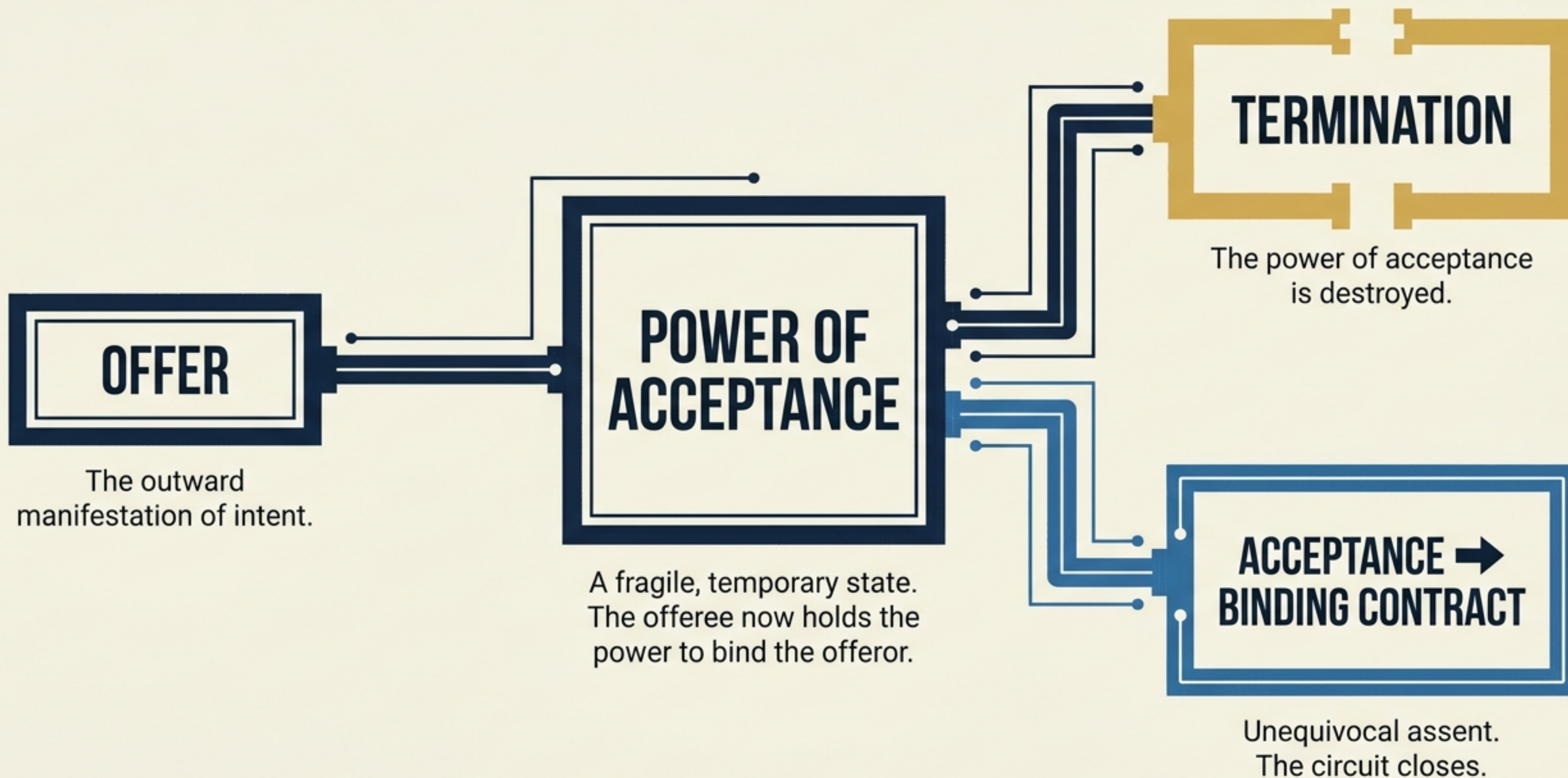




Contract Formation: The Legal Algorithm

A diagnostic blueprint for Offers, Terminations, and Acceptances.



The Master of the Offer Control Panel



Dial 1: Who

Rest. 2d §29

Manual Setting:
Specific person/group
(e.g., 'Women only').

Default:
The intended recipient.
(Right to accept is inalienable).



Dial 2: How

Rest. 2d §30

Manual Setting:
Promise vs.
Performance.

Default:
Any 'reasonable'
manner or medium.



Dial 3: When & Where

Rest. 2d §60

Manual Setting:
Exact time/place
required.

Default:
Within a 'reasonable'
time period.



Dial 4: What Words

Rest. 2d §58

Manual Setting:
Specific acts/phrases
required.

Invalid Setting:
Cannot mandate silence
as acceptance.

Notification of Acceptance: The Horizontal Equity Principle



Bilateral Contracts

Rest. 2d §56

Notice is REQUIRED.

Offeree must exercise reasonable diligence to notify the offeror. Without notice, the offeror is trapped while the offeree could secretly walk away.

"Nobody is bound until both parties are bound."



Unilateral Contracts

Rest. 2d §54

Notice is NOT required.

Acceptance is the performance itself.

Exception Trigger: Notice switches to required if the offeree knows the offeror has no adequate means of easily observing the performance.

The Termination Matrix: Destroying the Power of Acceptance

1. Lapse of Time

Trigger: Expiration of expressly stated time OR a 'reasonable' time.

Rule of Thumb: Face-to-face offers generally lapse at the end of the conversation (Rest. 2d §41(2)).

2. Death or Incapacity

Trigger: Prior to acceptance.

Rule: Instantly terminates the offer (unless an Option Contract exists).

3. Revocation (By Offeror)

Trigger: The offeror takes back the offer.

Timing Rule: Must be effectively communicated prior to acceptance.
Effective ONLY upon receipt.

4. Rejection (By Offeree)

Trigger: Offeree says no, OR makes a counter-offer.

Timing Rule: Effective ONLY upon receipt.



Comcast customer service

The Irrevocability Matrix: Forcing the Offer to Stay Open

ROW LABELS	Common Law	UCC
The Vehicle	Option Contract	Firm Offer (UCC §2-205)
The Core Requirement	Consideration is strictly required. (A subsidiary promise paid for by performance or a promise of performance).	No consideration needed.
Who & How	Anyone.	Must be made by a Merchant, in a signed writing, expressly stating it will be held open.
Time Limit	Whatever time the parties agree to.	Maximum of 3 months. (Longer stated periods are only enforceable for the first 3 months).

The Autonomy Principle: Can Silence Equal Assent?

Contract obligations are voluntary.
An offeror cannot force you to
take affirmative action just to
avoid being bound.

Rest. 2d §69

DEFAULT:
Silence ≠ Acceptance

1. Takes the Benefit: Offeree takes the benefit of offered services with a reasonable opportunity to reject them, knowing compensation was expected.

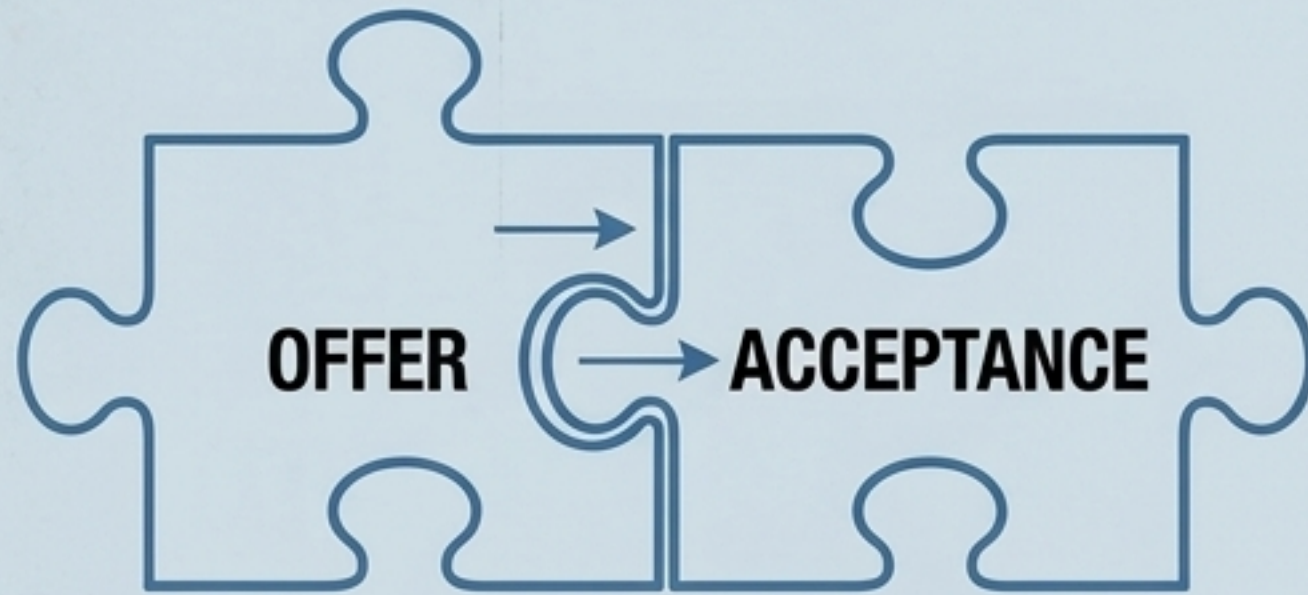
2. Intent: Offeree intends silence as acceptance.

3. Prior Dealings: Previous business history makes it reasonable that offeree should notify if they do not intend to accept.

UCC Note: Between merchants, silence in response to proposed additional terms can cause those terms to enter the contract.

The Terms Battleground: Unequivocal vs. Non-Conforming

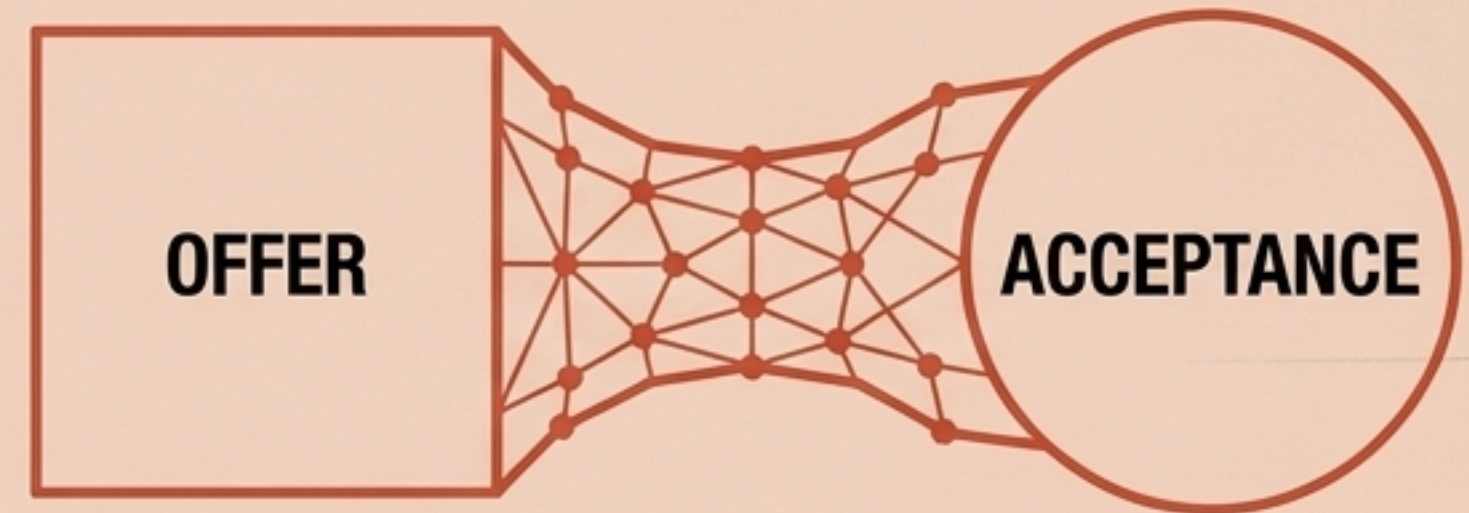
The Mirror Image Rule (Common Law)



Acceptance must be an exact, unequivocal, and unqualified mirror image of the offer.

Consequence: If qualified, it is legally a Counter-Offer (a rejection of the original offer).

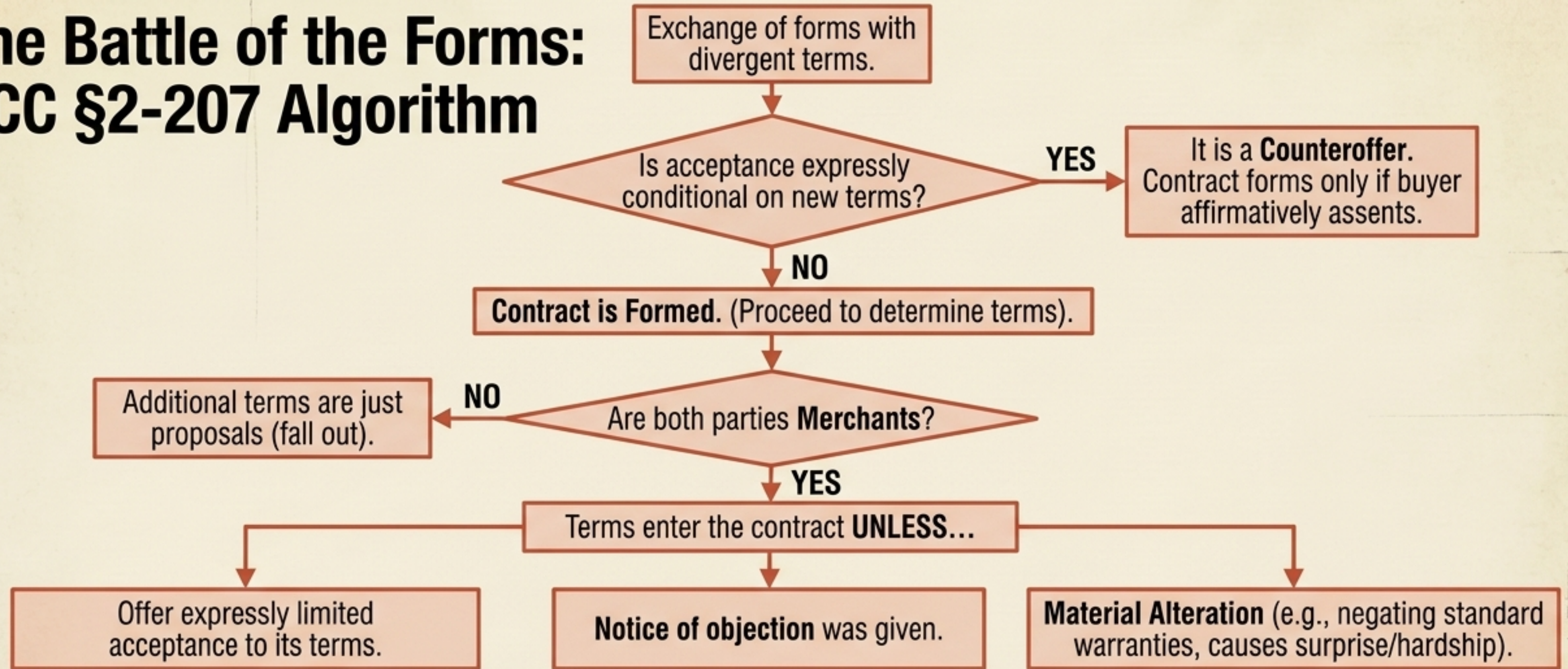
The Non-Conforming Acceptance (UCC)



An acceptance does not have to be a mirror image.

Consequence: A definite and seasonable expression of acceptance can form a contract even with additional or different terms.

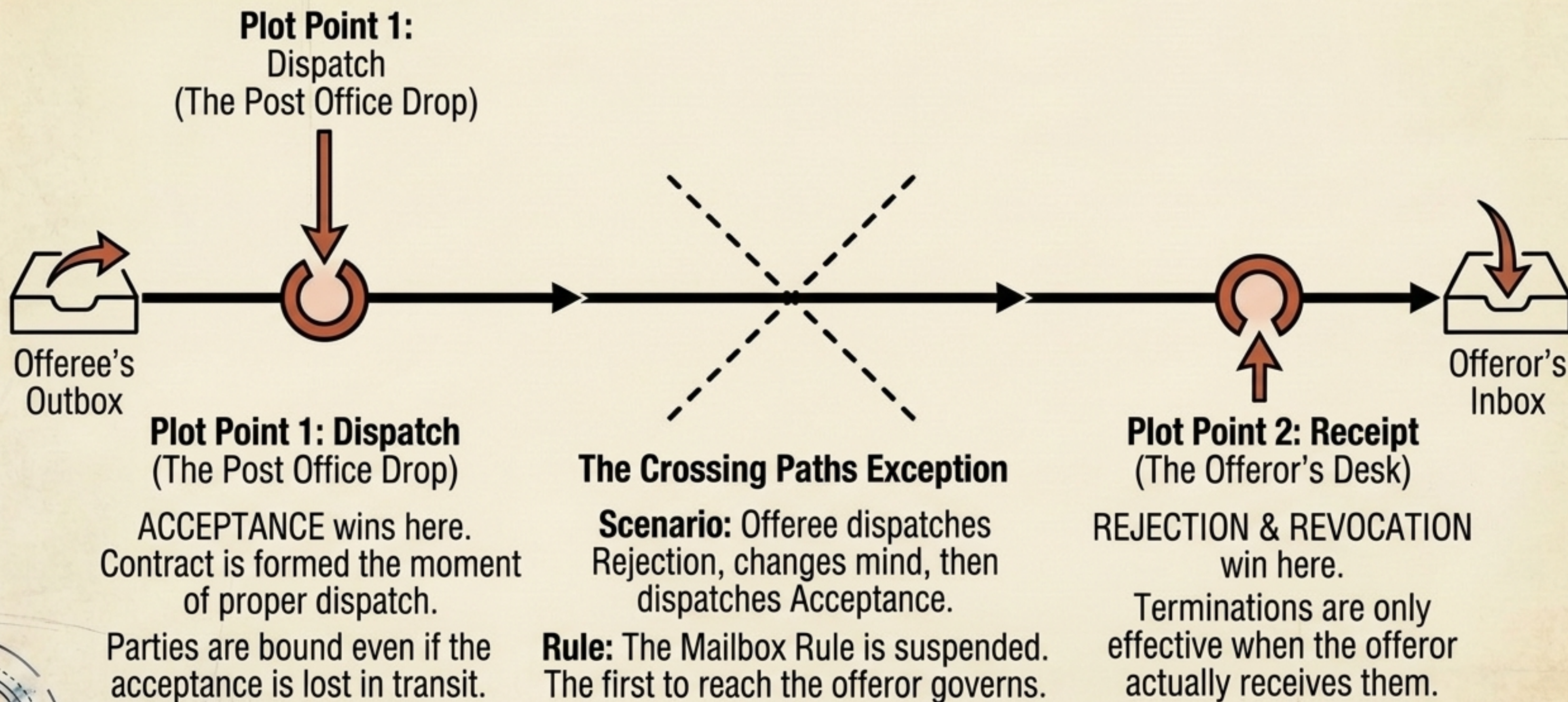
The Battle of the Forms: UCC §2-207 Algorithm



Sub-routine: The Knockout Rule

If forms fail to form a contract, but conduct recognizes one (e.g., goods shipped & accepted)
→ Different terms 'knockout' each other. UCC Gap-Fillers apply.

The Mailbox Rule Timeline (Rest. 2d §63-68)



The Ultimate Contract Formation Checklist

Step 1: Is there an Offer?

- Manifestation of intent? Definite terms?

Step 2: Has the Power of Acceptance Terminated?

- Check Lapse, Death, Revocation (Receipt), Rejection (Receipt).

Override: Is it an Option Contract (Common Law) or Firm Offer (UCC)?

Step 3: Was it Accepted Properly?

- **Method:** Did offeror specify? If silence, check exceptions.
- **Notice:** Bilateral (Notice needed) vs. Unilateral (Performance is notice).
- **Timing:** Check Mailbox Rule (Acceptance on dispatch).

Step 4: Are the terms a Mirror Image?

- **Common Law:** If no → Counteroffer.
- **UCC:** If no → Run §2-207 Battle of the Forms algorithm.

YES TO ALL → BINDING CONTRACT FORMED.