

**13-801. Contract; definition.**

A contract is a legally enforceable promise [set of promises]. In order for a promise [set of promises] to be legally enforceable, there must be an offer, an acceptance, consideration, and mutual assent.

[Any of these four requirements, although not expressly stated, may be found in the surrounding circumstances, including the parties' words or actions, the parties' conduct, the parties' course of dealing, the parties' course of performance, or from custom.]

In this case, the parties agree that there [was] [were] \_\_\_\_\_  
(*insert element(s) parties agree were met*). What is in dispute is whether there [was]  
[were] \_\_\_\_\_ (*insert element(s) parties do not agree were met*).

**USE NOTES**

When the existence of a contract presents a question for a jury, this instruction should be given. The element(s) not in dispute and in dispute should be inserted as the parentheticals in the instruction indicate. The bracketed language in the second paragraph should be included in the instruction given to a jury, to the extent the evidence warrants, when a case presents a jury question as to the existence of an implied contract. Additionally, instructions for any element(s) in question should be given. See UJI 13-805 to 13-814, UJI 13-816 NMRA.

[Adopted, effective November 1, 1991; as amended by Supreme Court Order No. 20-8300-006, effective for all cases pending or filed on or after December 31, 2020.]