

**13-811. Acceptance; when silence is acceptance.**

The silence or inaction of \_\_\_\_\_ (*name of offeree*) constitutes acceptance only if:

[ \_\_\_\_\_ (*name of offeree*) accepted the benefit[s] of the offer, after a reasonable opportunity to reject the benefit[s], knowing that \_\_\_\_\_ (*name of offeror*) expected compensation in return];

[or]

[ \_\_\_\_\_ (*name of offeror*) stated or gave \_\_\_\_\_ (*name of offeree*) reason to understand that the offer could be accepted through silence or inaction and \_\_\_\_\_ (*name of offeree*) intended to accept the offer through silence or inaction];

[or]

[Where because of past dealings between the parties, it is reasonable that \_\_\_\_\_ (*name of offeree*) should have notified \_\_\_\_\_ (*name of offeror*) that [he] [she] [it] did not intend to accept the offer].

**USE NOTES**

When a case presents a jury question as to whether a party's silence or inaction constituted acceptance of an offer, this instruction should be given. The bracketed language should be inserted to the extent warranted by the evidence in a case.

[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.]