**13-840. Impossibility or impracticability of performance.**

When the performance of a contract obligation becomes impossible or unreasonably burdensome because of circumstances or events beyond the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*promisor=s*) control which are substantially and materially different from what both \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*plaintiff*) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*defendant*) reasonably anticipated would exist, then the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*promisor*) is excused from performing that contractual obligation.

[Adopted, effective November 1, 1991.]