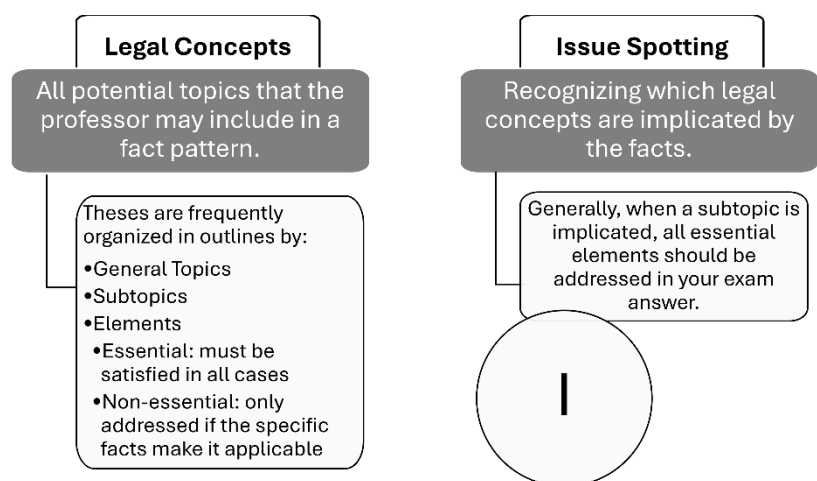


1. **Offer:** objective manifestation of willingness to enter into a bargain on definite and certain terms so made as to justify another in understanding his assent to that bargain is invited and will conclude it.
- Manifestations:** objective, by words and/or actions
 - Willingness to enter into a bargain:** intent to be bound
 - Generally objective: reasonable person wld see it as an offer
 - Uncertain terms may indicate no intention to make an offer
 - Definite & Certain:** is there enough information to enforce the agreement
 - Material Terms: sufficient details & specificity that go to the essence of the bargain to determine breach/remedy
 - Quantity (if goods), Time for Performance, ID Parties, Price, Subject Matter
 - Can fail for indefiniteness if material terms are:
 - Vague
 - Silent OR
 - Agree to agree
 - Crts more likely to gap fill silent terms
 - Gap fillers: Courts can gap fill these terms when there are market standards that can be adopted.
 - Understand assent will conclude:** reasonable person would believe acceptance will conclude bargain
 - Objective unless there is specific knowledge [R2§26]
 - Preliminary Negotiations:** not an offer if other knows or has reason to know acceptance will not conclude bargain until 1st has made further manifestation of assent
 - Advertisements not ordinarily understood as offers to sell. Must be some language of commitment or invitation to take action w/o further communications
 - Quotation of Price commonly understood as inviting an offer not making one
 - Invitation of bids: request another to make an offer



Disclaimer: This is only an example of a possible “attack” or short outline. This shorter version should be used once you understand the legal concepts and are attempting to organize potential “I” and “R” portions of the IRAC for specific legal issues.