1. Formation of Contracts

1.1. Manifestation of Mutual Assent in General

1.1.1. Offer and Acceptance

1.1.2. Implied-in-fact Contracts

1.1.3. Mistake, Misunderstanding, Misrepresentation, Fraud, and Non-Disclosure

1.1.4. Duress, Undue Influence, and Unconscionability

1.2. Parties and Capacity

1.3. Consideration

1.3.1. Bargain and Exchange

1.3.2. “Adequacy” of Consideration

1.3.3. Modification of Contracts; Preexisting Duties; Compromise and Settlement of Claims

1.3.4. Detrimental Reliance and Other Alternative Bases for Enforcing Promises (Promises for Benefit Received and Statutory Substitutes)

1.4. Option Contracts

1.5. Statutes of Frauds
2. Illegality

2.1. In General

2.2. Contracts in Violation of Constitution, Statute, or Ordinance

2.3. Contracts Against Public Policy; Covenants Not to Compete

2.4. Effect of Illegality

3. Scope of Contractual Obligations

3.1. General Rules of Interpretation and Construction

3.2. Time and Place of Performance

3.3. Effect of Adopting a Writing (Parol Evidence Rules)

3.4. Scope as Affected by Usage; Course of Dealing/Trade Custom

3.5. Conditions

3.6. Divisible versus Indivisible Contract Terms

4. Discharge by Alteration or Assent

4.1. Rescission and Release

4.2. Substituted Performance or Contract, Assignment, Novation, and Accord and Satisfaction

5. Performance and Nonperformance of Contractual Obligations

5.1. Time, Order, and Place of Performance

5.2. Approval and Sufficiency of Performance

5.3. Performance as Discharge and Nonperformance as Breach
5.3.1. Constructive Conditions of Exchange: Excuse or Suspension by Material Breach

5.3.2. Material versus Immaterial Breach; Substantial Performance

5.3.3. Independent Covenants

5.3.4. Termination

5.3.5. Good Faith and Fair Dealing in Performance and Enforcement

5.4. Total and Partial Breach

5.4.1. Nonperformance

5.4.2. Repudiation

5.4.3. Anticipatory Repudiation; Reasonable Grounds for Insecurity

5.5. Excuses for Nonperformance or Defective Performance

5.6. Impossibility, Impracticability, and Frustration of Purpose

6. Remedies

6.1. Enforcement by Specific Performance or Injunction

6.2. Enforcement by an Award of Damages

6.3. Rescission and Reformation

6.4. Restitution

6.5. Limitations on Damages: Causation, Certainty, Foreseeability; Avoidable Consequences and Mitigation

6.6. Liquidated Damages and Penalties
6.7. Preclusion of Remedies Through Election and Affirmance

7. Third-Party Beneficiaries

8. Assignment of Rights and Delegation of Duties

9. Quasi-Contracts or Contracts Implied in Law; Restitution/Unjust Enrichment as Basis for Recovery