Contracts

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
   1.4. Option Contracts
   1.5. Statutes of Frauds

2. Illegality
   2.1. In General
   2.2. Contracts in Violation of Constitution, Statue, 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 Rule)

3.4. Scope as Affected by Usage

3.5. Conditions

3.6. Entire of Divisible Contracts

4. Discharge by Alteration or Assent

4.1. Rescission and Release

4.2. Substituted Performance or Contract, 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

5.4. Total and Partial Breach

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 as Basis for Recovery