

The background of the slide is a solid dark brown color with a pattern of lighter brown, stylized autumn leaves scattered across it. The leaves have prominent veins and are oriented in various directions, creating a textured, seasonal feel.

7-3

Acceptances

# How are Acceptances created?

- Acceptance-a party to whom an offer has been made agrees to the proposal
- 1-made by the person or persons to whom the offer was made
- 2-match the terms in the offer
- 3-be communicated to the offeror

# Who can accept an offer?

- The person it was meant for
- The group it was meant for
  - The general public

# Terms Must Match

- Offeree must comply with the terms
  - Mirror image rule
    - Must match exactly
      - Real estate, services, etc.
  - Goods
    - May have variances
      - Conflicting contracts can still be considered contracts with agreement by both sides

# Must communicate to the offeror

- Silence as acceptance
  - Only when agreed in advance
- Unilateral acceptance
  - Offeree indicates acceptance by performing your obligation
    - Reward for dog is the offer...offeree accepts not by LOOKING for the dog, but by FINDING the dog
  - When offeree has begun to perform the act, the offer cannot be revoked until the offeree has had a reasonable time to complete performance

## ■ Bilateral acceptance

- Most offers
- Courts assume contracts are this way
- Implies that it can be accepted by giving a promise instead of performing the act
- Require that the offeree accept the requested *promise* to the offeror

# When acceptance is effective

- Offers, acceptances, rejections, revocations, and counteroffers:
  - Can be oral, in person, phone, email, mail, fax, etc.
  - Some require certain formats
  - acceptance “in any manner and by any medium reasonable in the circumstances” unless otherwise clearly “indicated by the language or circumstances”

# READ:

- Page 109, “Prevent Legal Difficulties”