

**13-812. Acceptance; performance as acceptance; notification of the offeror; partial performance.**

If \_\_\_\_\_ (*name of offeror*) invited acceptance of the offer through a return promise or through performance, and \_\_\_\_\_ (*name of offeree*) began the invited performance, such performance was an acceptance of the offer.

[Unless the offer required \_\_\_\_\_ (*name of offeree*) to notify \_\_\_\_\_ (*name of offeror*) about the beginning of performance, no notification was necessary for the performance to be acceptance.]

[If \_\_\_\_\_ (*name of offeree*) had reason to know that \_\_\_\_\_ (*name of offeror*) had no adequate means of learning of the performance with reasonable promptness and certainty, \_\_\_\_\_'s (*name of offeror*) contractual obligation[s] [was] [were] discharged unless:

[ \_\_\_\_\_ (*name of offeree*) exercised reasonable diligence to notify \_\_\_\_\_ (*name of offeror*) of the acceptance];

[or]

[ \_\_\_\_\_ (*name of offeror*) learned of the acceptance within a reasonable time];

[or]

[the offer indicated notification of acceptance was not required].]

**USE NOTES**

In a case which presents a jury question as to whether an offer was accepted through an invited performance, this instruction should be given. The bracketed language should be included to the extent the evidence in the case warrants.

[Adopted, effective November 1, 1991; as amended by Supreme Court Order No. 20-8300-006, effective for all cases pending or filed on or after December 31, 2020.]