



Contracts

Law 115 | Week 9 | Lecture 18
Rachael Vaughn

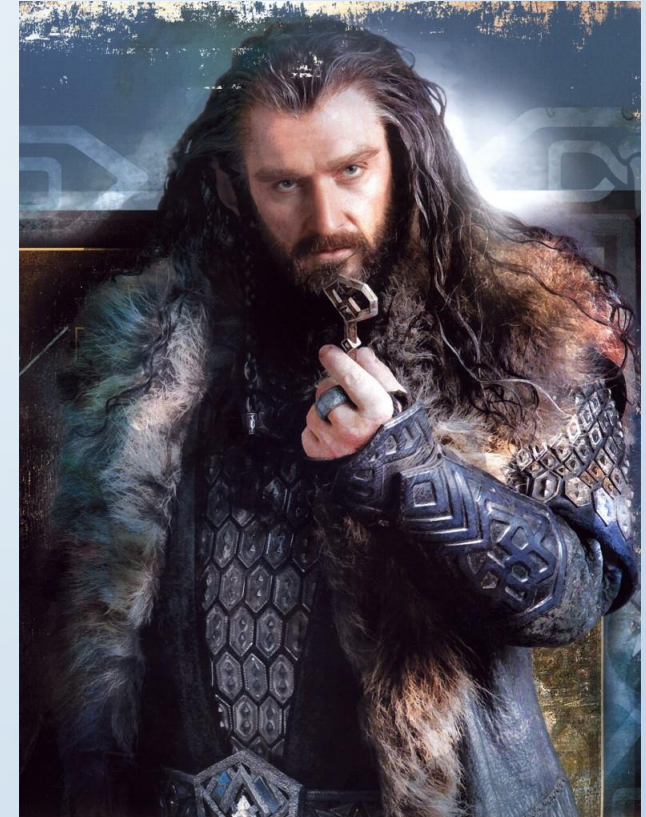
Bilbo's Contract



Bilbo's Contract: The Adventure

I, the undersigned, [referred to hereinafter as **Burglar**,] agree to travel to the Lonely Mountain, path to be determined by Thorin Oakenshield, who has a right to alter the course of the journey at his so choosing, without prior notification and/or liability for accident or injury incurred.

The aforementioned journey and subsequent extraction from the Lonely Mountain of any and all goods, valuables and chattels [which activities are described collectively herein as the **Adventure**] shall proceed in a timely manner and with all due care and consideration as seen fit by said Thorin Oakenshield and companions, numbering thirteen more or less, to wit, the **Company**.



Bilbo's Contract: Payment



Cash on delivery, up to and not exceeding one fourteenth of the total profit [if any].

All **traveling expenses** guaranteed in any event. But refer to attached and appended conditions, clauses and riders regarding any Return Journey. 'Traveling expenses' shall be understood to mean basic fare as seen fit by the Company.

Funeral expenses to be defrayed by us or our representatives if occasion arises and the matter is not otherwise arranged for. Basic funeral to 'commoner' or peasant standard is allowed for only. Lavish ceremonies and jewelled (sic) or gilded coffins not provided. Plain pine box is the normal standard. Transport of any remains, in whole or in part, back to the country of Burglar's origin is not included.

Bilbo's Contract: Payment



Burglar acknowledges and agrees that each item of the Company's valuables, goods, money or merchandise which he recovers from the Lonely Mountain [the '**Recovered Goods**'] during the term of his engagement with the Company, shall remain the Property of the Company at all times, and in all respects, without limitation.

Furthermore, the Company shall retain any and all Recovered Goods until such a time as a full and final reckoning can be made, from which the **Total Profits** can then be established. Then, and only then, will the Burglar's fourteenth share be calculated and decided.

Bilbo's Contract: Confidentiality

Confidentiality is of utmost importance and must be strictly maintained at all times. During the course of his employment with the Company, Burglar will hear, see, learn, apprehend, comprehend, and, in short, gain knowledge of particular facts, ideas, plans, strategies, theories, geography, cartography, iconography, means, tactics and/or policies, whether actual, tangible, conceptual, historical or fanciful.

Burglar undertakes and agrees to maintain this knowledge in utmost secrecy and confidentiality, and to neither divulge nor make known said knowledge by any means, including but not limited to speech, writing, demonstration, re-enactment, mime, or storage and retrieval within means or apparatus currently known or unknown or as yet unthought of.



Bilbo's Contract: Disputes



Disputes arising between the Contract Parties shall be heard and judged by an arbitrator of the Company's choosing.

... and all pleas shall be pleaded, shrewed [sic], defended, answered, debated and judged in the Dwarvish Tongue.

In the event of a dispute arising in relation to the terms of this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable fees and costs resulting therefrom.

Bilbo's Contract: Damages

Burglar acknowledges that monetary damages alone will be adequate compensation for a breach of this contract by the Company.



Bilbo's Contract: Amendments

Conditions subsequently appended or added to this Contract are automatically assumed to be agreed upon, as if they were present, read and understood at the signing and witnessing thereof.

Burglar may not modify or change this Contract in any way except by a writing signed and agreed to by both parties hereto.



Bilbo's Contract: Entire Agreement



Agreed hereto, freely and under neither duress nor force nor coercion nor extortion nor threat to life and/or limb and superceding any prior contract, agreement or undertaking, survivable clauses notwithstanding, signed and witnessed below, as set forth hereunder...

This agreement constitutes the entire agreement between the parties, and replaces and supercedes all prior understandings and agreements, whether written or oral, with respect to the subject matter described and set forth herein.

Bilbo's Contract: A Final Thought

Does Bilbo's contract have to be in writing?

- X Transfers of real property
- X Service contracts that cannot be performed within one year from date of agreement
- X Sale of goods over \$500
- X Guaranteeing the debt of someone else

Answer: Probably not



Assignment

Review your student agreement with DigiPen and take notes identifying the following...

1. Your rights and obligations
2. DigiPen's rights and obligations
3. How disputes are handled

Your notes will not need to be turned in, but you should come to class ready to discuss and ask questions.