

**QUESTION 11 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK IV  
OR IN EXAMPLIFY ANSWER SCREEN 11**

Rob owned a restaurant and vegetable garden. In May 2017, Rob and Vicki Veggie entered into a two-year written contract in which Vicki agreed to weed Rob's garden and harvest vegetables daily for Rob's restaurant, and Rob agreed to pay Vicki \$100 weekly plus a monthly amount equaling 10% of restaurant sales. Vicki told Rob she could not provide services on Mondays, since she had a five-year contract with a greenhouse to provide services every Monday. Rob said that would be fine because the restaurant was closed on Mondays. The parties thus agreed that Vicki would provide services Tuesdays through Sundays from June through September.

In July 2017, Rob and Vicki entered the following oral agreement: In consideration solely of Rob's paying Vicki 10% of the restaurant's June 2017 sales, Vicki agreed to promote Rob's restaurant on her social media accounts for two years.

Business thrived, so Rob decided to open the restaurant on Mondays. Vicki decided that since the restaurant was doing so well, there was no need to continue promoting it on her social media accounts, which she then closed.

In May 2018, Rob and Vicki decided to make a new contract for the new season. Rob asked Vicki to sign a new written contract, which stated that Vicki agreed to provide services every day of the week from June through September 2018. Vicki signed the contract.

Vicki did not thereafter provide services to Rob on Mondays.

Rob sued Vicki for breach of contract based on her refusal to provide services every day of the week. Vicki offered two defenses: First, she sought to introduce evidence of her conversation with Rob the previous summer to prove she was not required to provide services on Mondays. Second, she argued that the understanding they reached the previous summer had created an implied contractual provision that she did not need to provide services to Rob on Mondays.

Rob also alleges breach of the contract to promote the restaurant on Vicki's social media accounts.

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Applying Michigan contract law, evaluate Rob's claims and Vicki's defenses.

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