

**QUESTION 4 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK
II OR IN EXAMPLIFY ANSWER SCREEN 4**

Abby Agent executed the following written contract with Owen Owner, who owned a large apartment complex:

Abby will conduct showings of Owen's empty apartments to prospective tenants every Monday, Wednesday and Friday. Owen will pay Abby \$1,000 per month for the nine-month term of this contract. This contract constitutes the entire agreement between the parties and may not be modified except in a writing signed by both parties.

Vacant apartments did not fill as quickly as Owen wanted, so he asked Abby if she would show them more frequently. Abby said she would, but only for a much higher fee. Consequently, the two orally agreed that for the remaining six months of the contract term, Abby would show vacant apartments four days per week for \$2,000 per month.

The increased number of showings did not help. In addition, Owen learned that the typical market rate for the service Abby was providing was \$1,000 per month, so that is what he paid Abby.

Abby sued Owen for breach of contract, claiming Owen owed an additional \$1,000 per month for six months under the oral modification of their contract. Abby argued that the modification was valid as demonstrated by extrinsic evidence, including e-mails in which the parties discussed their agreement to modify the written contract as well as its written-modification clause.

Owen argued that the oral modification was unenforceable for the following reasons:

1. The contract's written-modification clause rendered the oral modification invalid;
2. The contract's integration clause prevented admission of the extrinsic evidence to prove the oral modification;

*******THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II*****
OR IN EXAMPLIFY ANSWER SCREEN 4**

3. The increased price was excessive in light of the service he received and did not accurately reflect the market price, rendering consideration for the oral modification invalid.

Applying only Michigan contract law, evaluate Owen's arguments.

*******THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II*****
OR IN EXAMPLIFY ANSWER SCREEN 4**