**24.00A BREACH OF CONTRACT: INTRODUCTORY**

**INSTRUCTION / BASIC ELEMENTS**

[Plaintiff] claims that [he she it] had a contract with [defendant], and that [defendant] breached the contract. [Plaintiff] is seeking an award of damages for [defendant’s] breach of the contract.

In order to find in favor of [plaintiff] on this claim, you must decide that it is more likely true than not true that:

1. There was a contract between [plaintiff] and [defendant]; and
2. [Defendant] breached the contract.

If you decide that both elements of this claim are more likely true than not true, your verdict on this claim must be in favor of [plaintiff], and you must determine the amount of the damages to be awarded to [plaintiff]. Otherwise, your verdict on this claim must be in favor of [defendant].

**Use Note**

This instruction identifies the basic elements of a claim for damages for breach of contract. In cases that involve additional issues, including affirmative defenses, use Instruction 24.00B instead of this instruction.

This instruction should be followed by instructions on contract formation (Instruction 24.01A), breach (Instruction 24.03), and damages (Instruction 24.09A, 24.09H, or other damages instructions).

**Comment**

The elements of a claim for breach of contract are the existence of a contract, breach, and damages. *Brooks Range Petroleum Corp. v. Shearer*, 425 P.3d 65, 79 (Alaska 2018). When plaintiff proves a breach of contract but fails to prove the existence or amount of damages, plaintiff is entitled to an award of nominal damages. *Galipeau v. Bixby*, 476 P.3d 1129, 1134 n. 13 (Alaska 2020). *See also* *Recreational Data Services, Inc. v. Trimble Navigation, Ltd*., 404 P.3d 120, 139 (Alaska 2017) (award of nominal damages where the defendant was liable for concurrent tort and contract claims). *See generally* 3 Farnsworth on Contracts § 1208 (4th ed. 2020); 24 Williston, Treatise on Contracts, § 64:9 (4th ed. 2019); J. Perillo, Contracts § 14.2 (7th ed. 2014); Restatement (Second) of Contracts § 346 and comment b.