### IDJI 6.08.2 – Interpretation of contract - witness's testimony, ambiguity of contract

INSTRUCTION NO. \_\_\_

You may not consider any explanation or interpretation of the contract offered by any witness, or any oral agreement of the parties occurring before execution of the written agreement, which is inconsistent with the plain, ordinary meaning of the written agreement. While you may consider the testimony of witnesses if necessary to clarify an ambiguity, you may not consider such testimony to completely change the agreement, or to construe a term of the agreement in such a fashion that it no longer fits with the other, non-ambiguous terms or parts.