### IDJI 6.12 - Reasonable satisfaction requirement

INSTRUCTION NO. \_\_\_\_

Where a contract includes a provision requiring performance to the satisfaction of a party, or similar language, and the level or quality of performance is not otherwise spelled out, a party may reject the performance by the other party, upon grounds of dissatisfaction, only where a reasonable person in the same situation would find the performance unsatisfactory.

Comment:

*See* *Cheney v. Jemmitt*, 107 Idaho 829 (1984); compare Merideth Corp. v. Design Lithograph Center, 101 Idaho 391, (1980) where contract required actual personal satisfaction.