### IDJI 6.07.1- Equitable theories - implied in facts contract

INSTRUCTION NO. \_\_\_\_

An implied-in-fact contract is a contract where the terms and existence of the contract are demonstrated by the conduct of the parties, with the request of one party and the performance by the other often being inferred from the circumstances attending the performance. To find an implied-in-fact contract, the facts must be such that the intent of the parties to make a contract can be inferred from their conduct. An implied-in-fact contract is given the same legal effect as any other contract.

To establish an implied-in-fact contract, the plaintiff has the burden of proof on each of the following propositions:

1. The circumstances imply a request by the defendant for performance by plaintiff; and

2. The circumstances imply a promise by the defendant to compensate the plaintiff for such performance; and

3. The plaintiff performed as requested.