### IDJI 6.08.1 – Interpretation of contracts - intention of parties

Note: The court must first decide whether determination of the intent of the parties is properly a jury issue. If it is not, obviously the instruction would not be given. Should the court determine that issue is properly before the jury, the following instruction may be appropriate:

INSTRUCTION NO. \_\_\_

 The terms of the contract are in dispute as to the following provisions:

 ( set forth the proposition to be resolved).

You must determine what was intended by the parties as evidenced by the contract in this case. In making this determination you should consider, from the evidence, the following:

 1. The contract must be construed as a whole, including all of the circumstances giving rise to it, to give consistent meaning to every part of it.

 2. Language must be given its ordinary meaning, unless you find from the evidence that a special meaning was intended.

 3. Any communications, conduct or dealings between the contracting parties showing what they intended and how they construed the doubtful language may be considered, provided that such may not completely change the agreement or construe one term inconsistently with the remainder of the terms.

 4. The contract should be construed to avoid any contradiction or absurdities.

 [Persons within a specialized field are deemed to have contracted with reference to any generally known and customarily accepted language in that field, unless you find from the evidence that this was not intended].