

Contract between standard storage company and tri- county investment corporation

[Business](#)



Is the furniture part of the sale? Why or why not? If the parties cannot resolve their dispute, can the court determine the price?

If the contract between Standard Storage Company and Tri-County Investment Corporation explicitly included a provision that stipulated that the sale of the furniture is covered, then the furniture should be part of the sale – only in so far that a definite and accurate amount is expressly indicated and agreed upon by both parties. Accordingly, the legal course of law on negotiations and contract discloses that “ a contract is legally binding only if its terms are sufficiently definite to enable a court to understand the parties’ obligations... Restatement (Second) of Contracts § 33(2) (1981) (reveals that) if an alleged agreement is so indefinite as to make it impossible for a court to fix the legal obligations and liabilities of the parties, it cannot constitute an enforceable contract” (TERMS OF CONTRACT MUST BE DEFINITE TO ASSURE ENFORCEABILITY pars. 1 & 2).