### IDJI 6.04.1 – Consideration

INSTRUCTION NO. \_\_\_

In this case, (party) alleges that there was (no)(insufficient) consideration to support the existence of a contract.

A promise is not enforceable as a contract unless something of value was given or was agreed to be given in exchange for it. In law, the giving of value or agreement to give value is called "consideration." Consideration is the benefit given or agreed to be given by one party in exchange for the other party's performance or promise to perform.

[Consideration can be a promise to do something the party is not required to do, or a promise not to do something the party otherwise would be free to do.]

Consideration must have value; if it has no value at all, it is not sufficient. If the parties have agreed upon the specific consideration to be given in this case, then any value, however slight, is sufficient.