**24.03 BREACH OF CONTRACT**

A breach of contract occurs when a party to a contract fails to perform an obligation that is required by the contract. A person breaches a contract when [he she it] fails to do something that the contract requires [him her it] to do, or when [he she it] does something that the contract prohibits [him her it] from doing.

[A breach of contract may be excused. In a moment, I will instruct you regarding the circumstances when a breach of contract is excused.]

**Use Note**

This instruction must be given in any case where the plaintiff alleges a breach of contract, and the breach is disputed.

The bracketed paragraph should be given when the defendant claims that any nonperformance was excused.

**Comment**

Failure to perform an obligation in a contract is a breach of the contract. *Kimp v. Fire Lake Plaza II, LLC*, 484 P.3d 80, 89-90 (Alaska 2021); *State, Dep’t of Natural Resources v. Alaskan Crude Corp*., 441 P.3d 393, 399 (Alaska 2018). “When performance is due, anything short of full performance is a breach, even if the defect in . . . performance was not substantial.” *Id*. (quoting Restatement (Second) of Contracts § 235 comment b). *See also* 2 Farnsworth on Contracts § 8.09 (4th ed. 2020).