

**3012 OFFER: MAKER**

The person making an offer is called the offeror; the person to whom the offer is made is called the offeree.

An offer is a communication by an offeror of what he or she will give or do in return for some act or promise of the offeree. An offer may be addressed to a particular individual or to the public, but must look to the future and be promissory in nature.

A mere expression of intention, opinion, or prophecy is not an offer. A communication intended merely as a preliminary negotiation or willingness to negotiate is not an offer.

While no particular form of words or mode of communication is necessary to create an offer, it must reasonably appear that the alleged offeror has agreed to do the thing in question for something in return. An offer must be so definite in its terms, or require such definite terms in acceptance, that the promises and performances to be rendered by each party are reasonably certain.

When an offer is made, it is presumed to continue for the period of time expressed or, if no time limit is expressed, for a reasonable time.

**COMMENT**

This instruction and comment were approved by the Committee in 1975. Editorial changes were made in 1993 to address gender references in the instruction. No substantive changes were made to the instruction.

Offer: Estate of Lube, 225 Wis. 365, 368, 274 N.W. 276 (1937); 17 Am. Jur. 2d Contracts § 34; Goetz v. State Farm Mut. Auto Ins. Co., 31 Wis.2d 267, 273, 142 N.W.2d 804 (1966); Moulton v. Kershaw, 59 Wis. 316, 18 N.W. 172 (1884).

Definiteness: 5 Williston on Contracts (3rd Ed) § 670; Restatement Contracts § 32; Machesky v. Milwaukee, 214 Wis. 411, 253 N.W. 169 (1934); Petersen v. Pilgrim Village, 256 Wis. 621, 42 N.W.2d 273 (1950).

Continuance of offer: Sherley v. Peehl, 84 Wis. 46, 52, 54 N.W. 267 (1893); Conrad Milwaukee Corp. v. Wasilewski, 30 Wis.2d 481, 485, 141 N.W.2d 240 (1966); 17 Am. Jur. 2d Contracts § 35.