

**Contracts II**  
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**Sample Exam Question #1**

During a morning broadcast on May 1, 2003, Las Vegas disc jockey Ben Boulder announced that his station, KOOK, would provide backstage passes and concert tickets for the May 4th Ozzy Lavigne concert to the first twenty people who presented themselves at KOOK's booth outside the concert venue with a temporary "KOOK Rock" tattoo on their forehead. He further said that KOOK would pay \$30,000 a year for five years to anyone who got the station's logo permanently tattooed on his or her forehead and then notified KOOK. Loyal KOOK listeners Lloyd Christmas and Harry Dunne heard Boulder's show, almost immediately called the radio station to confirm that the promotion was legitimate, and then drove to the station later that morning to talk to station officials in person for further confirmation. Station management assured them both over the phone and in person that it was a legitimate promotion. On the morning of May 2, Lloyd and Harry went to The Skorpion's Sting tattoo parlor and had the "KOOK Rock" logo tattooed on their foreheads. They then drove together to the station, where KOOK personnel took photos of their new tattoos and posted them to the station's web site (<http://www.kookrock.net>) under the heading "And The Winners Are:"

Assume that Boulder was an authorized agent of KOOK; and, therefore, KOOK is liable for anything Boulder said or did during any of his shows broadcast by KOOK. Assume further that KOOK made a valid offer to pay \$30,000 per year for five years to anyone who would have the station's logo permanently tattooed to his or her forehead, which Lloyd and Harry properly accepted, and that Lloyd and Harry gave valuable consideration to KOOK in exchange for its promise to pay.

- A. Do the contracts between KOOK and Lloyd and KOOK and Harry fall within the scope of a statute of frauds? If so, can Lloyd and Harry satisfy the statute based on the foregoing facts? Please explain.
- B. Whether they must and can satisfy the statute of frauds, do Lloyd and Harry have one or more viable equitable claim(s) against KOOK? Please explain.