Is the contract fully integrated?

Who decides?: Judge
How?: Matter-of-law
What may TJ consider?: (1) “Objectivist” approach: K only (“four corners”) (2) “Modified Objectivist” approach: K + surrounding circumstances, etc. (3) UCC approach: K plus, at a minimum, trade usage, course of dealing, and course of performance

Yes

Is the K partially integrated?

Who decides?: Judge
How?: Matter-of-law
What may TJ consider?: Same as before

Yes

Is the K partially integrated?

Who decides?: Judge
How?: Matter-of-law
What may TJ consider?: Same as before

Yes

Is the partially integrated K unambiguous?

Yes

Parol evidence is inadmissible for any purpose unless an exception applies or the K is governed by the UCC*

No

Parol evidence is admissible to explain or supplement, but may not contradict an integrated term unless an exception applies

No

Parol evidence is freely admissible with respect to unintegrated terms, and to explain or supplement, but not to alter or contradict, an integrated term, unless an exception applies

No

Parol evidence is freely admissible for all purposes

* The UCC provides that integrated and unambiguous contract terms may be explained or supplemented by evidence of (1) usage of trade, (2) course of dealing, or (3) course of performance. Additionally, if the contract is not fully integrated, the UCC also permits the writing to be explained or supplemented by evidence of consistent additional terms.

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