

700.12D [4] Fraud:

Generally, the law provides if one party fraudulently by misrepresentation of material facts convinced another to enter into the contract, then that party cannot enforce the contract against the other. The law also provides there is no misrepresentation of material fact when the representation relates to an expression of opinion, a matter of law, or a statement of value.

[defendant's name] [claims][claim] and [has][have] the burden of proving by clear and convincing evidence that [he][she][it][they] reasonably relied to [his][her][its][their] detriment on a false representation created by words or conduct of [plaintiff's name] relating to a material fact, which was made by [plaintiff's name] with the intent to deceive and with knowledge of its falsity or with a reckless disregard of its truth or falsity, and, if [defendant's name] had known the truth, [he][she][it][they] would not have entered into the contract.

[defendant's name] [claims][claim] and [has][have] the burden of proving by clear and convincing evidence that [he][she][it][they] [was][were] fraudulently convinced to enter into the contract as follows:

[State here the elements of fraud, as indicated by the circumstances of the evidence, addressing:

- [1] False statement of material fact,
- [2] Known to be false by plaintiff,
- [3] Made to induce defendant(s) to enter into contract,
- [4] Reasonably relied upon by defendant(s), and
- [5] Resulting in contract.]

Plaintiff denies defendant's claim of fraud.

You will address these issues in question ____ on your verdict.