

**Key Words:** contract, freedom of contract, terms of contract, civil relations

**Subject matter:** norms of the Constitution of the Russian Federation, civil legislation of the Russian Federation governing relations in the field of contractual regulation of civil relations, judicial practice, monographic literature related to the research topic.

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**The relevance of the research topic** To date, science has not developed a unified view of the contract. The problems of the contract are discussed by representatives of various scientific fields, while the contract is studied as a legal fact, transaction, legal relationship, document and in this regard is defined differently. However, differences in contract evaluations depend not only on the direction of scientific research, their goals and objectives, but they are observed when scientists treat the contract in the same quality. This cannot be explained only by the complexity and ambiguity of the civil law category “contract”.

One of the urgent directions in the development of the theory of contract law is the study of the regulatory properties of a civil law contract, in other words, the development of theoretical problems of civil law contract regulation. The ability of a civil contract to act as a means of legal regulation of public relations today is practically not directly denied by anyone. However, on the regulatory side, the contract has still not been studied much. With rare exceptions, research thought does not extend beyond stating the regulatory role of a civil contract.

**The purpose of the work:** Theoretical and legal analysis and determination of the nature, meaning and functions of a civil contract in the mechanism of legal regulation.

**Objective:** to characterize the contract as the basis of civil law regulation; to investigate the practical significance of the contractual regulation of civil law relations; to consider the features of the formation of the terms of the contract as an element of regulation of civil law relations; to reveal topical issues freedom of contractual regulation of civil law relations.

**The theoretical and practical significance of the research** The paper substantively substantiates and formulates a number of theoretical provisions, conclusions and legislative proposals for improving the contractual regulation of civil law relations. The practical significance of the study in the development and justification of proposals for improving civil law and law enforcement practice.

**Results of the study:**

1. The civil law category “contract” has an independent significance in regulating the actions of the parties: it obliges the parties to act on agreed terms, and not at their own discretion, as when committing unilateral actions.
2. The main function of the contract in this case is to legally ensure the qualification of the transaction.
3. An agreement may prove to be an effective means of legal regulation of public relations only in conditions of precise determination of the rules of action and application of the provisions making up its content (conditions of the agreement).
4. The terms of the contract must be selected by the parties independently, but subject to the existing restrictions.
5. The principle of freedom of contract and the principle of justice must balance each other.
6. Judicial practice is based on two models of restriction of freedom of contract regulation: ex ante and ex post.

**Recommendations:**

1. Random conditions are subject to unification in a special collection, which would allow the parties to be guided by its provisions when choosing the terms of the contract, since one of the main problems is the low legal culture and the absence of any experience in conducting business

or other activities. This will allow the legislator to expand the list of dispositive norms, and, as a result, significantly expand the effect of the principle of freedom of contract.

2. The combined combination of ex ante and ex post contract freedom restriction models will be the most optimal and effective means of developing legislation on contract freedom and its limitations.

3. The restrictions on the freedom of contractual regulation should be brought into line with their true meaning.