

CONTRACTS

Syllabus - Fall 2026

Version 06.18.2026

Professor Aman Gebru

Office: 431J

Email: akgebru@central.uh.edu

Phone: (713) 743 – 1852

Office Hours: Mondays and Wednesdays, 1:00-2:00p

Course Information:

- Course Code: LAW5409/16506 – C2
- Meeting times: Mondays, Tuesdays, Wednesdays, 10:30a-12:00p
- Classroom: 310
- Casebook: Brian A. Blum, Amy C. Bushaw, Kevin Tu, *Contracts: Cases, Discussions, and Problems* (6th Edition Aspen Publishing 2026) ISBN: 9798894104829

COURSE DESCRIPTION

This is a one-semester, four-credit course which will introduce you to the law and policy governing contractual relations. We will study how contracts are formed and interpreted, defenses available in contracts litigation, breach of contract, and remedies. Our course materials will include cases, statutes, and hypothetical problems.

Throughout the course we will explore various theoretical approaches to contract law. For example, the “law and economics” framework has been applied by courts, legislators, and scholars to justify various rules. In this view, contract law is presumed to be a neutral tool for facilitating economic activity, and its rules and standards are judged solely according to their efficiency at performing this task. As we will learn, however, contract law can also serve to reinforce prevailing power dynamics in society, at times favoring more powerful parties over disadvantaged parties and reinforcing racial, gender, and socio-economic inequities. We will keep these power dynamics in mind as we learn the doctrine.

LEARNING OUTCOMES

At the end of this course, the student should be able to:

- 1) Explain the definition of a contract, its role in society, and the basis for enforcing promises, including promissory estoppel and quasi-contract.
- 2) Identify and explain the required elements of contract formation—including offer, acceptance, and consideration—as well as alternative doctrines supporting enforceability.
- 3) Analyze how courts interpret contracts, including the use of doctrines and tools such as the parol evidence rule and rules of construction.
- 4) Apply relevant statutory and common law principles, including UCC Article 2 and the Restatement (Second) of Contracts, to evaluate contract issues, and.
- 5) Articulate and, where appropriate, calculate the remedies available for breach of contract, including expectation, reliance, restitution, and equitable remedies.

ATTENDANCE AND CLASS PARTICIPATION

Attendance: The Law Center Student Handbook reads in part: “The Law Center has a minimum 80% attendance policy for students. Any student who attends fewer than the minimum percentage of classes may be dropped automatically from the class. Faculty members are free to impose stricter attendance standards. Faculty members may consider those who come in late or leave early as absent, or may decline to let a late student attend that day.” Absences in violation of law center policy may be sanctioned by a reduction in the final grade or, in egregious cases, by involuntary withdrawal from the class.

You must come to class unless you have a legitimate reason for not doing so. Illness and family emergencies are legitimate reasons. Out of consideration for your colleagues, do not come to class if you are ill. If you miss class due to illness or for any other reason, please get notes from your colleagues. If someone asks you for notes for a missed day of class, please share with them the notes for that day. You may also discuss what you missed with me, but please do so as soon as possible to ensure that you can catch up with the rest of the class.

Participation: I expect students to have read and done their best to understand the materials for each class. I will call on students to brief cases or comment on a particular topic. For each case we discuss in class, please be prepared to address:

- The facts
- Issues presented
- The court’s conclusion

- The court's reasoning
- Best arguments both sides did or could make
- Any policy rationales that may impact the outcome of the case

If you are unprepared for a given class, please email me by 9:00 AM on the day of the class to let me know. Each student can take up to two free passes during the semester.

Tutors: Students who excelled in past courses will serve as tutors for this class. You should consult tutors throughout the semester, including for clarification on topics you are uncomfortable discussing with me, to develop your skills in briefing cases, and preparing for exams.

EXAMS AND GRADING

Your final grade will be based primarily on an in-class final examination given at the end of the semester. This exam will be closed-book/closed-note except for a one-page outlined with detailed to be provided later. Throughout the course I will give ungraded practice problems and a practice mid-term exam. Use these problems and exam to help you examine your level of understanding of the relevant topics and to help you prepare for the final exam. I reserve the right to consider your attendance, class performance, and completion of practice problems when calculating your final grade, including a reduction in one-third of a grade (e.g. from an A- to B+) for poor performance on these fronts.

WEEKLY READING ASSIGNMENTS

A separate document detailing the weekly reading assignments including page numbers from our casebook and additional materials will be uploaded to our Learning Management System (Canvas). The class meets for 14 weeks (42 classes), and each class will meet for at least 67 minutes. Unless stated otherwise, all page references are to our casebook (CB). If the start or end of the assigned reading includes a new title then start or end on that title, unless otherwise stated. You do not need to submit written answers to the casebook practice problems. However, some of the practice problems posted on Canvas may require submission, and I will announce those requirements throughout the semester.

Week 1	Class 1
--------	---------

	• Course introduction • Introduction to contracts • Legal definition of contracts • Theoretical perspectives on contract law
	Class 2 • Introduction to contract damages • What makes an agreement into a contract
	Class 3 • Contractual assent: objective standard, tricky jokes, reasonable person,
Week 2	Class 1 • Introduction to Article 2
	Class 2 • The scope of Article 2
	Class 3 • Merchants and Article 2
Week 3	Class 1 Contractual Assent • The duty to read
	Class 2 The Offer • The Process of Contract Formation • The Nature and Quality of an Offer
	Class 3 The Offer (cont.) • Is an Advertisement an Offer or a Solicitation? • Offer and Acceptance through Electronic Media
Week 4	Class 1 Acceptance: • Communication of Acceptance, Effective Date, Mailbox Rule • Compliance with Instructions
	Class 2 Acceptance: • Lapse or Revocation • Inadvertent Acceptance • Silence as Acceptance

Week 5	Class 1 Acceptance by Performance: • Unilateral Contracts
	Class 2 • Conflicting Terms • Battle of the Forms
	Class 3 • Battle of the Forms (cont.) • Standard Terms Revealed After Goods or Services are Ordered
Week 6	Class 1 • Preliminary, Incomplete, and Indefinite Agreements • Unenforceable Agreements to Agree: Deferred Agreements on Essential Contract Terms
	Class 2 • The Problem of Indefiniteness or Vagueness • The Tort of Interference with Contract Relations • The Statute of Frauds
	Class 3 • The Statute of Frauds Relating to Contracts Not Performable within a Year of Execution
Week 7	Class 1 • The Statute of Frauds Relating to the Sale of Goods • Consideration: The Basic Doctrine
	Class 2 Consideration • Consideration: The Distinction Between "Bargained for" Exchanges and Gratuitous Promises
	Class 3 Consideration • Consideration: What Suffices as Consideration
Week 8	Class 1 • The Doctrine of Mutuality of Obligation and Its Application to Illusory Promises

	Class 2 • Promissory Estoppel: Origin, Nature, Theory • Use of Promissory Estoppel to Enforce Promises in the Absence of a Clear Bargain
	Class 3 • Use of Promissory Estoppel to Enforce Promises in the Absence of a Clear Bargain (Cont.) • Promissory Estoppel in the Broader Context of a Bargain
Week 9	Class 1 • Promissory Estoppel and the Statute of Frauds • Remedies in Promissory Estoppel Actions
	Class 2 • Options and Firm Offers
	Class 3 • Unjust Enrichment and Material Benefit
Week 10	Class 1 • Unjust Enrichment: “Moral Obligation” and “Material Benefit” Doctrines • Improper Bargaining: Fraudulent Misrepresentation
	Class 2 • Improper Bargaining: Fraudulent Misrepresentation (cont.)
	Class 3 • Improper Bargaining: Duress
Week 11	Class 1 • Undue Influence • Unconscionability
	Class 2 • Unconscionability (cont.) • Illegality, violation of Public Policy, Lack of Contractual Capacity
	Class 3 • Contracts in Violation of Public Policy

Week 12	Class 1 • Illegality • Contracts in Violation of Public Policy
	Class 2 • Incapacity based on Minority
	Class 3 • Incapacity Based on Mental Illness or Defect • Contract Interpretation and Construction
Week 13	Class 1 • Interpretation of Written Agreements
	Class 2 • Construction of Contract Obligations
	Class 3 • The Doctrine of Misunderstanding • The Parole Evidence Rule
Week 14	Class 1 • The Parole Evidence Rule (continued) • Application of the Parole Evidence Rule under the UCC
	Class 2 • Overflow - topics left over from the past week will be discussed
	Class 3 • Review – past exam questions and student questions will be answered

TEXAS SENATE BILL 17

Texas Senate Bill 17, the recent law that outlaws diversity, equity, and inclusion programs at public colleges and universities in Texas, does not in any way affect content, instruction, or discussion in a course at public colleges and universities in Texas. Expectations and academic freedom for teaching and class discussion have not been altered post-SB 17, and students should not feel the need to censor their speech pertaining to topics including race and racism, structural inequality, LGBTQ+ issues, or diversity, equity, and inclusion.

UNIVERSITY OF HOUSTON REQUIRED AND RECOMMENDED SYLLABUS LANGUAGE

A. *Honor Code*

The UHLC Honor Code applies to all aspects of this course. You are responsible for knowing all Honor Code provisions and for complying with the Honor Code. Please inquire if you have any questions regarding how the Honor Code's provisions apply to specific activities or situations related to this course. Your continuing enrollment in this course is deemed to be a pledge by you under the Honor Code to comply with the Honor Code in relation to this course and to comply with the instructions in the course syllabus.

B. *AI Generated Text*

General. Generative artificial intelligence is a form of machine learning that creates new and original output based on the data it has been trained on or has access to, employing algorithms to generate content in response to prompts. Examples of the technology include what are known as generative “large language models” (LLMs). Two well-known LLM implementations are ChatGPT and Claude. LLM output can include text, images, music, code, and more. This syllabus policy covers the textual output of generative LLMs (AI-Generated Text)—which can include computer code or programs and human-language content. Because AI-Generated Text can often mimic human intelligence, it could potentially be used as a substitute for a student's own work product. Such use is potentially problematic to the extent that it becomes a substitute for internalized student understanding of the material or creates a dependency on AI-Generated Text, which may be strictly prohibited in settings that include the bar examination.

Prohibition. Subject to the exceptions immediately below, your continuing enrollment in this course constitutes your pledge not to generate or to use any AI-Generated Text—whether from yourself or others—in relation to any assessment in this course. The term “assessment” means any graded or ungraded work product for this course that is submitted to the instructor, presented in a class session, or used in an oral or written graded assessment for this course.

Exceptions: The following AI-Generated Text uses are exceptions to the preceding prohibition. The exceptions' intent is to allow the generation and use of AI-Generated Text for specific, narrowly defined activities related to this course.

- You may generate and use AI-Generated Text for class preparation, although you must disclose the full extent of that use if your professor asks. You may generate and use AI-Generated Text for study supplements to aid with general understanding of course content. This could take different forms that include creating examples or explanations of a concept, generation of diagrams and flow charts, “gamification” of course content, flash cards for study, or sample questions and answers.
- You may generate and use AI-Generated Text for an outline that summarizes the course content.
- You may use AI-Generated Text to check your originally drafted text for misspellings, grammar and punctuation errors, strength and clarity of prose, verbosity, effective transitional language and thesis sentences, word choice, excessive passive voice, and similar things.

C. *Mental Health and Wellness Resources*

The University of Houston has a number of resources to support students' mental health and overall wellness, including CoogsCARE and the UH Go App. UH Counseling and Psychological Services (CAPS) offers 24/7 mental health support for all students, addressing various concerns like stress, college adjustment and sadness. CAPS provides individual and couples counseling, group therapy, workshops, and connections to other support services on and off-campus. For assistance visit uh.edu/caps, call 713-743-5454, or visit a Let's Talk location in-person or virtually. Let's Talk are daily, informal confidential consultations with CAPS therapists where no appointment or paperwork is needed.

The Student Health Center offers a Psychiatry Clinic for enrolled UH students. Call 713-743-5149 during clinic hours, Monday through Friday 8 a.m. - 4:30 p.m. to schedule an appointment. The A.D. Bruce Religion Center offers spiritual support, and a variety of programs centered on well-being.

Need Support Now? - If you or someone you know is struggling or in crisis, help is available. Call CAPS crisis support 24/7 at 713-743-5454, or the National Suicide and Crisis Lifeline: call or text 988, or chat 988lifeline.org.

D. *Title IX/ Sexual Misconduct*

Per the UHS Sexual Misconduct Policy, your instructor is a "responsible employee" for reporting purposes under Title IX regulations and state law and must report incidents of sexual misconduct (sexual harassment, non-consensual sexual contact, sexual assault, sexual exploitation, sexual intimidation, intimate partner violence, or stalking) about which they become aware to the Title IX office. Please know there are places on campus where you can make a report in confidence. You can find more information about resources on the Title IX website at <https://uh.edu/equal-opportunity/title-ix-sexual-misconduct/resources/>.

E. *Reasonable Academic Adjustments/ Auxiliary Aids*

The University of Houston is committed to providing an academic environment and educational programs that are accessible for its students. Any student with a disability who is experiencing barriers to learning, assessment or participation is encouraged to contact the Justin Dart, Jr. Student Accessibility Center (Dart Center) to learn more about academic accommodations and support that may be available to them. Students seeking academic accommodations will need to register with the Dart Center as soon as possible to ensure timely implementation of approved accommodations. Please contact the Dart Center by visiting the website: <https://uh.edu/accessibility/> calling (713) 743-5400, or emailing jdcenter@Central.UH.EDU.

F. *Recording of Class*

Students may not record all or part of class, livestream all or part of class, or make/distribute screen captures, without advanced written consent of the instructor. If you have or think you may have a disability such that you need to record class-related activities, please contact the Justin Dart, Jr. Student Accessibility Center. If you have an accommodation to record class-related activities, those recordings may not be shared with any other student, whether in this course or not, or with any other person or on any other platform. Classes may be recorded by the instructor. Students may use instructor's recordings for their own studying and notetaking. Instructor's recordings are not authorized to be shared with anyone without the prior written approval of the instructor. Failure to

comply with requirements regarding recordings will result in a disciplinary referral to the Dean of Students Office and may result in disciplinary action.

G. *Resources for Online Learning*

The University of Houston is committed to student success, and provides information to optimize the online learning experience through our Power-On website (<https://uh.edu/power-on/learning/>). Please visit this website for a comprehensive set of resources, tools, and tips including: obtaining access to the internet, AccessUH, Blackboard, and Canvas; using your smartphone as a webcam; and downloading Microsoft Office 365 at no cost. For questions or assistance contact UHOnline@uh.edu.

H. *UH Email*

Please check and use your CougarNet email for communications related to this course. Faculty use the CougarNet email to respond to course-related inquiries such as grade queries or progress reports for reasons of FERPA. To access your CougarNet email, login to your Microsoft 365 account with your CougarNet credentials. Visit University Information Technology (UIT) for instructions on how to connect your CougarNet e-mail on a mobile device.

I. *Webcams*

Access to a webcam is required for students participating remotely in this course. Webcams must be turned on during class time to ensure consistency with in-person attendance. If you have reasons for turning off your webcams, you should contact me ahead of the relevant class to request authorization.

J. *Security Escorts and Cougar Ride*

UHPD continually works with the University community to make the campus a safe place to learn, work, and live. The security escort service is designed for the community members who have safety concerns and would like to have a Security Officer walk with them, for their safety, as they make their way across campus. Based on availability either a UHPD Security Officer or Police Officer will escort students, faculty, and staff to locations beginning and ending on campus. If you feel that you need a Security Officer to walk with you for your safety, please call 713-743-3333. Arrangements may be made for special needs.

Parking and Transportation Services also offers a late-night, on-demand shuttle service called “Cougar Ride” that provides rides to and from all on-campus shuttle stops, as well as the MD Anderson Library, Cougar Village/Moody Towers and the UH Technology Bridge. Rides can be requested through the UH Go app. Days and hours of operation can be found at <https://uh.edu/af-university-services/parking/cougar-ride/>.

K. *Syllabus Changes*

Please note that I may need to make modifications to the course syllabus. Notice of such changes will be announced as quickly as possible through Canvas.

L. *Helpful Information*

For various types of support, visit Coogs Care <https://uh.edu/dsa/coogscare/> and the Student Health Center: <https://www.uh.edu/healthcenter/>