



BLOGS

Choice of Forum/Venue

Florida Federal Court Dismisses Matter Sua Sponte Pursuant to Forum-Selection Clause in the Franchise Agreement

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The court concluded that the forum-selection clause was valid and enforceable. It rejected Defendants' initial argument that the forum-selection clause would contravene public policy as illegal under Texas law because there was no indication that inclusion of the forum-selection clause was the product of fraud. It observed that the allegations that the overall franchise agreements are void and unenforceable were not persuasive, and even if the franchise agreements were somehow void, that would not impact the enforceability of the agreed-upon forum-selection clause. The court also concluded that the forum-selection clause was mandatory, not permissive. Despite neither party filing a motion to dismiss for *forum non conveniens*, the court *sua sponte* dismissed the case under the doctrine, concluding that Kava Culture failed to carry its burden to establish that the public-interest weighed against filing the case in the agreed upon forum and failed to establish any exceptional circumstances that should overrule a valid forum-selection clause.

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