

## **SUMMARY STATEMENT**

*River Range, LLC v. Citadel Storage, LLC*

Docket No. 47087

This case involved a dispute over the return of earnest money following termination of an agreement to purchase a storage facility between River Range, LLC, (River Range), the buyer, and Citadel Storage, LLC, (Citadel), the seller. Following River Range's termination of the agreement, River Range demanded the return of its earnest money. Citadel refused, arguing that the deadline for the return of the earnest money had passed.

River Range filed a lawsuit, seeking the return of its earnest money. Citadel filed a motion for summary judgment, arguing that under the plain language of the agreement it had no duty to return the money to River Range. The district court granted summary judgment in favor of Citadel. The Idaho Supreme Court affirmed the order granting summary judgment because (1) the agreement unambiguously provided that the earnest money became nonrefundable after the due diligence deadline; (2) River Range waived the right to have the earnest money returned; and (3) Citadel did not breach the duty of good faith and fair dealing. Citadel was also awarded its attorney fees on appeal.