

## **SUMMARY STATEMENT**

*Treasure Valley Home Solutions v. Chason*

Docket No. 49231-2021

The Idaho Supreme Court affirmed the district court's grant of summary judgment against Treasure Valley Home Solutions ("TVHS") but reversed the district court's award of attorney fees. This case concerned the enforceability of a Real Estate Purchase and Sale Agreement ("Agreement") between TVHS and Richard Chason. TVHS filed a complaint against Chason alleging breach of contract and requesting a judgment ordering specific performance of the contract after Chason refused to move forward with the transaction. The Agreement provided that TVHS would purchase Chason's property for \$330,000, with \$55,000 to be paid according to the Seller Term Sheet. The Additional Terms and Conditions attached to the Agreement stated that the purchase price was contingent on agreement to the financing terms in the Seller Term Sheet. The parties never negotiated the content of the Term Sheet and it was left blank.

Chason filed a motion for summary judgment, arguing the Agreement lacked definite terms and was therefore unenforceable. The district court granted Chason's motion for summary judgment and explained that the Agreement lacked reasonable certainty of material terms, because \$55,000 of the purchase price was not addressed. Accordingly, the district court determined the Agreement was unenforceable and dismissed TVHS's claim with prejudice. Chason subsequently filed a motion for attorney fees and costs pursuant to Idaho Code sections 12-120(3) and 12-121, and Idaho Rule of Civil Procedure 54. The district court awarded Chason attorney fees pursuant to Idaho Code section 12-120(3).

The Supreme Court affirmed the district court's grant of summary judgment against TVHS because the plain language of the Agreement was contingent on the parties reaching consensus of the terms of a seller-financed loan for \$55,000 of the purchase price but the parties never reached agreement on the terms of the loan. As a result, the Agreement was a mere "agreement to agree" and no valid contract was formed. The Court reversed the district court's award of attorney fees to Chason pursuant to Idaho Code section 12-120(3) because the evidence did not establish that a commercial transaction was the gravamen of the claim between TVHS and Chason.

\*\*\*This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.\*\*\*