

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION FIVE

JITTERSWING, INC.,)	No. ED93045
)	
Appellant,)	Appeal from the Circuit Court
)	of St. Charles County
vs.)	
)	
FRANCORP, INC.,)	Honorable Lucy D. Rauch
)	
Respondent.)	FILED: March 16, 2010

Jitterswing, LLC ("Jitterwsing") appeals the trial court's decision granting defendant Francorp, INC's ("Francorp") Motion to Dismiss. We reverse and remand.

REVERSED AND REMANDED

Division Five Holds: We find that the language of the forum selection clause in the contract between Jitterswing and Francorp was not sufficiently specific to encompass a tort claim. Further we find that enforcing the forum selection clause would create an unfair result. Therefore, we reverse and remand.

Opinion by: Roy L. Richter, J.
Kenneth M. Romines, C.J., Gary M. Gaertner, Jr., J., concur

Attorneys for Appellant: Allen D. Kircher

Attorneys for Respondent: John E. Tresslar, T. Michael Wood, Teresa M. Young

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.