

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2005

RENNOC, INC., a Florida corporation, d/b/a **UNIVERSAL DATA
SYSTEMS,**
Appellant,

v.

MERICA, BURCH & DICKERSON, INC., a Nevada corporation,
Appellee.

No. 4D04-4949

November 30, 2005

PER CURIAM.

We reverse an order dismissing Rennoc's complaint with prejudice.

The trial court looked outside the four corners of the complaint in finding that the contracts at issue were executed in Nevada. The applicable law is significant here. If Nevada law applies, the six-month limitation period placed in these contracts may be valid, while if Florida law applies, it is undisputed that the parties' contractual reduction of the limitations period is invalid. § 95.03, Fla. Stat.

The complaint's factual allegations must be taken as true and all inferences construed favorably to the plaintiff, Rennoc, as non-moving party. *Atkins v. Topp Telecom, Inc.*, 873 So. 2d 397, 398 (Fla. 4th DCA 2004). The trial court's finding that the complaint was executed in Nevada required an inferential step that was not in favor of Rennoc. As a result, dismissal is improper. We remand for further proceedings.

STONE, GROSS and HAZOURI, JJ., concur.

* * *

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Patti Englander Henning, Judge; L.T. Case No. 04-02622 (03).

J. Scott Gunn of J. Scott Gunn, P.A., Fort Lauderdale, for appellant.

Patrick P. Coll of Bedell, Dittmar, DeVault, Pillans & Coxe, P.A.,
Jacksonville, for appellee.

Not final until disposition of timely filed motion for rehearing.