

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

JULY TERM 2006

SKYNET TELESYSTEMS, LLC,  
A FLORIDA, ETC., ET AL.,

Appellant,

v.

Case No. 5D06-524

THERMO CREDIT, LLC A COLORADO,  
ETC. ,

Appellee.

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Opinion filed November 9, 2006.

Non Final Appeal from the Circuit  
Court for Hernando County,  
Richard Tombrink, Jr., Judge.

Jonathan D. Smith, Spring Hill, for  
Appellant.

Lynn Welter Sherman and J. Scott  
Slater of Hill, Ward & Henderson, P.A.,  
Tampa , for Appellee.

PER CURIAM.

AFFIRMED. See Affinity Internet, Inc. v. Consol. Credit Counseling Servs., 920 So. 2d 1286, 1289 (Fla. 4th DCA 2006) ("No evidentiary hearing was required because no factual issues were in dispute and the issue of whether a valid arbitration agreement existed was a matter of law."); Eugene W. Kelsey & Son, Inc. v. Architectural Openings, Inc., 484 So. 2d 610, 611 (Fla. 5th DCA 1986) ("Arbitration provisions from one contract

cannot be extended to a separate contract between the same parties unless the parties expressly agree to do so.").

GRIFFIN, THOMPSON and ORFINGER, JJ., concur.