

Third District Court of Appeal

State of Florida

Opinion filed May 29, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D18-355
Lower Tribunal No. 17-19139

Inspirato LLC,
Appellant,

vs.

John Ciafone and Gina Argento,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Maria de Jesus Santovenia, Judge.

Bryan Cave Leighton Paisner LLP, and David Axelman, for appellant.

L.E. Burgess, P.A., and Laura E. Burgess, for appellees.

Before EMAS, C.J., and SCALES and LINDSEY, JJ.

PER CURIAM.

Affirmed. See Biscayne Inv. Group, Ltd. v. Guar. Mgmt. Servs., 903 So. 2d 251, 254 (Fla. 3d DCA 2005) (holding: “A cause of action for breach of contract brought by a third party beneficiary must include the following allegations: (1) the existence of a contract; (2) the clear or manifest intent of the contracting parties that the contract primarily and directly benefit the third party; (3) breach of the contract by a contracting party; and (4) damages to the third-party resulting from the breach;” further holding: “A non-party is the specifically intended beneficiary only if the contract clearly expresses an intent to primarily and directly benefit the third party or a class of persons to which that party belongs”) (citing Security Mut. Cas. Co. v. Pacura, 402 So. 2d 1266 (Fla. 3d DCA 1981) and Aetna Cas. & Sur. Co. v. Jelac Corp., 505 So. 2d 37 (Fla. 4th DCA 1987)). See also Hollywood Lakes Country Club, Inc. v. Community Ass'n Servs., Inc., 770 So. 2d 716, 719 (Fla. 4th DCA 2000) (affirming trial court’s dismissal of cause of action under third-party beneficiary theory, where the contract attached to the complaint failed to establish an intent to directly and substantially benefit the developer asserting third-party beneficiary status).