

Third District Court of Appeal

State of Florida

Opinion filed September 9, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-2253
Lower Tribunal No. 17-22901

ISOT Medical Center, Corp.,
Appellant,

vs.

Chaptal Group, Inc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Martin Zilber,
Judge.

Berger & Hicks, P.A., and Martin I. Berger, Zachary A. Hicks, and Adam C.
Loeb; Kula & Associates, P.A., and Elliot B. Kula and William D. Mueller, for
appellant.

Sheldon R. Rosenthal, for appellee.

Before EMAS, C.J., and LOGUE and MILLER, JJ.

PER CURIAM.

Affirmed. See Babul v. Golden Fuel, Inc., 990 So. 2d 680, 683 (Fla. 2d DCA 2008) (holding: “[W]here. . . there is an ambiguity on the face of a contract as to the capacity of parties and their relationship with one another and the surrounding circumstances when they entered into the agreement, the court is proper in receiving parol evidence” (quoting Landis v. Mears, 329 So. 2d 323, 326 (Fla. 2d DCA 1976))). See also Producers Fertilizer Co. v. Holder, 208 So. 2d 492, 494 (Fla. 2d DCA 1968) (holding that “parol evidence is admissible to identify the real parties in interest in a transaction”); Restatement (Third) of Agency § 6.01 cmt. c (2006) (providing: “Unless the contract explicitly excludes the principal as a party, parol evidence is admissible to identify a principal and to subject the principal to liability on a contract made by an agent. The parol-evidence rule does not bar proof that an agent made a contract on behalf of a principal.”)