

1 **FRY, Judge.**

2 Plaintiffs-Appellants Lonnie D. Clark and Karla Rolan Clark (Plaintiffs) appeal
3 from an order granting summary judgment to Defendant-Appellee Affinity Road and
4 Travel Club, Inc. (Affinity). We issued a notice of proposed summary disposition,
5 proposing to uphold the district court’s determination. Plaintiffs have filed a
6 memorandum in opposition, which we have duly considered. Because we remain
7 unpersuaded that the district court erred, we affirm.

8 Our analysis relative to the merits is set forth at length in the notice of proposed
9 summary disposition. We will confine the present discussion to the various points
10 raised in the memorandum in opposition.

11 First, Plaintiffs suggest that our reliance upon *Espinosa v. United of Omaha Life*
12 *Ins. Co.*, 2006-NMCA-075, ¶ 26, 139 N.M. 691, 137 P.3d 631, is misplaced, because
13 this is not an insurance dispute. [MIO 2] However, the pertinent portion of the
14 *Espinosa* decision deals with general principles of contract law, which are equally
15 applicable outside the context of insurance litigation. *See Rummel v. Lexington Ins.*
16 *Co.*, 1997-NMSC-041, ¶ 18, 123 N.M. 752, 945 P.2d 970 (“[I]nsurance contracts are
17 construed by the same principles which govern the interpretation of all contracts.”
18 (internal quotation marks and citations omitted)).

1 Unambiguous contract language will be enforced as written. *See Espinosa,*
2 2006-NMCA-075, ¶ 26 (“When a contract or agreement is unambiguous, we interpret
3 the meaning of the document and the intent of the parties according to the clear
4 language of the document, and we enforce the contract or agreement as written.”); *see*
5 *also Montoya v. Villa Linda Mall, Ltd.*, 110 N.M. 128, 129, 793 P.2d 258, 259 (1990)
6 (“It is black letter law that, absent an ambiguity, a court is bound to interpret and
7 enforce a contract's clear language and cannot create a new agreement for the
8 parties.”). Accordingly, insofar as the applicable terms of the contract at issue in this
9 case are clear and unambiguous, the district court did not err in enforcing them.

10 We further understand Plaintiffs to advance a new argument, contending that
11 the contract terms should not have been enforced because they were contained in a
12 document which altered previous terms, and because Plaintiffs were unaware of this
13 material. [MIO 2-3] However, we have reviewed Plaintiffs’ response to Affinity’s
14 motion for summary judgment, and find no indication that Plaintiffs raised this
15 argument at that time. [RP 325-30, 342] At the hearing on the motion, when the
16 district court explained that it needed a copy of the contract and that it was Plaintiffs’
17 burden to supply this, Plaintiffs indicated that they lacked a copy and would therefore
18 “live with” the documents supplied by Affinity. [RP 364-65] Plaintiffs indicated that
19 Affinity sent new brochures on a yearly basis, [RP 364] but later, Plaintiffs indicated

1 **WE CONCUR:**

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J. MILES HANISEE, Judge

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M. MONICA ZAMORA, Judge