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Security Credit Leasing, Inc. v. Armaly 529 S.E.2d 283 (S.C. App. 2000)

The defendant/lessee entered into a four-year lease with the plaintiff/lessor for video surveillance equipment. The lease contained an "Applicable Law and Venue Clause" where the defendant agreed to submit to jurisdiction in a Florida court, even though he was the owner of a business in South Carolina. The lessee requested that the lessor remove the equipment well before the lease expired. The lessor removed the equipment and then obtained a default judgment against the lessee in a Florida court. The lessor subsequently filed an action in South Carolina to enforce the judgment. The lessee argued that the forum selection clause in the lease was unreasonable and unjust.

The court held first that the Florida court's exercise of jurisdiction was valid under its long arm statute because there was a presumption that the lessee owed payment to the lessor at its office in Florida. Secondly, the lessee had minimum contacts with the state because the forum selection clause was valid and it was required to perform payment of the contract in Florida. The court also noted that in federal court and most state courts, a valid forum clause is sufficient to waive the minimum contacts requirement, but Florida law requires an independent basis for jurisdiction as well.



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