

DISTRICT COURT OF APPEAL OF FLORIDA, FOURTH DISTRICT

Sky Aviation Holdings, LLC v. Aviation Unlimited

No. 4D2024-0725 · No. 4D2024-0725 · Decided December 17, 2025

SUMMARY

The Florida Fourth District Court of Appeal held that an aircraft sale contract’s limitation of the buyer’s remedies to reimbursement of inspection costs was enforceable and not illusory. The court reversed the circuit court’s partial summary judgment for the buyer and directed entry of summary judgment for the seller, subject to payment of inspection costs and return of the buyer’s deposit. The court affirmed the order vacating the jury’s lost-profits verdict and ordering a new trial based on discovery violations.

CASE DETAILS

COURT	District Court of Appeal of Florida, Fourth District
WRITING FOR THE COURT	Chief Judge Kuntz; Judge Gerber; Judge Conner
JURISDICTION	District Court of Appeal of Florida, Fourth District
DECIDED	December 17, 2025
DOCKET	4D2024-0725
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The seller appealed a partial summary judgment ruling that a contractual limitation on the buyer's remedies was illusory and unenforceable. The buyer cross-appealed the order vacating the jury's lost-profits verdict and ordering a new trial based on discovery violations.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. The appellate court reviewed the order vacating the jury verdict and ordering a new trial for abuse of discretion.
PRECEDENTIAL VALUE	Published Florida District Court of Appeal opinion
PARTIES	Sky Aviation Holdings, LLC v. Aviation Unlimited

TOPICS

- contracts
- remedies
- commercial litigation
- summary judgment
- appellate procedure

PRACTICE AREAS

contract law

commercial litigation

appellate procedure

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether the contract's provision limiting the buyer's remedies for the seller's default to reimbursement of inspection costs was illusory and unenforceable.
2. Whether the circuit court properly vacated the jury's lost-profits verdict and ordered a new trial based on the buyer's counsel's discovery violations.

HOLDINGS

1. The remedy limitation was not illusory because the contract imposed genuine obligations on both parties and reasonably limited the buyer's remedy to reimbursement of inspection costs.
2. The order vacating the jury's lost-profits verdict and ordering a new trial on damages was affirmed.

KEY QUOTATIONS

"Parties to a contract may agree to limit their respective remedies, and those remedies need not be the same."
(at 3)

"The contractual provision, however, must be reasonable for a trial court to enforce it." (at 3)

"The key in Ocean Dunes was that one party had no obligation and the other party's obligations were real."
(at 4)

"Inlet Beach supports a conclusion here that the seller's reimbursement of the buyer's inspection costs was a reasonable limitation on damages." (at 5)

FACTUAL BACKGROUND

Sky Aviation agreed to sell an aircraft to Aviation Unlimited for \$1,050,000. After the buyer conditionally accepted the aircraft subject to repairs, the seller paid repair costs exceeding \$108,000, which made the transaction unprofitable for the seller, and then refused to complete the sale. The contract limited the buyer's remedies for a seller default to reimbursement of inspection costs, while permitting the seller to retain the buyer's deposit if the buyer defaulted. The buyer sought resale lost profits, obtained a jury verdict for that amount, and then had the verdict vacated because of serious discovery violations by the buyer's counsel.

PROCEDURAL HISTORY

The buyer sued the seller for breach of an aircraft sale contract after the seller refused to complete the transaction. The circuit court entered partial summary judgment for the buyer, ruled that the contractual remedy limitation did not apply, and allowed the buyer to seek resale lost profits. A jury awarded the buyer the claimed lost profits, but the circuit court vacated the verdict and ordered a new damages trial because of the buyer's counsel's severe discovery misconduct. The Fourth District reversed the partial summary judgment, directed entry of summary judgment for the seller subject to payment of inspection costs and return of the deposit, and affirmed the order vacating the jury verdict.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Vacate the partial summary judgment entered for Aviation Unlimited and enter summary judgment for Sky Aviation Holdings, LLC requiring the seller to pay the buyer's inspection costs under contract section 10.4(b) and refund the buyer's deposit. The order vacating the jury verdict and ordering a new trial on damages is affirmed.

CASES CITED

- Office Depot, Inc. v. Miller, 584 So. 2d 587 (Fla. 4th DCA 1991)
- Binger v. King Pest Control, 401 So. 2d 1310 (Fla. 1981)
- Ocean Dunes of Hutchinson Island Dev. Corp. v. Colangelo, 463 So. 2d 437 (Fla. 4th DCA 1985)
- Inlet Beach Cap. Invs., LLC v. F.D.I.C., 778 F.3d 904 (11th Cir. 2014)
- Ament v. One Las Olas, Ltd., 898 So. 2d 147 (Fla. 4th DCA 2005)
- Jet Sales of Stuart, LLC v. Jet Connection Travel, GmbH, No. 06-80039-CIV, 2006 WL 8435439 (S.D. Fla. Sept. 19, 2006)