

Is not reading the contract a defense to enforcement of the contract?

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Occasionally in litigating contract actions I will run into the laughable defense of “I didn’t read the contract, so therefore I shouldn’t be subject to it.” That is not a viable defense under Florida law. It is well settled Florida law that a party has a duty to learn and know the contents of a proposed contract before he signs it and therefore, one who signs a contract is presumed to know its contents. *Wexler v. Rich*, 80 So. 3d 1097 (Fla. 4th DCA 2012). Additionally, a party to a contract is not permitted to avoid the consequences of a contract freely entered into simply because he or she elected not to read and understand its terms before executing it, or because, in retrospect, the bargain turns out to be disadvantageous. *Brea Sarasota, LLC v. Bickel*, 95 So. 3d 1015 (Fla. 2nd DCA 2012). Finally, the consequences of signing any document or contract cannot be avoided by merely testifying that the document or contract was not read. *Mitleider v. Brier Grieves Agency, Inc.*, 53 So. 3d 410 (Fla. 4th DCA 2011). Therefore, if you are looking to get out of a contract you had better be more creative than that.