

**Petition for Writ of Mandamus Conditionally Granted and Opinion filed
February 13, 2025.**



**In The
Fourteenth Court of Appeals**

NO. 14-24-00565-CV

IN RE INVINCIBLE BOAT COMPANY LLC; Warbird Marine Holdings, LLC; Ron Hoover Companies, Inc.; Ron Hoover Marine, Inc.; Ron Hoover Companies of Rockport, Inc.; Ron Hoover Companies of Corpus Christi, Inc.; Ron Hoover Companies of Donna, Inc.; AND Ron Hoover Companies of Houston, Inc., Relators

**ORIGINAL PROCEEDING
WRIT OF MANDAMUS
149th District Court
Brazoria County, Texas
Trial Court Cause No. 123686-CV**

O P I N I O N

Relators¹ filed a petition for writ of mandamus in this Court, seeking enforcement of a forum-selection clause in an agreement to which VIP Boats and Yachts, LLC (“VIP Boats”) is a signatory. *See* Tex. Gov’t Code § 22.221; *see also* Tex. R. App. P. 52. In the petition, Relators ask us to compel the Honorable Jessica Pulcher, presiding judge of the 149th District Court of Brazoria County, to vacate her May 17, 2024 order denying Relators’ motions to dismiss and sign an order granting the motions to dismiss.

We conclude that the agreement at issue contains a clause selecting a Florida forum, that the clause applies to all of VIP Boats’ claims, and that enforcing the clause would not be unjust or unreasonable for any of the reasons claimed by VIP Boats. We conditionally grant the petition and order the trial court to vacate its May 17, 2024 order denying Relators’ motions to dismiss. We also order the trial court to dismiss the claims against Relators in accordance with the forum-selection clause.

Background

VIP Boats filed the present lawsuit against Relators. The following facts are alleged in VIP Boats’ live petition.

Invincible Boat Company, LLC (“Invincible Boat”) manufactures Invincible boats, a high-end off-shore line of fishing boats. On October 16, 2018, VIP Boats and Invincible Boat entered into an authorized dealer agreement (“Agreement”), which designated VIP Boats as the exclusive dealer for Invincible boats in Texas.

¹ Invincible Boat Company LLC; Warbird Marine Holdings, LLC; Ron Hoover Companies, Inc.; Ron Hoover Marine, Inc.; Ron Hoover Companies of Rockport, Inc.; Ron Hoover Companies of Corpus Christi, Inc.; Ron Hoover Companies of Donna, Inc.; and Ron Hoover Companies of Houston, Inc.

The Agreement's initial term was one year. VIP Boats attached a copy of the Agreement to its pleading.

Under the Agreement, if VIP Boats sold a minimum of six Invincible boats in Texas within the Agreement's initial one-year term, Invincible Boat would renew the Agreement for the next year. VIP Boats met its first-year sales target, and the Agreement was renewed. According to VIP Boats, however, despite the contract language, the renewal term was not limited to one year but extended for a statutorily mandated three years with an end date of October 16, 2022. *See* Tex. Occ. Code §§ 2352.052(d), (e). Moreover, VIP Boats alleged that following the expiration of the first three-year renewal term, the Agreement was again renewed by operation of law for a second three-year term concluding on October 16, 2025. The reason the Agreement was renewed, VIP Boats asserted, is because it successfully performed its part of the bargain. VIP Boats' performance under the Agreement, for example, resulted in almost \$22,000,000 in Invincible boat sales in Texas between January 2019 and June 2023.

Important to the present dispute, the Agreement contains the following "Dispute Resolution, Jurisdiction and Venue" clause:

DISPUTE RESOLUTION, JURISDICTION AND VENUE: To the extent permitted by law, jurisdiction and venue for any action brought under this Agreement or in connection with Invincible Boat that is the subject of this Agreement shall lie exclusively in the state or federal courts located within Miami-Dade County, Florida. Dealer expressly consents to the jurisdiction of the Florida courts over it for any claim related directly or indirectly to the Agreement, whether sounding in contract or tort. Florida law shall govern with respect to all disputes related to the interpretation and construction of this Agreement.

On April 24, 2023, representatives of Invincible Boat and Warbird Marine Holding, LLC (“Warbird”)² called VIP Boats’ president and terminated the Agreement. VIP Boats was told that that the Ron Hoover Parties³ would be the new Invincible boat dealers in Texas.

VIP Boats sued Relators in Brazoria County, Texas. In its live petition, VIP Boats asserted three causes of action: (1) conspiracy to violate and violations of Texas Occupations Code §§ 2352.001, *et seq.*; (2) breach of contract; and (3) conspiracy to commit and the commission of tortious interference with an existing contract/business relationship. The Agreement’s termination and the appointment of the Ron Hoover Parties as Invincible boat dealers in Texas forms the fundamental factual basis of all of VIP Boats’ causes of action. These acts, VIP Boats alleged, violated the Agreement and the Occupations Code. As VIP Boats tells it, in 2023, Invincible Boat and Warbird “orchestrated an intentional scheme to terminate the contractual/business relationship between [VIP Boats] and [Invincible Boat and Warbird], to remove the exclusive Texas Invincible dealership territory from VIP Boats, and to enter into a new exclusive dealership agreement” with the Ron Hoover Parties. VIP Boats further alleged that the Ron Hoover Parties were aware that VIP Boats held the exclusive dealership agreement in Texas for the sale of Invincible boats but nevertheless colluded with Invincible Boat and Warbird “to

² Relator Warbird acquired Invincible Boat within the Agreement’s initial one-year term.

³ VIP Boats’ reference to the “Ron Hoover” Parties means Ron Hoover Companies, Inc.; Ron Hoover Marine, Inc.; Ron Hoover Companies of Rockport, Inc.; Ron Hoover Companies of Corpus Christi, Inc.; Ron Hoover Companies of Donna, Inc.; and Ron Hoover Companies of Houston, Inc.

terminate the exclusive dealer Agreement with [VIP Boats] and have themselves appointed as the Texas Invincible boat dealer.”

Relators filed motions to dismiss VIP Boats’ lawsuit based on Texas Rule of Civil Procedure 91a and the Agreement’s forum-selection clause. In their respective motions, Relators invoked and quoted the Agreement’s forum-selection clause, and argued that all claims came within the clause’s scope. In its response, VIP Boats argued that: Relators could not use rule 91a to dismiss the case based on the forum-selection clause; Relators had not proven the existence of a forum-selection agreement applicable to VIP Boats’ claims; enforcement of the Agreement would be unreasonable or unjust; and the forum-selection clause is unenforceable under the Texas Occupations Code.

Following an oral hearing, the trial court denied all of Relators’ motions. Relators filed this petition shortly thereafter.

Analysis

Relators contend that the trial court abused its discretion by denying their motions to dismiss based on the contractual forum-selection clause that provides for an exclusive forum in the state and federal courts in Miami-Dade County, Florida. Relators urge that they demonstrated the existence of a valid agreement containing a forum-selection clause, which applies to all of VIP Boats’ claims.

VIP Boats responds that the trial court did not abuse its discretion because: (1) Relators did not show that an agreement exists because the Agreement’s renewal provision—an essential term—is in question; (2) the forum-selection clause does not apply to at least some of VIP Boats’ claims; (3) it would be unreasonable and unjust

to enforce the forum-selection clause without first determining whether the Agreement exists and expired in October of 2020 and whether VIP Boats' claims (or those left remaining) are subject to the forum-selection clause; and (4) the forum-selection clause is unenforceable because mandatory venue for this action lies in Brazoria County under the Texas Occupations Code.

A. Standards of Review

To obtain mandamus relief, a relator must show both that the trial court clearly abused its discretion and that the relator has no adequate remedy by appeal. *In re Urban 8 LLC*, 689 S.W.3d 926, 929 (Tex. 2024) (orig. proceeding); *In re Longoria*, 470 S.W.3d 616, 625 (Tex. App.—Houston [14th Dist.] 2015, orig. proceeding). A trial court clearly abuses its discretion if it reaches a decision so arbitrary and unreasonable as to amount to a clear and prejudicial error of law or if it clearly fails to analyze the law correctly or apply the law correctly to the facts. *In re H.E.B. Grocery Co., L.P.*, 492 S.W.3d 300, 302-03 (Tex. 2016) (orig. proceeding) (per curiam); *In re Cerberus Cap. Mgmt. L.P.*, 164 S.W.3d 379, 382 (Tex. 2005) (orig. proceeding) (per curiam).

As with mandamus proceedings generally, the abuse of discretion standard also applies when we review a trial court's ruling on a motion to dismiss based on a forum-selection clause. *See Deep Water Slender Wells, Ltd. v. Shell Int'l Expl. & Prod., Inc.*, 234 S.W.3d 679, 687 (Tex. App.—Houston [14th Dist.] 2007, pet. denied). A trial court abuses its discretion when it fails to properly interpret or apply a forum-selection clause. *In re Lisa Laser USA, Inc.*, 310 S.W.3d 880, 883 (Tex. 2010) (orig. proceeding) (per curiam); *In re OSG Ship Mgmt., Inc.*, 514 S.W.3d 331,

336-37 (Tex. App.—Houston [14th Dist.] 2016, orig. proceeding). To the extent our review involves the construction or interpretation of an unambiguous contract, the standard of review is de novo. *Phoenix Network Techs. (Europe) Ltd. v. Neon Sys., Inc.*, 177 S.W.3d 605, 610 (Tex. App.—Houston [1st Dist.] 2005, no pet.).

When a trial court improperly refuses to enforce a forum-selection clause, any remedy by ordinary appeal is inadequate because allowing the trial to go forward will “vitiate and render illusory the subject matter of an appeal—*i.e.*, trial in the proper forum.” *Lisa Laser USA, Inc.*, 310 S.W.3d at 883 (internal citations omitted); *In re AIU Ins. Co.*, 148 S.W.3d 109, 115 (Tex. 2004) (orig. proceeding). Indeed, subjecting a party to trial in a forum other than the contractually chosen one amounts to “‘clear harassment’ . . . injecting inefficiency by enabling forum-shopping, wasting judicial resources, delaying adjudication on the merits, and skewing settlement dynamics.” *In re AutoNation Inc.*, 228 S.W.3d 663, 667-68 (Tex. 2007) (orig. proceeding) (quoting *AIU Ins. Co.*, 148 S.W.3d at 117). Accordingly, mandamus relief is available to enforce forum-selection clauses. *In re Int’l Profit Assocs., Inc.*, 274 S.W.3d 672, 675 (Tex. 2009) (orig. proceeding) (per curiam) (citing *In re Lyon Fin. Servs., Inc.*, 257 S.W.3d 228, 232 (Tex. 2008) (orig. proceeding) (per curiam)).

B. Relevant Law

The contract language at issue is a forum-selection clause because it refers to and designates a state jurisdiction where suit may be brought. *See OSG Ship Mgmt., Inc.*, 514 S.W.3d at 337. Contractual forum-selection clauses allow contracting parties to “preselect the jurisdiction for dispute resolution.” *Pinto Tech. Ventures,*

L.P. v. Sheldon, 526 S.W.3d 428, 436 (Tex. 2017). They are generally enforceable and presumptively valid in Texas. *In re Laibe Corp.*, 307 S.W.3d 314, 316 (Tex. 2010) (orig. proceeding) (per curiam); *HMT Tank Serv. LLC v. Am. Tank & Vessel, Inc.*, 565 S.W.3d 799, 810 (Tex. App.—Houston [14th Dist.] 2018, no pet.).

A motion to dismiss is the proper procedural mechanism for enforcing a forum-selection clause that a party to the agreement has violated in filing suit. *AIU Ins. Co.*, 148 S.W.3d at 111-21; *HMT Tank Serv. LLC*, 565 S.W.3d at 805. Relators’ respective motions are captioned as “Rule 91a” motions to dismiss, and this court has stated rule 91a is generally not an appropriate vehicle by which to enforce a forum-selection clause. *HMT Tank Serv. LLC*, 565 S.W.3d at 806; *see* Tex. R. Civ. P. 91a. Acknowledging this precedent, Relators first urge that their motions—titles notwithstanding—substantively invoked the proper dismissal procedure applicable to enforcement of forum-selection clauses. VIP Boats does not contest the proposition, and we agree that Relators’ motions sought dismissal specifically based on the Agreement’s forum-selection clause. In their motions, Relators referred to the Agreement, quoted the forum-selection clause, argued that it applied to all of VIP Boats’ claims, and requested dismissal. Thus, as we did in *HMT Tank Services*, we do not apply a rule 91a framework. *See* 565 S.W.3d at 807.

“A party seeking to enforce a forum-selection clause bears the initial burden of establishing the existence of a valid agreement to an exclusive forum and that the agreement applies to the claims involved.” *Id.* at 805. Once the party seeking to enforce the forum-selection clause makes these initial showings, the burden shifts to the party opposing the forum-selection clause to make a “strong showing”

overcoming the prima facie validity of the forum-selection clause. *Id.* Under this framework, a forum-selection clause must be enforced unless the party opposing enforcement of the clause can clearly show that (1) enforcement would be “unreasonable or unjust,” (2) the clause is “invalid for such reasons as fraud or overreaching,” (3) enforcement would contravene a strong public policy of the forum in which suit is brought, whether declared by statute or by judicial decision, or (4) the selected forum would be seriously inconvenient for trial. *See Lyon Fin. Servs., Inc.*, 257 S.W.3d at 231-32; *Phoenix Network Techs. (Europe) Ltd.*, 177 S.W.3d at 611. Courts have described this burden as “heavy.” *See Laibe Corp.*, 307 S.W.3d at 316; *see also Int’l Profit Assocs., Inc.*, 274 S.W.3d at 675; *Lyon Fin. Servs., Inc.*, 257 S.W.3d at 232; *AIU Ins. Co.*, 148 S.W.3d at 113. As the supreme court has explained, any scenario in which a court declines to enforce a forum-selection clause must involve “extreme” or “exceptional” circumstances. *In re ADM Inv. Servs., Inc.*, 304 S.W.3d 371, 376 (Tex. 2010) (orig. proceeding). Absent these circumstances, a trial court should enforce a mandatory forum-selection clause by granting a motion to dismiss. *In re Nationwide Ins. Co. of Am.*, 494 S.W.3d 708, 712 (Tex. 2016) (orig. proceeding).

Courts construe forum-selection clauses based on their plain language. *See Pinto Tech. Ventures, L.P.*, 526 S.W.3d at 432-33. When asked to enforce a forum-selection clause, a trial court must determine whether the clause applies to the claims asserted in the lawsuit, utilizing a “common-sense examination of the claims and the forum-selection clause to determine if the clause covers the claims.” *Int’l Profit Assocs., Inc.*, 274 S.W.3d at 677; *Longoria*, 470 S.W.3d at 625. “The court bases this determination on the language of the clause and the nature of the claims that are

allegedly subject to the clause.” *Deep Water Slender Wells, Ltd.*, 234 S.W.3d at 688; accord *Longoria*, 470 S.W.3d at 625. The legal theories and causes of action employed are not controlling. *Pinto Tech. Ventures, L.P.*, 526 S.W.3d at 437. Instead, we focus on the substance of the claims, not the labels, and avoid ““slavish adherence to a contract/tort distinction.”” *Id.* at 441 (quoting *Int’l Profit Assocs., Inc.*, 274 S.W.3d at 677). A forum-selection clause cannot be circumvented by artful pleading. *Int’l Profit Assocs., Inc.*, 274 S.W.3d at 677.

C. Application

1. The record demonstrates the existence of an agreement containing a forum-selection clause.

According to VIP Boats, Relators failed in their initial burden to present evidence showing the parties’ minds met on an essential contract term, namely the Agreement’s renewal. VIP Boats says a fact dispute exists as to whether renewal is “perpetual” under the Occupations Code or instead limited to a single one-year renewal. VIP Boats claims that the Brazoria County judge must resolve this question first because the answer affects contract formation and thus determines whether a contract with a forum-selection clause even exists. We disagree for several reasons.

Relators bore the burden to prove the existence of a valid agreement to an exclusive forum. *HMT Tank Serv. LLC*, 565 S.W.3d at 805. As VIP Boats observes, Relators attached no evidence to their motions. But a movant seeking to enforce a forum-selection clause may rely on an opponent’s uncontested pleadings and

attachments.⁴ VIP Boats attached a copy of the Agreement to its pleadings, and the language of the forum-selection clause is not disputed. VIP Boats' challenge in our court to the Agreement's validity notably belies the many allegations permeating its petition and the Agreement's plain language. VIP Boats' claims as it has articulated them are premised on the existence of a valid and enforceable Agreement. *See Longoria*, 470 S.W.3d at 625 n.2. VIP Boats' live petition is replete with assertions that the Agreement "existed," was effective beginning in 2018, has been renewed through October 2025, and was effective when it was terminated in April 2023 and that VIP Boats has complied with the Agreement's terms for over four years. The Agreement, moreover, is not silent about its term; the very first page contains a clear and unambiguous provision establishing its initial term of one year, which VIP Boats also continuously referenced in its pleading and has never challenged. Thus, even assuming a provision specifying the contract term is essential to contract formation in this instance, the Agreement undisputedly existed for at least one year. For this reason, and because VIP Boats attacks no other elements required for a binding

⁴ *See, e.g., HMT Tank Serv. LLC*, 565 S.W.3d at 810 (claimant did not contest existence of contract, which claimant alleged was valid and was attached to pleading); *Longoria*, 470 S.W.3d at 625 n.2 (noting claims against movant clearly referenced or presumed the existence of agreement containing forum-selection clause); *see also Global Evangelism Educ. Ministries, Inc. v. Caddell*, No. 04-08-00686-CV, 2009 WL 398255, at *2 (Tex. App.—San Antonio Feb. 18, 2009, no pet.) (mem. op.) (holding that movant proved existence of arbitration agreement when contract was attached to motion to compel and to plaintiff's petition, which alleged contract was valid and had been breached); *Xia v. Floyd*, 638 S.W.3d 821, 826-27 (Tex. App.—Fort Worth 2021, no pet.) (holding movant established existence of agreement with forum-selection clause when record contained unverified copy of agreement and opponent did not dispute contents or signature at hearing); *O'Hara v. Hexter*, 584 S.W.2d 310, 312 (Tex. App.—Fort Worth 1979, no writ) ("It is not necessary for either party to prove that which is distinctly alleged by the adverse party . . . In the case before us it was not necessary for appellee to authenticate the documents admitted in appellant's pleading . . .").

contract, the record shows that the Agreement is a valid contract, or at least is not invalid for any of the reasons advanced here.

More to VIP Boats' point, the duration of an agreement is not always an essential term. *See Cytogenix, Inc. v. Waldroff*, 213 S.W.3d 479, 486 (Tex. App.—Houston [1st Dist.] 2006, pet. denied); *Inimitable Grp., L.P. v. Westwood Grp. Dev. II, Ltd.*, 264 S.W.3d 892, 899 (Tex. App.—Fort Worth 2008, no pet.) (recognizing absence of contract duration not always considered essential term barring enforcement of oral agreement). Lack of a specific duration term in an agreement “does not necessarily suggest that the parties did not enter into an enforceable agreement.” *Cytogenix, Inc.*, 213 S.W.3d at 486 (quoting *O’Farrill Avila v. Gonzalez*, 974 S.W.2d 237, 244 (Tex. App.—San Antonio 1998, pet. denied)). A contract will not fail merely for the parties’ failure to assign a date of termination. *Schlumberger Indus., Inc. v. Drever Personnel Serv., Inc.*, No. 01-90-00253-CV, 1991 WL 162792, at *3 (Tex. App.—Houston [1st Dist.] Aug. 22, 1991, no writ) (not designated for publication). Thus, the disagreement VIP Boats claims exists regarding contract renewal does not render the Agreement invalid for a failure to reach a meeting of the minds.

Next, VIP Boats directs us to one of Relators’ arguments in the trial court that the Agreement renewed only once, for one year, and expired in October 2020. If the Agreement was not renewed beyond October 2020, then VIP Boats alternatively claims to have entered into separate, independent contracts in 2022-2023 for the sale of twelve Invincible boats, and those contracts, VIP Boats asserts, contain no forum-selection clause. VIP Boats’ alternative claims, however, as explained below, are

“in connection with Invincible Boat that is the subject of [the] Agreement” and “relate[] directly or indirectly to the Agreement,” thus falling within the scope of the Agreement’s forum-selection clause. This reasoning will not support the order.

For these reasons, we conclude that Relators met their initial burden to establish the existence of an agreement to an exclusive forum. To the extent the trial court relied upon VIP Boats’ contention that there was no meeting of the minds in entering into the Agreement, the trial court abused its discretion.

2. The forum-selection clause applies to VIP Boats’ claims.

The Agreement provides that “jurisdiction and venue for *any action brought under this Agreement or in connection with Invincible Boat that is the subject of this Agreement* shall lie exclusively in the state or federal courts located within Miami-Dade County, Florida. Dealer [VIP Boats] expressly consents to the jurisdiction of the Florida courts over it for *any claim related directly or indirectly to the Agreement, whether sounding in contract or tort.*” (Emphasis added).

Terms such as “related to” and “in connection with” as used in the forum-selection clause are construed broadly.⁵ Engaging in a common-sense examination of the operative facts in the underlying dispute, we conclude the claims fall within

⁵ See *HMT Tank Serv. LLC*, 565 S.W.3d at 811 n.9 (citing *In re Guggenheim Corp. Funding, LLC*, 380 S.W.3d 879, 887 (Tex. App.—Houston [14th Dist.] 2012, orig. proceeding) (“Courts interpret the phrases ‘relates to,’ ‘relating to,’ and ‘arising out of or relating to’ broadly in forum selection clauses.”)); *Smith v. Kenda Cap., LLC*, 451 S.W.3d 453, 460 (Tex. App.—Houston [14th Dist.] 2014, no pet.) (“The [forum-selection] clause’s ‘arising out of or in connection with’ language indicates a broad reach.”); *ODL Servs., Inc. v. ConocoPhillips Co.*, 264 S.W.3d 399, 413 (Tex. App.—Houston [1st Dist.] 2008, no pet.) (language “any dispute, controversy or claim arising out of or in connection with this Contract” is broad).

the clause's scope. VIP Boats' claims for breach of contract, conspiracy to commit and commission of tortious interference with an existing contract/business relationship, and conspiracy to violate and violations of the Texas Occupations Code all fall within the forum-selection clause's scope because: (1) they depend upon the existence and enforceability of the Agreement; (2) they are "in connection with" Invincible Boat that is the subject of the Agreement; or (3) they relate directly or indirectly to the Agreement. As noted, the factual basis of all claims rests on the Agreement's allegedly wrongful termination and designation of the Ron Hoover Parties as the new exclusive dealer for Invincible boats in Texas. "When all the claims arise out of the parties' contractual relations and implicate the contract's terms, the forum selection clause will encompass all the causes of action relating to the agreement." *My Café–CCC, Ltd. v. Lunchstop, Inc.*, 107 S.W.3d 860, 866 (Tex. App.—Dallas 2003, no pet.).

Moreover, VIP Boats cannot recharacterize the substance of its claims to evade the forum-selection clause. *See Int'l Profit Assocs., Inc.*, 274 S.W.3d at 677; *see also In re Rubiola*, 334 S.W.3d 220, 225 (Tex. 2011) (orig. proceeding) (courts are required to "focus on the factual allegations of the complaint, rather than the legal causes of action asserted") (quoting *Prudential Sec. Inc. v. Marshall*, 909 S.W.2d 896, 900 (Tex. 1995)). Here, absent the Agreement, the acts giving rise to the causes of action—either contract or tort—would not have occurred. *See Pinto Tech. Ventures, L.P.*, 526 S.W.3d at 440 ("A plaintiff could characterize its claim as a statutory or common-law tort claim to evade the agreed-upon forum despite essential allegations that are 'inextricably enmeshed' or 'factually intertwined' with the underlying contract."); *My Café–CCC, Ltd.*, 107 S.W.3d at 866 ("Pleading

alternative noncontractual theories of recovery will not alone avoid a forum selection clause if those alternative claims arise out of the contractual relations and implicate the contract's terms.”). As the supreme court has stated, “[w]e cannot accept the invitation to reward attempts to evade enforcement of forum selection agreements through artful pleading of tort claims in the context of a contract dispute.” *Pinto Tech. Ventures, L.P.*, 526 S.W.3d at 440 (internal citations omitted).

We hold Relators demonstrated that the Agreement's forum-selection clause applies to VIP Boats' claims. *See Longoria*, 470 S.W.3d at 625. To the extent the trial court relied upon VIP Boats' contention that its claims were not subject to the forum-selection clause, the trial court abused its discretion.

D. VIP Boats' Arguments Against Enforcement

To overcome the prima facie validity of the forum-selection clause, VIP Boats makes two arguments. First, VIP Boats contends it would be unreasonable and unjust to enforce the forum-selection clause without first determining whether the Agreement (1) exists and (2) expired in October 2020 and whether VIP's claims (or those left remaining) are subject to the Agreement's forum-selection clause. We have considered and rejected these contentions for the reasons stated above. Accordingly, VIP Boats has not met its heavy burden of proving the forum-selection clause is unreasonable or unjust based on this argument.

Second, VIP Boats argues that enforcement would be unreasonable or unjust because the Agreement's forum-selection clause is subject to a mandatory venue provision in Texas Occupations Code section 2352.202. *See Tex. Occ. Code* § 2352.202. Occupations Code chapter 2352 regulates relationships among boat

manufacturers, distributors, and dealers. Generally, a manufacturer or distributor contracting with a dealer may not sell or offer for sale, and a dealer may not purchase or offer to purchase, a new boat or a new boat motor unless the manufacturer or distributor and the dealer have entered into an agreement that complies with chapter 2352. *Id.* § 2352.051. As VIP Boats emphasizes, a boat dealer agreement must comply with chapter 2352, “notwithstanding the terms” of the agreement. *Id.* § 2352.052(d). Section 2352.202 requires that “[v]enue for a dispute under an agreement is in the county of the dealer’s principal place of business as stated in the agreement.” *Id.* § 2352.202.

In *OSG Ship Management, Inc.*, this Court determined that a Texas venue statute prescribing certain counties as those where Jones Act claims could be brought did not override a forum-selection clause providing for suit in Florida. *See* 514 S.W.3d at 338. We explained that “this statute simply defines the counties that are mandatory venues for Jones Act claims properly brought in Texas state courts.” *Id.* The legislature has not required lawsuits like the present one be brought in Texas, and the supreme court has held that policy considerations weigh in favor of enforcing valid forum-selection clauses absent a statute that requires suit to be brought or maintained in Texas. *See Int’l Profit Assocs., Inc.*, 274 S.W.3d at 680 (citing *AutoNation, Inc.*, 228 S.W.3d at 669).

Similarly here, the Occupations Code’s venue provision does not override the parties’ forum-selection clause providing for suit in Florida. The parties agreed on a Florida forum in which to resolve their disputes. VIP Boats’ attempt to distinguish *OSG Ship Management, Inc.* is unpersuasive.

To the extent the trial court relied upon VIP Boats' claim that Chapter 2352 mandated venue in Texas, the trial court abused its discretion.

Conclusion

The trial court abused its discretion by denying Relators' motions to dismiss based on an enforceable forum-selection clause, and Relators do not have an adequate remedy by appeal. Accordingly, we conditionally grant Relators' petition for writ of mandamus and direct the trial court to (1) vacate its May 17, 2024 order denying Relators' motions to dismiss and (2) issue an order dismissing the case. We are confident that the trial court will comply, and the writ will issue only if it does not.

/s/ Kevin Jewell
Justice

Panel consists of Justices Jewell, Bridges, and Antú.