IN THE SUPREME COURT OF THE STATE OF NEVADA

RAY GRAY, AN INDIVIDUAL,
Appellant,
vs.
INTEGRATED FINANCIAL ASSOCIATES, INC., A NEVADA CORPORATION,
Respondent.

No. 54906

FILED

JUL 20 2010

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court summary judgment in a contract action. Eighth Judicial District Court, Clark County; Abbi Silver, Judge.

First, appellant asserts that the district court lacked personal jurisdiction over him. Appellant's argument ignores the guaranty agreement—the alleged breach of which was the subject of the underlying action—that appellant entered into with respondent, a Nevada corporation. See MGM Grand, Inc. v. District Court, 107 Nev. 65, 70-71, 807 P.2d 201, 204 (1991) (Mowbray, C.J., dissenting) (explaining that a contract can be a contact for personal jurisdiction purposes (citing Burger King Corp. v. Rudzewicz, 471 U.S. 462 (1985))). Under the guaranty's terms, appellant consented to the application of Nevada law and the jurisdiction of Nevada courts; by so stipulating, appellant gave express consent to the personal jurisdiction of the district court. Burger King, 471 U.S. at 472 n.14 (citing Insurance Corp. v. Compagnie des Bauxites, 456 U.S. 694, 703 (1982), and National Rental v. Szukhent, 375 U.S. 311 (1964)). The provision cannot be considered "'unreasonable and unjust,'" Burger King, 471 U.S. at 472 n.14 (quoting The Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 15 (1972)), and the district court's enforcement of it

did not offend due process principles.[1] Id.; cf. Tandy Computer Leasing v. Terina's Pizza Inc., 105 Nev. 841, 784 P.2d 7 (1989) (invalidating an inconspicuous forum selection clause because neither the appellant nor the respondents knew the clause existed). Further, although appellant and his daughter have sued respondent and others in California in a related real estate matter, that legal action does not prevent respondent from suing in Nevada for breach of the guaranty, which is subject to Nevada law and the jurisdiction of Nevada courts. See Trump v. District Court, 109 Nev. 687, 703, 857 P.2d 740, 750 (1993). Thus, we perceive no error in the district court's decision rejecting appellant's personal jurisdiction argument.

Next, although appellant contends that summary judgment was entered on liability and damages without any evidence other than unauthenticated hearsay documents, respondent's summary judgment motion relied on (1) appellant's motion to quash service and to dismiss and the documents attached thereto; (2) an affidavit of counsel; (3) a copy of an involuntary petition, naming appellant's daughter, filed under Chapter 11

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[1]Appellant argued below that the forum selection clause was unenforceable because the parties did not negotiate it and the loan would not have been granted but for his guaranty, but he presented no admissible evidence of fraud or undue bargaining power or that he would have been unable to alter the provision had he read and disagreed with it. See The Bremen, 407 U.S. at 14 (pointing out that if a forum selection clause is apparent in the contract, but ignored by the party challenging it, the provision should not be set aside); see also Campanelli v. Altamira, 86 Nev. 838, 841, 477 P.2d 870, 872 (1970) (explaining, in the context of an agreement containing an arbitration provision, that when a party accepts a written contract, he is bound by the stipulations expressed therein, regardless of whether he reads them and his subjective beliefs).

of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Southern District of California; (4) loan documents evidencing a loan respondent made to appellant's daughter, which defined an involuntary bankruptcy, under certain conditions, as an act of default; and (5) the guaranty, signed by appellant, guarantying payment of the loan in his daughter's name. See NRCP 56(c); Wood v. Safeway, Inc., 121 Nev. 724, 729-32, 121 P.3d 1026, 1029-31 (2005) (setting forth the summary judgment standard). In opposing respondent's request for summary judgment, appellant did not challenge the authenticity or admissibility of any documents on which respondent relied. Accordingly, the district court did not err in granting summary judgment.

As appellant's arguments do not support reversal,[2] we ORDER the judgment of the district court AFFIRMED.

_____, J.
Hardesty

_____, J.
Douglas

_____, J.
Pickering

cc: Hon. Abbi Silver, District Judge
Ray Gray
Marquis & Aurbach
Eighth District Court Clerk

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[2]Although appellant also argues that the district court improperly refused to continue the proceedings, nothing in the record indicates that a continuance was requested and we therefore do not address the argument.