

Florida

- **Contract (written)** - five years, Fla. Stat. § 95.11(2)(b)
- **Contract (oral)** - four years, Fla. Stat. § 95.11(3)(k)
- **Specific Performance** - one year, Fla. Stat. § 95.11(5)(a)
- **Rescission** - four years, Fla. Stat. § 95.11(3)(l)
- **Sale of goods (written)** - five years, Fla. Stat. § 95.11(2)(b)
- **Sale of goods (oral)** - four years, Fla. Stat. § 95.11(3)(k)

Computation of time - Fla. Stat. § 95.031(1).

“A cause of action accrues when the last element constituting the cause of action occurs.”

Cases Interpreting Statute of Limitations

A cause of action for breach of contract accrues at the time of the breach. *See, e.g., Tech. Packaging, Inc. v. Hanchett*, 992 So. 2d 309, 313 (Fla. 2d DCA 2008); *Langley, L.P. v. Sch. Bd. of Lake Cnty.*, 113 So. 3d 995, 998–99 (Fla. 5th DCA 2013); *Med. Jet, S.A. v. Signature Flight Support-Palm Beach, Inc.*, 941 So. 2d 576, 578 (Fla. 4th DCA 2006) (breach of contract action accrues at time of breach—even if no damage occurs until later).

The delayed discovery rule does not apply to breach of contract or sale of goods actions. *Cf. Davis v. Monahan*, 832 So. 2d 708, 710 (2002) (holding that delayed discovery rule applies to a limited number of claims, not including breach of contract or sale of goods).

If there is a condition precedent to the right to sue, that condition must occur to begin the running of the statute of limitations. *Greene v. Bursey*, 733 So. 2d 1111, 1115 (Fla. 4th DCA 1999) *questioned on other grounds*, 140 So. 3d 1007. However, a plaintiff cannot toll the statute of limitations by refusing to perform that condition (such as making a demand).

To determine which statute of limitations applies to a contract for goods and services, courts analyze whether the “predominant purpose” of the contract is to provide goods or services. *Tivoli Enter. v. Brunswick Bowling & Billiards Corp.*, 269 Ill. App. 3d 638, 646–47 (1995).

Borrowing Statute - Fla. Stat. Ann. § 95.10.

When the cause of action arose in another state or territory of the United States, or in a foreign country, and its laws forbid the maintenance of the action because of lapse of time, no action shall be maintained in this state.

Cases Interpreting Borrowing Statute

In *McCorriston v. L.W.T., Inc.*, 536 F. Supp. 2d 1268 (M.D. Fla. 2008), where a credit card agreement included a Delaware choice of law provision, the court imported Delaware’s three-year limitations period to find that a Florida state court debt collection action was barred and violated the federal Fair Debt Collection Practices Act and the Florida Consumer Credit Protection Act. The decision did not involve consideration of § 95.10.