

(Cite as: 194 Ga.App. 618, 391 S.E.2d 457)

Court of Appeals of Georgia.

KING et al.

v.

SHERATON SAVANNAH CORPORATION.
SHERATON SAVANNAH CORP.

Feb. 22, 1990.

BIRDSONG, Judge.

King and the Urban Crisis Center (collectively "King") appeal from the grant of summary judgment to Sheraton Savannah Corporation and the Sheraton Operation Cooperation ("Sheraton") on King's claim for breach of contract. ...

The record shows that King docked a yacht owned by the Urban Crisis Center at the Sheraton. King and Sheraton discussed an arrangement by which Sheraton's guests could use the yacht, King would receive a rental fee, and Sheraton would cater events on the yacht. King would also use the yacht for seminars and other business of the Urban Crisis Center.

Before the arrangement could be implemented, however, the yacht needed repairs and Sheraton required King to secure a license for the yacht's intended use, to obtain liability insurance with one million dollar coverage, and to arrange for the yacht to have at least two crew members. While these matters were pending, Sheraton allowed King to dock the yacht there for a monthly fee.

Before the repairs were completed, a storm hit, damaging the yacht and injuring King. After the storm, Sheraton would not allow King's yacht to use its dock as before. King and the Urban Crisis Center sued Sheraton for breach of the contract for rental of the yacht, King's bodily injuries, and property damage to the yacht. When Sheraton's motion for summary judgment was granted in part and denied in part, these appeals followed. *Held:*

1. The breach of contract claim asserted the arrangement between the parties was a contract and Sheraton breached it by refusing to permit repairs to be completed at Sheraton's dock so the yacht could be rented as they agreed. Sheraton contended, however, there was no contract because the parties had only agreed to reach a contract in the future. Sheraton further contended that the agreement reached imposed no obligations because it was not complete as to its terms and conditions.

King's deposition testimony and a letter from Sheraton to King plainly demonstrated that there was no contract. The parties only anticipated working toward an agreement and Sheraton's letter merely outlined its conditions. ...

The record shows there was no contract. Here, as King's deposition testimony admitted, "[i]t wasn't an agreement, it was anticipating our working together...." Thus, it was only an unenforceable agreement to reach an agreement incomplete as to its terms and conditions. *Demer v. Capital City Cable*, 190 Ga.App. 40, 43, 378 S.E.2d 162. Thus, Sheraton met its burden, OCGA § 9-11-56(c), and the trial court did not err by granting the motion for summary judgment on this claim.