IN THE SUPREME COURT OF THE STATE OF NEVADA

VENETIAN CASINO RESORT, LLC, A NEVADA LIMITED LIABILITY COMPANY,
Appellant,
vs.
RYAN'S EXPRESS TRANSPORTATION SERVICES, INC., A NEVADA CORPORATION,
Respondent.

No. 52927

FILED

JUN 10 2010

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY A. Ingram
DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART, AND REMANDING

This is an appeal from a district court amended judgment in a contract action. Eighth Judicial District Court, Clark County; Sally L. Loehrer, Judge.

The shuttle transportation service agreement at issue contained two clauses that affected respondent's obligation to provide shuttle services to and from appellant's facility: (1) the "termination clause," permitting appellant to terminate the agreement at its convenience by providing 60 days' written notice to respondent; and (2) the "modification clause," acknowledging that appellant's "shuttle needs may vary from time to time," and thus permitting appellant, "at its convenience and in its sole discretion," to add or remove services to a lot location upon three days' notice to respondent. Thus, when appellant provided three days' notice to respondent that it wished to cease shuttle services to the Koval Lane lot, appellant was acting within its discretion as permitted under the agreement's modification clause, because the agreement remained operable as to another lot. Consequently, the district court erred when it determined that three days' notice of stopping service to the

Koval Lane lot was insufficient under the agreement's termination clause and awarded damages for breach of contract.[1] See Musser v. Bank of America, 114 Nev. 945, 947, 964 P.2d 51, 52 (1998) (explaining that, when the facts are undisputed, interpreting a contract is a matter of law, and this court therefore makes its own independent determination regarding a contract's meaning, without deference to the district court's findings in that regard). When appellant terminated shuttle services to the last two lots, including Koval Lane, it did so referring to the agreement's modification clause, explaining that its new employee parking garage was opening, so that shuttle service to remote lots was no longer necessary. Since services to the Koval Lane lot were concluded before services to the other remaining lot had ended, the Koval Lane lot services were permissibly removed under the agreement's modification clause, based on appellant's needs. See Eversole v. Sunrise Villas Homeowners, 112 Nev. 1255, 1260, 925 P.2d 505, 509 (1996) (stating that, when possible, contract provisions should be harmonized and construed to reach a reasonable result); see also Shoen v. Amerco, Inc., 111 Nev. 735, 743, 896 P.2d 469, 474 (1995) (providing that contracts "should be construed to give effect not only to the intention of the parties as demonstrated by the language used, but to the purpose to be accomplished and the circumstances surrounding the execution of the agreement"). Accordingly, we reverse the district court's summary judgment on liability as to the Koval Lane lot, as well as the corresponding damage award, see Wood v. Safeway, Inc., 121 Nev.

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[1]Appellant concedes liability as to the last lot and does not dispute the damages awarded for breaching the agreement with regard to that lot. Accordingly, that portion of the district court's order is affirmed.

724, 729, 121 P.3d 1026, 1029 (2005) (providing that summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law), and we remand this matter to the district court for entry of judgment in favor of appellant as to that lot.

It is so ORDERED.

Cherry, J.
Cherry

Saitta, J.
Saitta

Gibbons, J.
Gibbons

cc: Eighth Judicial District Court Dept. 15, District Judge
Ara H. Shirinian, Settlement Judge
Snell & Wilmer, LLP/Las Vegas
Gibbs, Giden, Locher, Turner & Senet LLP
Eighth District Court Clerk