

IN THE DISTRICT COURT OF APPEAL  
FIRST DISTRICT, STATE OF FLORIDA

ESTATE OF WILLIAM AGEE by  
and through Darla Dietzen,  
Personal Representative,

Appellant,

v.

CASE NO. 1D04-5634

AGE INSTITUTE OF FLORIDA,  
INC.; AGE INSTITUTE  
HOLDINGS, INC.;  
EXTENDICARE HEALTH  
SERVICES, INC.;  
EXTENDICARE, INC.; SENIOR  
HEALTH MANAGEMENT, LLC;  
BART WYATT, Individually;  
DANIEL DAVIS, Individually;  
JOYCE KAROLESKI,  
Individually; PARTNER HEALTH  
GROUP - FLORIDA, LLC;  
PARTNER HEALTH GROUP,  
LLC; ALICEANN DONALDSON,  
Individually; and TAMMY  
STANTON; (as to Bay Center),

Appellees.

---

Opinion filed November 15, 2005.

An appeal from the Circuit Court for Bay County.  
Judge Don T. Sirmons.

Susan B. Morrison of the Law Offices of Susan B. Morrison, P.A., Tampa and  
Kimberley M. Kohn of Wilkes & McHugh, P.A., Tampa, for Appellant.

Donna J. Fudge and Connolly C. McArthur of Buckley & Fudge, P.A., St. Petersburg for Appellees Estendicare Health Services, Inc., Extendicare Health Network, Inc., Partners Health Group-Florida, LLC, and Partners Health Group, LLC., for Appellees.

PER CURIAM.

We reverse the trial court's order compelling arbitration in this suit by the estate of William Agee against numerous individual and corporate defendants associated with the Bay Center nursing home in Panama City, where Mr. Agee was a resident. The complaint asserted various common law and statutory causes of action, including negligence, wrongful death and violations of Mr. Agee's rights as a nursing home resident under chapter 400, Florida Statutes. Relying on arbitration clauses in two contracts between the various corporate defendants for financial and management services, the trial court compelled arbitration of the claims against the appellees. We conclude that the Estate's claims and any duties the appellees may have owed to Mr. Agee were not based on these contracts. Nor was Mr. Agee, who was not a signatory to the contracts, an intended third-party beneficiary of the agreements. Therefore, the Estate's claims were not subject to the arbitration provisions in the contracts. See Estate of Germann v. Age Institute of Florida, Inc., et al., — So. 2d —, 2005 WL

292348, 30 Fla. L. Weekly D383 (Fla. 2d DCA February 9, 2005); Extendicare Health Services, Inc. v. Estate of Patterson, 898 So. 2d 989 (Fla. 5th DCA 2005).

Reversed.

C.J. KAHN, WOLF and PADOVANO, JJ., CONCUR.