



Practice Transitions Made Perfect™

## ASSOCIATE AND LOCUM TENENS LOCATOR AGREEMENT

DATE OF AGREEMENT: \_\_\_\_\_, 202\_\_

### I. PARTIES

ADS SOUTH, LLC as **CONSULTANT**, and (print name) \_\_\_\_\_ as **HOST**.

### II. SERVICES

**HOST** and **CONSULTANT** agree that **CONSULTANT** shall be engaged and paid for the sole purpose of locating an associate dentist to practice within **HOST'S PRACTICE**. **CONSULTANT** may, at the request of **HOST**, provide draft documents for the sale of the **PRACTICE** for the convenience of **HOST'S** and associate's attorneys and accountants, and shall, with direction from **HOST'S** legal and financial counsel, prepare final documentation for execution by **HOST** and associate.

### III. TERM OF AGREEMENT

The **TERM** of this **AGREEMENT** shall begin on the above written date and shall continue until terminated by either party by giving ten days advance written notice. In the event that **HOST** should hire or contract with any prospect associate identified by **CONSULTANT** within six months of such termination, **HOST** will be obligated to pay **CONSULTANT** the fees described in **SECTION IV. CONSULTANT FEES AND COMMISSION**.

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## V. CONSULTANT FEES

In the event **CONSULTANT** provides an associate dentist acceptable to **HOST**, **HOST** shall pay to **CONSULTANT** a fee in the amount of **\$7,500.00**, which is due and payable on the first day that the associate dentist practices within **HOST'S PRACTICE**. Should the associate dentist provided by **CONSULTANT** terminate or be terminated by **HOST** prior to six months from the date of entry in **HOST'S PRACTICE**, **CONSULTANT** shall, at **HOST'S** request, initiate a search for another associate at no additional fee to **HOST**.

Should **HOST** request contracts for the associateship and **CONSULTANT** should provide such contracts as described in **SECTION II SERVICES**, an additional fee of **\$950.00** will be due and payable at the time the associate begins practice in the office of **HOST**.

In the event **CONSULTANT** provides a Locum Tenens dentist acceptable to **HOST**, **HOST** shall pay to **CONSULTANT** a fee in the amount of **\$2,500.00**, which is due and payable on the first day that the Locum Tenens dentist practices within **HOST'S PRACTICE**. Should the Locum Tenens dentist provided by **CONSULTANT** continue to practice for more than ninety (90) calendar days in the office of **HOST**, then **HOST** shall be obligated to pay **CONSULTANT** the further amount of **\$2,500.00**, which would then total the amount for providing an associate dentist.

## V. INTEGRATION

**HOST** and **CONSULTANT** acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth, herein, and that any alterations or changes to this **AGREEMENT** shall be made in writing and signed by both parties.

## VI. SALE OF HOST'S PRACTICE

In the event that **HOST** should sell Practice to any associate identified by **CONSULTANT**, **HOST** will be obligated to pay **CONSULTANT** 7% of the Sale Price. **ADS SOUTH** will upon request of **HOST** provide transition services for the practice sale to include contract, legal and financing assistance.

## VII. RECEIPT OF COPY

By signing this **AGREEMENT**, **HOST** agrees to the above written terms and conditions and acknowledges receipt of a copy of this **AGREEMENT**.

### **HOST**

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

*Sign below for additional associate contract services at additional fee of \$950*

Please sign your name: \_\_\_\_\_

### **ADS SOUTH CONSULTANT**

Printed name: Earl M. Douglas

Signature: *Earl M. Douglas*



### **ADS South, LLC**

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