



Practice Transitions Made Perfect™

## PURCHASER SERVICES AGREEMENT

DATE OF AGREEMENT: \_\_\_\_\_, 20\_\_

### I. PARTIES

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

### II. SERVICES

**CLIENT** and **CONSULTANT** agree that **CONSULTANT** shall be engaged and paid for the sole purpose of evaluating practice purchase opportunities and support services for the processes leading up to and including the closing on the purchase of the practice.

### III. TERM OF AGREEMENT

The **TERM** of this **AGREEMENT** shall begin on the above written date and shall continue until **CLIENT** has purchased the practice being developed or by giving written notice that the **CLIENT** is no longer pursuing the purchase of the subject practice.

### IV. CONSULTANT FEES

Upon signing this agreement, **CLIENT** shall pay the amount of **\$2,500**, which is payment for services 1. through 3..listed below. Upon completion of services 4. through 7. below, **CLIENT** shall pay an additional fee of **\$2,000**. Upon completion of service 8, a final fee of **\$6,900** shall be payable. All payments are deemed earned upon receipt.

## V. CONSULTANT SERVICES

Consultant shall provide the following services for **CLIENT**. Some services outlined below may be performed by other service providers of Consultant.

1. Valuation of the subject practice
2. Discuss the cash flow metrics of the subject practice via Gotomeeting
3. Receive all relevant practice data and format in a prospectus for review by other support professionals
4. Prepare and submit loan applications
5. Participate in negotiations for terms and conditions of purchase
6. Provide for a purchase entity
7. Prepare final purchase agreements
8. Prepare for and direct the closing for the purchase, with closing day support
9. Provide twelve months of monitoring service of practice vital signs

## VI. SERVICE PROVIDERS

Earl M. Douglas, DDS, MBA, BVAL, shall be the primary provider of services 1 through 4 and 9. Megan Weber and/or Angele Rishi shall be the primary providers of services 5 through 8.

## VII. INTEGRATION

**CLIENT** 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.

## VIII. RECEIPT OF COPY

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

### CLIENT

Print name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

### CONSULTANT

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