**Associate Agreement**

 **THIS AGREEMENT** is made by and between Center for Dental Implants of South Florida, Inc., a Florida corporation, and any of its successor corporations or assignees hereinafter referred to as First Party, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DMD, a dentist licensed to Practice in the state of Florida and any of his Professional Associations hereinafter referred to as Second Party.

**WITNESSETH WHEREAS,** First Party, a Florida corporation having been organized for the purposes of providing the general public with dental services desires to contract with Second Party such that Second Party will assist in his professional capacity First Party in the fulfillment of the aforesaid purposes:

**AND WHEREAS,** Second Party, understanding and accepting the conditions of this Agreement, desires to contract with First Party to assist in his professional capacity as aforesaid.

**NOW, THEREFORE,** in consideration of the promises and of the mutual covenants herein contained, and of other good and valuable considerations, the parties to hereby covenant and agree together as follows:

1. First Party hereby contracts with Second Party on the understanding that the Second Party will devote entire knowledge and best skill to the treatment and care of such patients as shall be entrusted to him.
2. It is specifically recognized and agreed that the services of Second Party, his/her employees and associates shall be and are those of an independent contractor and First Party, or any of its employees or associates shall not have control of the actions of Second Party, his employees, associates or others in the performance of those professional duties and responsibilities provided under this Agreement.
3. Second Party pledges his active and industrious practice of his profession in First Party’s interest, his/her faithful adherence to (along with any future amendments, additions or other chances) the Florida Dental Practice Act, Rules and Regulations of Florida Dental Board, the Principles of the Dental Ethics of the American Dental Association, any and all applicable Federal and States Statues, Rules and Regulations and his careful avoidance of all personal acts, habits, and usages which might injure in any way, directly or indirectly, the professional or personal reputation of First Party or any other professional persons employed by it, or Second Party.
4. Second Party agrees to have and maintain professional liability (malpractice) insurance of no less than $1,000,000.00/3,000,000.00 coverage to remain in force for any and all patients seen and for any and all procedures performed in conjunction with his practice under this Agreement. This provision shall extend for a period not less than 3 years after termination of this Agreement and may be maintained by either continuing coverage or the purchase of “tail” coverage.
5. Second Party agrees to have and maintain all appropriate city and county occupational licenses and Florida state dental license to be and remain in effect during all times patients are seen in conjunction with this Agreement.
6. It is specifically recognized that while First Party shall employ the dental assistant of Second Party, Second Party shall have complete autonomy over directing the actions of any dental assistant who is assisting him in the treatment of patients. Second Party shall be solely responsible for insuring that he and any assistant working with him follow the laws of the State of Florida, Rules or Regulations of the Florida Board of Dentistry and any federal or state statutes, rules or regulations including, but not limited to, OSHA regulations. Second Party agrees to hold harmless and indemnify First Party and the dental office h/she is working in for or on behalf of First Party for any and all actions, claims and/or damages as a result of any investigation by any of the above-mentioned authorities when First Party and the dental office has not been a part of any such violations. Second Party shall pay for a reasonable attorney’s fees in the First Party’s and the dental office’s defense. Second Party will indemnify, defend and hold and accept full liability and responsibility for any and all incidents or claims of any type should they arise from any work/care and treatment Second Party performed or was subcontracted to carry out. In addition, Second Party will reimburse First Party for any and all expenses, legal or otherwise, incurred by Second Party should such a need arise, due to any and all type that arise from any work/care and treatment that Second Party performed or was subcontracted to carry out.
7. First Party shall be solely responsible for insuring that he and any assistant working with him follow the laws of the State of Florida, rules and regulations of the Florida Board of Dentistry and any federal or state statutes, rule or regulations including, but not limited to, OSHA regulations. First Party agrees to hold harmless and indemnify Second Party for any and all actions and/or damages as a result of any investigation by any of the above-mentioned authorities when Second Party has not been a part of any such violations. First Party shall pay for a reasonable attorney’s fee in the Second Party’s defense.
8. Second Party hereby specifically agrees that he will give any person or undertaking any assurances, express or implied, that First Party, any dental office or any other professional employee or any other independent contractor of First Party will be responsible for debts, obligations, professional or laboratory fees, services or be employed in the care of such person or undertakes, whether in connection with this practice or otherwise.
9. First Party undertakes that in the specific areas of diagnosis and treatment, Second Party professional responsibility shall be unchallenged, and First Party will not direct, supervise or control Second Party in his professional care of any individual patient; provided, always that this clause shall not prevent First Party from:
10. Promulgating general rules governing the rendering of dental care to patients, or
11. Relieving Second Party of the care of an individual patient when in its opinion Second Party is not observing such general rules.
12. First Party hereby specifically undertakes to make available to Second Party the advice and assistance of any of its professional employees in the diagnosis and treatment of any case.
13. Second Party hereby specifically undertakes to make available to First Party the advice and assistance of any of its professional employees in the diagnosis and treatment of any case.
14. First Party agrees that in emergency situations, Second Party may, at his sole discretion, seek advice and assistance from other professionals not employed by First Party. Second Party agrees that if he desires the advice and assistance of a professional not a party to this agreement, in a non-emergency situation, he will follow such procedures as may be prescribed by First Party for obtaining same.
15. Second Party shall be responsible for the hiring, firing, performance, attendance, and compliance with all applicable federal and state laws, rules and regulations of the Florida Board of Dentistry and OSHA, and First Party’s office policy, of dental assistants employed by him. Additional responsibilities of Second Party shall include, but not be limited to, the cost for advertisements for dental assistants employed by him. First Part, or its designated agent, shall reserve the right to approve any hiring and such approval shall not be unreasonably withheld. First Party, or its designated agent, shall reserve the right to terminate any such dental assistant of Second Party.
16. First Party shall pay for the benefit of Second Party, one dental assistant’s salary, FICA taxes, Workman’s Compensation premiums, state and federal unemployment taxes and any office benefits as may exist by First Party’s office policy. Salary shall be comparable to other employees of the First Party for comparable experience and certifications. Any bonuses, benefits not a part of First Party’s office policy, Salary above First Party’s stated wage, or other considerations shall be at the sole discretion and expense of Second Party.
17. Second Party agrees to make himself/herself available for emergency calls and treatment outside of normal office hours as may be required and to cover for First Party as may be necessary. Second Party shall inform First Party in the event he is unable to take after hours emergency calls and shall make assurances that adequate coverage is provided in his absence. Communications equipment, such as paging equipment or cellular telephones, shall be required and be at the sole expense of Second Party.
18. First Party agrees to make himself available for emergency calls and treatment outside of normal office hours as may be required and to cover for Second Party as may be necessary.
19. Second Party understands that the primary focus of First Party is the practice of dentistry and that First Party has spent a considerable amount of time and expense in learning dentistry and in the building of a reputation in Broward, Miami Dade and Palm Beach County. Second Party agrees to refer all dentistry cases to First Party and not to perform dentistry cases without the express consent of First Party. Paragraph is not intended to restrict Second Party from performing dentistry cases in dental office(s) he/she is currently working in.
20. All fees received by second Party for professional services rendered by Second Party to patients, also all payments made to him/her under contracts of professional services with all other emoluments accruing to him/her by virtue of his practice on behalf of or First Party shall be turned over to First party as its sole property.
21. First Party hereby expressly agrees and covenants that the monies received by him under this agreement shall satisfy and discharge in full all his claims upon Second party in respect of the professional facilities and personnel provided to Second Party by First Party. Second Party acknowledge that his service in this Agreement with First Party in no way confers upon him any ownership interest in or personal claim upon any fees charged by First Party for his services, whether the same are collected during the term of his agreement or after the termination thereof, and he hereby disclaims and renounces any such interest or claim.
22. Second Party requests and first Party accepts the responsibility for the preparation, accounting and billing of all fees charged in connecting with any of Second Party’s patients.
23. In consideration of the use of First Party’s facilities, employees, billing and collection service provided herein, First Party shall be entitled to receive and retain out of those monies collected on behalf of Second Party, all sums remaining after Second Party’s payment.
24. Second Party shall receive payment monthly, as outlined below: a commission of 35% of collected revenues – (minus) 50% of lab expenses for approved labs. Use of a non-approved lab will reduce commission by the difference between the approved lab’s fee and the non approved lab’s fee. Large cases (any case over $3,000.00) will be paid as work is performed.
25. Second Party agrees that he shall not trade services, barter, or otherwise provide any services by any payment methods to any person or persons other than in a manner specifically mentioned and contained herein.
26. Second Party shall be responsible for the payment of any and all supplies or laboratory charges incurred by him in the treatment of his patients and shall have complete autonomy in his choice of dental supplies or laboratories.
27. Second Party hereby expressly agrees and covenants that the monies received by him under this Agreement shall satisfy and discharge in full all his claims upon First Party in respect of the professional services rendered by Second party.
28. Second party specifically acknowledges that as an independent contractor, he shall not be entitled to or make claim to participate in any retirement plan programs, insurance programs or other corporate fringe benefits made available by First party to its common law employees. Second Party further acknowledges that in the event of an examination by the Internal Revenue Service or other taxing authorities, which requires that any said retirement plan, insurance or other fringe benefit coverage be provided Second party, then in that event, Second party agrees to reimburse First Party for any costs incurred in providing such benefit.
29. Second Party specifically acknowledges and reaffirms that he is an independent contractor. Second Party agrees than in the event of an examination by the Internal Revenue service or other taxing authorities, which requires Second Party to be treated as an employee, Second Party agrees to reimburse First Party for any costs past due, currently due and due in the future, including but not limited to FICA (employee and employer contributions), Medicare (employee and employer contributions), withholding, unemployment, interest and penalties, and reasonable CPA and attorney’s fees.
30. Second Party shall be required to maintain an automobile or motor vehicle for use in connection with travel on behalf of this Agreement and shall not be entitled to any reimbursement by first party for the cost of maintaining, insuring and/or operating said automobile or motor vehicle.
31. Fist Party reserves the right to approve any and all announcements, advertisements, marketing tools, stationary, or other communication aids that are subject to the rules and regulations of the Florida Board of Dentistry (hereinafter referred to as “advertisements”). Second party shall have the right to approve any and all advertisements that specifically mention his name or the name of his professional association. First Party shall be responsible for all costs for such advertisements that do not mention the name of first party. Advertisements that contain the name of both First Party and Second party shall be paid by both with First Party being responsible for 75% of the advertisement cost and Second Party being responsible for 25% of the advertisement cost.
32. Second Party shall at all times keep accurate and up to date dental records of all patients he may examine and all such records shall be the sole property of First Party and shall remain in the office of First Party or at the dental office where Second Party did dentistry on behalf of or for First Party and such records shall not be removed from the premises by Second Party without the express written consent of First Party.
33. Second Party agrees that First Party’s corporate Articles, together with all currently effective and future rules and regulations made hereunder, are hereby included in this Agreement and made apart thereof.
34. Second Party for himself agrees and covenants that: a. He will not personally make, draw, accept or endorse any promissory note, bill of exchange, lease, contract or other engagement or the payment of money or its equivalent by First Party, nor pledge the credit of First party or its employees to do so; b. Any breach of this Clause by Second Party shall entitle First Party to recover from Second Party any expenses in which it may be involved as a result of such breach: and c. Second Party hereby consents to a judgment for such recovery in the Court having jurisdiction.
35. In further consideration of the close contractual relationship the parties hereto are binding themselves, and in consideration of the specialized knowledge and experience and the personal relationships that will be established by Second Party as a result of his association with First Party and his practice, Second party covenants and agrees as follow: a Upon the effective date of termination of this contract, whether because of a breach by either of the parties, or normal termination, or otherwise: i. Second Party agrees for a period of two years and within a five mile radius of First Party’s practice or another dental practice where Second Party did dentistry on behalf of or for First Party or its officer/member(s), Second Party agrees not to directly or indirectly practice any aspect of dentistry or otherwise compete with First Party either as an individual on his own, or as an a partner or joint venturer, or as an employee or agent for any person, or as an officer, director or shareholder or otherwise, or any venture engaged in direct or indirect competition of First Party. b. This covenant on the part of Second party shall be construed as an agreement independent of any other provision of this Agreement; and the existence of any claim or cause of action of the second party against First party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by First Party of this covenant. c. in the event of a breach or threatened breach by Second Party of his obligations under this Restrictive Covenant, second party acknowledge that First Party will not have an adequate remedy at law and shall be entitled to such equitable and injunctive relief as may be available to restrain second Party from violations of the provisions of this Restrictive Covenant. Additionally, nothing herein shall be construed as prohibiting First Party from pursuing other remedies available for such breach or threatened breach, including recovery of damages from Second party. d. The parties hereto specifically agree that in the event of default of this Restrictive Covenant on the part of Second party, First Party shall be entitled to recover all costs, including a reasonable attorney’s fees as shall be incurred in seeking the relief provided for under the provision of this restrictive Covenant.

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