

## SPACE SHARING AGREEMENT CHECKLIST©

A practice owner (lessor) leases one or more operatories and support staff to an independent practitioner (lessee) who will establish his/her own independent practice with a patient base separate from that of the practice owner (lessor). The lessee owns his or her own patient base but no other ownership interest in the lessor's practice.

1. **Form of Agreement**
  - a. A complete written document/signed/dated
  
2. **Relationship of Parties**
  - a. Separate and distinct practices
  - b. Landlord/tenant relationship
  
3. **Terms of Agreement**
  - a. Rent - flat fee and/or percentage of collections/production.
  
4. **Taxes**-each party responsible for their own
  
5. **Expenses**
  - a. Overhead, staff, supplies - usually covered by rent.
  - b. Inventory, promotion, telephone, postage - add to rent.
  
6. **Ownership Interest**
  - a. Right to take patients/records - ensure that records are separately identified.
  - b. Equipment, supplies, computer data, telephone number, yellow pages ad.
  
7. **Income/Production**
  - a. Mechanics and verification (who sends bills, who keeps books, who makes collection).
  
8. **Management Duties**
  - a. Right to hire/fire support staff.
  - b. Who sets schedule of operatories, assistants, etc.
  - c. Utilization of staff.
  
9. **Liability Considerations**
  
10. **Insurances**-Malpractice/Office Package/Workers Comp/Overhead/Disability
  - a. Insurance - who obtains it and who pays
  - b. Insurance/Indemnification/Cross-verification
  
11. **Termination/Death/Disability/Sale/Option to Purchase/Right of First Refusal**
  - a. Who has right to do what - plan for each scenario.
  - b. Conditions to event - timing, notice.
  - c. Protection of investment to both parties.
  
12. **Anti-Solicitation Clause**-valid as to separately identified patients