Selling Optometric Practice – Legal Aspects

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WHY YOU SHOULD LISTEN?

IS THAT BETTER?

fine print that makes you liable for buyer for the rest of your career
OPTIONS IN SELLING OPTOMETRIC PRACTICE

Doctors Transitioning a Practice can:
(i) Sell entire practice or
(ii) Gradually transfer practice
This is a business choice but with different legal issues
SELLING PRACTICE

Key Issues:

– Negotiate Practice Sale Agreement and Support Documents
– Assignment of lease or a new lease
– Patients’ issues
– Insurance matters – transfer privileges, check the provider details
SALE AGREEMENT-SELLER

PROSPECTIVE

• Remedial Work and Work in Progress
• Non-compete, non-solicit. Can you live with it? Future prospective
• What to do with your Corporation?
• Representations/Warranties – Are you sure you know what you stating? Warranty vs. Guaranty, Know vs. Should have known
OFFICE LEASE and OTHER ISSUES

• Often, Lease is assigned. Make sure it’s “non-recourse” i.e. no liability against Seller

• Personal Guarantee shouldn't be left Employee matters, taxes, liens etc.

• You only transfer Assets, not liabilities, such as loans, equipment lease, contracts with suppliers
WHAT DO I DO NOW?
PRACTICAL RECOMMENDATIONS

• Identify which direction to choose
• Talk to attorney about key issues
• Don’t rely on “oral understandings”
• Recognize potential liability avenues

Bottom line: If there is a will, there is a way