

LETTER OF INTENT (LOI) TO PURCHASE DENTAL PRACTICE

[Your Name / Company Name]
[Your Address]
[City, State, ZIP Code]
[Email Address]
[Phone Number]
[Date]
[Seller's Name / Dental Practice Name]
[Seller's Address]
[City, State, ZIP Code]

Subject: Letter of Intent to Purchase [Dental Practice Name]

Dear [Seller's Name],

I am writing to express my intent to purchase [Dental Practice Name], located at [Practice Address]. This Letter of Intent (LOI) outlines the general terms and conditions under which I propose to acquire the practice. While this letter is non-binding, it serves as a foundation for further negotiations leading to a formal Purchase Agreement.

1. Purchase Price & Terms

I propose to acquire the dental practice, including all assets, goodwill, equipment, patient records, and any associated leasehold interests, for \$[Proposed Amount], subject to due diligence and final valuation. The purchase price is expected to be paid as follows:
Initial Deposit: \$[Deposit Amount] (held in escrow upon signing a formal agreement).
Balance Payment: [Details of financing, lump sum, or installment structure].

2. Assets Included in the Purchase

The purchase will include but is not limited to:
All dental equipment, instruments, furniture, and office fixtures.
Patient files, records, and goodwill.
Existing lease (if applicable) or lease transfer agreement.
Licenses, software, and operational systems necessary for practice continuity.

3. Due Diligence

I will require a due diligence period of [Number] days to review financial records, tax returns, contracts, accounts receivable, employee agreements, and other relevant documents. This period will begin upon receiving the requested documentation.

4. Transition Period & Seller Support

To ensure a smooth transition, I propose that you remain available for a transition period of [Number] months to assist with introductions to patients and staff and provide operational guidance. The specifics of this transition period will be mutually agreed upon.

5. Contingencies

This offer is contingent upon:

A satisfactory review of financial statements and legal documentation.

Transfer of the lease agreement (if applicable) or securing new lease terms.

Securing financing (if required).

Obtaining necessary licenses and regulatory approvals.

6. Confidentiality & Exclusivity

Both parties agree to maintain confidentiality regarding this transaction. Furthermore, I request an exclusivity period of [Number] days to negotiate in good faith without the seller engaging with other potential buyers.

7. Next Steps

Upon agreement on the basic terms outlined above, both parties will work toward drafting and signing a formal Purchase Agreement, subject to legal and financial due diligence.

This Letter of Intent is non-binding except for the confidentiality and exclusivity provisions. It serves as a good faith framework for negotiations leading to a definitive agreement.

Please review this LOI and let me know if you agree with the proposed terms. I look forward to working together to complete a successful transaction.

Sincerely,

[Your Name]

[Your Signature]

[Your Contact Information]