

June 16, 200X

Gordon V. Christopher, DVM  
Veterinary Care Associates, LLC  
Heights Road  
Anytown, USA

Dear Doctor Christopher:

In accordance with your objective to employ an associate doctor, I prepared the enclosed draft of an associate-doctor employment agreement.

The information contained in the agreement has been obtained from the *Outline of an Employment Offer to a Prospective Associate Doctor*. Accounting, tax or legal advice, tax questions as well as provisions of contract law should be reviewed carefully with legal and accounting professionals.

Although the draft agreement addresses the details of your employment offer, it does not specifically address the following:

1. Liquidated damages that could result from a breach of the restrictive covenant or non solicitation covenant. Since liquidated damages are a matter of law, if you want to include a liquidated damage clause in your associate-doctor employment agreement, discuss inclusion with your attorney.
2. The compensation paragraph states that any profit-sharing contribution is in addition to the base salary of the associate. Since the qualified pension and/or profit-sharing agreement sets forth the vesting provision, discuss this with the administrator of the plan.
3. A restrictive covenant is enforceable if it meets the five tests of reasonableness. Since enforcement is a matter of law, seek the advice of your attorney.
4. The term of employment refers to the period of associate ship.

If you promote your associate to partner, you must determine the value of the tangible assets and patient records of Veterinary Care Associates, and then, write a partnership/shareholder agreement and agreement and an employment agreement for each doctor-partner.

Please review the draft associate-doctor employment agreement and call me with any questions that you may have.

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Sincerely,

David J. Shuffler

DJS/cl

Enclosure