NON-COMPETE REVIEW

Capture the exact restrictions before making an ownership decision

01 AGREEMENT & EMPLOYMENT DETAILS

Dentist name	
Employer / practice legal name	
Agreement date and state governing law	
Effective date / termination date	
Clause number or page reference	

02 RESTRICTED ACTIVITY & TIME

Restricted activities (clinical work / ownership / other)	
Duration after departure (months / years)	
What triggers the restriction?	
Exceptions, carve-outs or written waivers	

03 LOCATION USED AS THE STARTING POINT

Specific starting street address	
City / state / ZIP	
One office or every employer location?	
Location as of which date?	

Copy the actual contract language. A radius is meaningless without knowing which address or locations are used as its starting point.

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NON-COMPETE REVIEW

Geographic measurement and location definitions

04 HOW IS THE GEOGRAPHIC LIMIT MEASURED?

- [ ] Straight-line / as-the-crow-flies radius
- [ ] Driving distance along roads
- [ ] Driving time (minutes)
- [ ] County boundary / named counties
- [ ] City, ZIP, or other jurisdiction
- [ ] Distance from any office of a defined type
- [ ] Other / unclear in agreement

Distance amount (number)	
Units (miles, km, minutes, other)	
Named county / counties (if applicable)	
Source / map method specified by agreement	

05 MULTIPLE LOCATIONS / OFFICE TYPES

Does the radius apply to every existing location?	
Does it apply to future / acquired locations?	
Defined office type (GP, specialty, DSO, affiliate)	
Does it restrict ownership, employment, or both?	

Clarify whether restrictions are measured from the original office, every employer/affiliate office, or any office meeting a specified definition.



NON-COMPETE REVIEW

Map check, attorney questions and decision record

06 TEST THE PROPOSED LOCATION

Proposed purchase / start-up address	
Closest restricted office address	
Measured distance or driving time	
Mapping source and date checked	
Is the proposed location in a named county?	

07 CONTRACT REVIEW QUESTIONS

- [ ] Is the restriction actually in the signed agreement?
- [ ] Are the starting point and measurement method clear?
- [ ] Does the restriction cover ownership as well as clinical work?
- [ ] Are affiliated, acquired or future locations included?
- [ ] Are there patient / employee non-solicitation clauses?
- [ ] Have I asked a qualified attorney about current state law?

08 NEXT STEP / LEGAL REVIEW

Attorney name / review date	
Contract language to clarify or negotiate	
Written waiver or amendment needed?	
Next action and deadline	

This worksheet does not determine enforceability. Non-compete law varies by state, profession, contract date and current law. Obtain advice from a licensed attorney.

MEASURE BETWEEN BOTH ADDRESSES

Open Google Maps Directions, enter the restricted office as the starting point and the proposed office as the destination. Record the route distance/time above.

Note: Road distance/time is not a straight-line radius; confirm the method in the contract.

OPEN GOOGLE MAPS >

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