

# PHARMACY MANAGEMENT AGREEMENT

This Pharmacy Management Agreement made and entered into this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
day month year

by and between \_\_\_\_\_ and \_\_\_\_\_  
**BUYER** **SELLER**

## WITNESSETH:

**WHEREAS**, Seller is the owner of certain property used in conducting the pharmacy operations at the location (s) set forth in Exhibit 'A' (collectively the "Business" ) and had contracted to sell all assets associated with the Business to the Buyer.

**WHEREAS**, pharmacies require State and Federal Licensing, and

**WHEREAS**, Seller agrees to continue the management of said pharmacy (ies) for a period of time as is necessary to transfer, or for Buyer to obtain, any and all necessary pharmaceutical licenses and permits to allow Buyer to operate the pharmacy (ies) as no operated by Seller; and

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

(1) The Buyer hereby engages Seller as manager to operate and supervise aforementioned pharmacy (ies) under licenses held by Seller for a period beginning on the date of this Agreement and terminating as set forth in the termination provision of this Agreement. (See item 4)

(2) The Seller hereby promises and agrees to use due diligence and good faith in the management of the pharmacy (ies) and to operate said pharmacy (ies) in full compliance with regulations and requirements promulgated by applicable Boards and similar agencies and officials.

(3) The Buyer and Seller agree, that complete and accurate books shall be maintained on the operation of the pharmacy (ies) and all expenses of the operation of the pharmacy (ies) shall be reimbursed to Seller or Buyer or as mutually agreed upon by said parties.

(4) This agreement shall be automatically canceled and terminated upon the transfer to, or obtaining of all pharmaceutical licenses and permits used in the Business by the Buyer, to the effect that Buyer is allowed to stock, sell or offer to the public pharmaceutical and related products without management assistance from Seller. This Agreement may also be terminated by written mutual consent. This Agreement shall not be amended or modified without each party's written consent.

(5) Buyer hereby agrees to indemnify and hold Seller harmless from any and all costs and expenses, including reasonable attorney fees for actions arising after the date of this Agreement and covering the services furnished by Seller hereunder or other matters covered by the scope of Seller's responsibilities as set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first written.

## WITNESSES:

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## BUYER AND SELLER:

BY: \_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Printed Name