



FP TRANSITIONS®

EMS™

CONTINUITY PLANNING
INTAKE FORM

#FPINSIGHTS

CONTACT INFORMATION



YOUR INFORMATION

You are the:

Potential Seller Potential Buyer Both (Reciprocal Agreement)

Full Legal Name: _____ Age: _____

Spouse's Name: _____

Company Name: _____

Company Address: _____

County of Business: _____

Phone Number: _____

Email Address: _____

Company Form of Ownership: _____

Broker-Dealer/Custodian: _____

If an LLC or Corporation, please list each owner and their title:

If an LLC or Corp., do you have a operating/members or shareholders agreement?

Yes No

CONTACT INFORMATION



CONTINUITY PARTNER'S INFORMATION

I don't have a continuity partner who can legally provide financial services to my clients.

Full Legal Name: _____ Age: _____

Spouse's Name: _____

Company Name: _____

Company Address: _____

County of Business: _____

Phone Number: _____

Email Address: _____

Company Form of Ownership: _____

Broker-Dealer/Custodian: _____

If an LLC or Corporation, please list each owner and their title:

If an LLC or Corp., do you have a operating/members or shareholders agreement?

Yes No

Please note that drafting multi-owner corporate level agreements is not included in your EMS™ membership.

TYPE OF AGREEMENT



DOES NOT REQUIRE A CONTINUITY PARTNER:

- **Practice Emergency Plan (PEP) [Skip to page 6](#)**

Does not require a continuity partner. Puts in place a contingent listing with FP Transitions in the event of death or disability.



REQUIRES A CONTINUITY PARTNER:

- **Buy/Sell Agreement [Skip to page 5](#)**

This is a committal agreement that requires a sale/purchase in the event of death or long-term disability under predetermined price and terms.

- **Guardian Agreement [Skip to page 5](#)**

Continuity partner will oversee the practice and service the client accounts for up to 6 months in the event of loss of licensure, temporary disability, long-term disability, or death until the practice can be sold to a third party.

**Note: Guardian must be registered or covered by appropriate licensure under FINRA/SEC regulations to provide ongoing investment advice to your clients for a fee. Additionally, the Guardian in their role must not be in violation of any existing privacy policies, custody or broker dealer affiliations, or other legal rules or regulations.*

- **Combination Buy/Sell and Guardian [Complete Pages 3-5](#)**

Your continuity partner will be committed to purchase the assets in the event of death or long-term disability and oversee the practice and service the client accounts for up to 6 months in the event of temporary disability or loss of licensure.

**Note: Guardian must be registered or covered by appropriate licensure under FINRA/SEC regulations to provide ongoing investment advice to your clients for a fee. Additionally, the Guardian in their role must not be in violation of any existing privacy policies, custody or broker dealer affiliations, or other legal rules or regulations.*

BUY/SELL PURCHASE TERMS - PART A

Skip this section if you did not select "Buy/Sell" or "Combination" on Page 2.
Select from the options to customize the deal terms that will be drafted into your agreement.



DEATH

100% Cash Payment

Seller Financed Note

Optional Cash Down Payment: ____ %
(Complete 26 if using insurance proceeds to fund down payment)

Promissory Note: ____ %

a. Term: ____ years, paid in equal _____ installments

b. Interest: ____ %

c. Type of Note:

Fixed

Adjustable - adjustment calculation at 12 months following closing. The original face value of the note would adjust down if _____ below 90% as compared to closing.

Earn Out for Fixed Period of Time

**Broker/Dealers limit earn outs to a maximum of 5 years.*

a. Term: ____ years

b. ____ % of gross revenue paid to Potential Seller.

Will life insurance proceeds be used to fund the sale in the event of death?

Yes No TBD

If yes, please also complete one of the options above (23-25) if the insurance policy lapses or insurance proceeds are not sufficient to cover the purchase price at the time of the triggering event.

a. Insured (should be the Potential Seller): _____

b. Owner & Beneficiary (should be the Potential Buyer): _____

c. Insurance Company: _____

d. Policy Number: _____ Face Amount: \$ _____



DISABILITY

100% Cash Payment

Seller Financed Note

Optional Cash Down Payment: ____ %

Promissory Note: ____ %

a. Term: ____ years, paid in equal _____ installments

b. Interest: ____ % _____

c. Type of Note:

Fixed

Adjustable - Adjustment calculation at 12 months following closing. The original face value of the note would adjust down if _____ below 90% as compared to closing.

Earn Out for Fixed Period of Time

**Broker/Dealers limit earn outs to a maximum of 5 years.*

**Potential seller needs to remain licensed for the duration of the earn out term.*

a. Term: ____ years

b. ____ % of gross revenue paid to Potential Seller.



RIGHT OF FIRST OFFER

Continuity partner will have the right of first offer to purchase the business upon Potential Seller's retirement or loss of licensure.

Yes No

GUARDIAN COMPENSATION

Skip this section if you did not select “Guardian” or “Combination” on Page 3.
Select from the options to customize the deal terms that will be drafted into your agreement.



GUARDIAN COMPENSATION

Select only one of these options.

Revenue Split:

Guardian: ___ % Seller: ___ %

Flat Fee:

\$ _____

Increased in Guardian’s salary, if employee:

\$ _____

_____ %



RIGHT OF FIRST OFFER

Guardian will have the right of first offer to purchase the business in the event of Potential Seller’s death, disability, retirement, or loss of licensure.

Yes No

PRACTICE EMERGENCY PLAN

Only complete if you selected "Practice Emergency Plan" on Page 2.



EMERGENCY CONTACT INFORMATION

Next of Kin

Name: _____

City/State: _____

Contact Phone Number: _____

Contact Email Address: _____

Key Employee (if other than Guardian)

Name: _____

Contact Phone Number: _____

Contact Email Address: _____

Attorney

Name: _____

City/State: _____

Contact Phone Number: _____

Contact Email Address: _____

CPA

Name: _____

City/State: _____

Contact Phone Number: _____

Contact Email Address: _____



GENERAL COMMENTS



FP TRANSITIONS®