



# Annex B Enterprise

## Recommended form

Amendments 2006

**CAUTION:** This form has been amended following a review by the Forms Committee of the Association des courtiers et agents immobiliers du Québec.

### Clause B2.1 – Review of documents

This clause captures the content of and replaces clause 9.4 of the old form “Promise to purchase – Enterprise excluding any immovable”. It allows the buyer to verify the documents relating to the operation and profitability of the enterprise, including leases, work contracts, the franchise contract and any other document specified therein. A buyer who is not satisfied following a verification of the documents requested shall be able to make the promise to purchase null and void by written notification to the seller.

### Clause B2.2 – Obtainment, renewal or transfer of permits (other than liquor permit) or contracts

The first option in this clause captures the wording of clause B2.1 of the old form “Annex B – Enterprise”.

The second option captures the terms outlined in clause 9.5 of the old form “Promise to purchase – Enterprise excluding any immovable” dealing with the delivery of documents and the renewal or transfer of permits or contracts.

### Clause B2.4 – Zoning

This clause captures the wording of clause B2.3 of the old form “Annex B – Enterprise” and now includes a provision under the third paragraph enabling the buyer to waive his condition.

### Clause B2.5 – Labour law

The first paragraph of clause B2.4 of the old form “Annex B – Enterprise” entitled “General” was removed and added to clause 8.4 of the form “Promise to purchase – Enterprise excluding any immovable”.

The second paragraph of clause B2.4 of the form “Annex B – Enterprise” has been captured in sub-section 11 of clause 9.2 of the form “Promise to purchase – Enterprise excluding any immovable”. Consequently, the object of the declaration on the *Labour Standards Act* has been amended to allow the disclosure and description of an existing or potential claim for which the buyer could be held jointly and severally responsible with the seller under section 96 of this Act.

The third paragraph of clause B2.4 of the old form “Annex B – Enterprise” on the absence of a collective agreement has been removed and moved to sub-section 10 of clause 9.2 of the form “Promise to purchase – Enterprise excluding any immovable”.

### Clause B2.6 – Acceptance conditional to the cancellation of another accepted promise

This clause replaces clause B2.5 of the old form “Annex B – Enterprise” on acceptance conditional to a right to preference and states that the promise to purchase is conditional to the cancellation of a first promise to purchase already accepted by the seller by the deadline determined by the buyer. It is important to mention that contrary to clause B2.3 of the form “Annex B – Residential immovable”, the time periods indicated in the promise to purchase begin only from the time written notice is received from the seller confirming the cancellation of the first promise to purchase.”





**B1. REFERENCE TO THE PRINCIPAL CONTRACT**

The conditions hereunder form an integral part of promise to purchase PA- [ ] [ ] [ ] [ ] [ ] concerning the ENTERPRISE known and operated under the name of: \_\_\_\_\_ located at the following address: \_\_\_\_\_.

**B2. OPTIONAL CONDITIONS**

In this section, only the conditions marked by a check form an integral part of this annex.

**B2.1 REVIEW OF DOCUMENTS** This promise to purchase is conditional upon the BUYER being able to verify the documents relating to the operation and profitability of the ENTERPRISE, including leases and work contracts, the franchise contract and the following documents:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In this regard, the SELLER shall make all such documents available to the BUYER within \_\_\_\_\_ days following acceptance of this promise to purchase. If the BUYER is not satisfied following these verifications, he shall have \_\_\_\_\_ days following receipt of the documents to notify the SELLER in writing of his decision to render this promise to purchase null and void. Should the BUYER fail to send such written notification to the SELLER within the specified time period and in the manner described above, he shall be deemed to have waived this condition.

**B2.2 OBTAINMENT, RENEWAL OR TRANSFER OF PERMITS (OTHER THAN LIQUOR PERMIT) OR CONTRACTS**  
 **OBTAINMENT OF PERMITS OR CONTRACTS** The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to obtain, under conditions satisfactory to him, all of the following permits and contracts:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The BUYER agrees to notify the SELLER in writing that these permits and contracts have been obtained, or that this condition is being waived, within \_\_\_\_\_ days following acceptance of this promise to purchase. Receipt of such written notification within the time prescribed shall fully satisfy this condition. In the absence of such written notification within the specified time period, this promise to purchase shall become null and void.

**RENEWAL OR TRANSFER OF PERMITS OR CONTRACTS** The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to renew or transfer in his favour, under conditions satisfactory to him, all of the following permits, franchise contracts, employment contracts (with salaried or contract workers), leases for premises and accessories:  
\_\_\_\_\_  
\_\_\_\_\_

The BUYER agrees to deliver to the seller, within \_\_\_\_\_ days following acceptance of this promise to purchase, copies of agreements to renew or transfer such permits or contracts in his favour. Receipt of such agreements within this time period shall fully satisfy this condition. In the absence of evidence of such agreements within the specified time period, this promise to purchase shall become null and void.

**B2.3 LIQUOR PERMIT** The SELLER and the BUYER declare that they have not committed any violations under the *Act respecting Liquor Permits* (R.S.Q., c. P-9.1) and the *Act respecting Offences relating to Alcoholic Beverages* (R.S.Q., c. I-8.1); that their establishments, where applicable, are not and were not under investigation by the Régie des alcools, des courses et des jeux, any police force or any organization with regard to the operation of their permits to sell alcoholic beverages, where applicable, and that they have never been summoned to a public hearing by the Régie des alcools, des courses et des jeux. Without limiting the generality of the foregoing, the BUYER declares that he is unaware of any factor which could cause his permit application mentioned hereunder to be refused.

**ANTICIPATED DECISION** The BUYER agrees to undertake in good faith, as soon as possible and at his own expense, all the steps necessary to obtain from the Régie des alcools, des courses et des jeux an anticipated decision under the provisions of Section 45 of the *Act respecting liquor permits* (R.S.Q., c. P-9.1). The BUYER agrees to provide the SELLER, within \_\_\_\_\_ days following acceptance of this promise to purchase, with a copy of the decision of the Régie des alcools, des courses et des jeux under conditions acceptable to the BUYER. Receipt of such decision within the specified time shall fully satisfy this condition. In the absence of evidence of such decision within the prescribed time period, this promise to purchase shall become null and void;

**OR**

**TRUST AGREEMENT** The act of sale shall be conditional upon the BUYER obtaining a liquor permit, within \_\_\_\_\_ days of the signing of the act of sale. The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to obtain such a permit. The SELLER agrees, where applicable, to sign a trust agreement in favour of the BUYER for the period prior to his obtaining this permit. Until such time as the permit is obtained, the monies shall be held in trust by \_\_\_\_\_. If the BUYER is unable to obtain this liquor permit, the act of sale and this promise to purchase shall become null and void, the monies already paid by the BUYER shall be reimbursed and the operating profits or losses shall be attributed to the SELLER.

**B2.4 ZONING**

**VERIFICATION** The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps before the relevant authorities to obtain confirmation that the purpose he plans to give the ENTERPRISE complies with relevant zoning regulations;

**OR**

**CHANGE** The BUYER agrees to undertake in good faith, as soon as possible and at his expense, all necessary steps to obtain from the relevant authorities a zoning change concerning the ENTERPRISE. The existing zoning which allows \_\_\_\_\_ shall, once it is changed, allow \_\_\_\_\_.

The BUYER agrees to notify the SELLER in writing, within \_\_\_\_\_ days following acceptance of this promise to purchase, that this condition has been met or is being waived. Receipt of such written notification within the specified time period shall fully satisfy this condition. In the absence of such notification within the specified time period, this promise to purchase shall become null and void.

**B2.5 LABOUR LAW**

**LABOUR STANDARDS ACT** The SELLER declares that a claim is currently or may be pending for which the BUYER may be held jointly and severally responsible with him under Section 96 of the *Labour Standards Act* (R.S.Q., c. N-1.1) (describe claim(s)):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COLLECTIVE AGREEMENTS AND ACCREDITATION** The SELLER declares that an action to obtain certification or to conclude or execute a collective agreement is pending and that the BUYER may be bound by such action under labour laws.

**B2.6 ACCEPTANCE CONDITIONAL TO THE CANCELLATION OF ANOTHER ACCEPTED PROMISE** This promise to purchase is conditional upon the cancellation of a first promise to purchase already accepted by the SELLER, by \_\_\_\_\_ at \_\_\_\_\_ hours. Should this first promise to purchase be cancelled, the SELLER shall inform the BUYER in writing within the specified time period. All time periods contained in this promise to purchase shall begin from the time of receipt of written notification from the SELLER. If the SELLER fails to send such written notification to the BUYER within the specified time period and in the manner described above, this promise to purchase shall become null and void.

**B2.7 OTHERS** \_\_\_\_\_

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**INITIALS (ALL COPIES MUST BEAR ORIGINAL INITIALS)**

BUYER 1	BUYER 2	WITNESS	SELLER 1	SELLER 2	WITNESS