

DAYCARE BUSINESS

Website: www.tadpoleacademy.ca

Email: info@tadpoleacademy.ca

In Operation since 2008 after renovations were complete. This owner moved her home based childcare business into this space. She currently has a waiting list for children to come to her Daycare facility.

Attendance: 24 - She currently has **16 Pre-Schoolers** attending and **8 Infant/Toddlers**

Staff: She has **5 ECE Licensed Staff** currently employed on a full time basis

Hours of Operation: are 7am to 6pm Monday to Friday

Location: On Bus Route – Close to all levels of Schools – Easy Access and lots of parking for drop off.



BUSINESS SNAPSHOT:

TYPICAL OPERATING *MONTH FOR THE BUSINESS

(*Taken from February 2018 projection report from Seller)

Income:

Infant / Toddler	x9	\$7395.00
CCOFF – (Gov't grant)		\$3000.00
Pre-School	x15	\$9181.00
CCOFF – (Gov't grant)		\$1000.00
CDA		\$1300.00

TOTAL REVENUE: \$21,876.00

Expenses:

Staff Costs – incl. benefits (Infant / Toddler)	\$7500.00
Staff Costs – incl. benefits (Pre-School)	\$5880.00
Cellular Phone	\$140.00
Hydro	\$150.00
Water/Sewer	\$80.00
Phone	\$100.00
Advertising	\$200.00
Website	\$100.00
Supplies	\$400.00
Art Supplies	\$200.00
Office Supplies	\$100.00
Insurance	\$150.00
Janitorial	\$220.00
Miscellaneous	\$150.00

TOTAL EXPENSES: \$15,370.00

Potential Net Revenue: \$6506.00 per month.



If you are intrigued and would like to know more, we do have information that can help you analyze the business in more depth and detail. We always advise that you utilize the services of an accounting professional in order to ascertain the information that you need to know.

Our client will be happy to allow you to view the information upon receipt of signing the following
“Confidentiality Agreement”

Thank you

**Kelly Johnston
Select Real Estate**

smile@happyhomesbc.ca

604-701-9080 cell.

www.HomesinChilliwack.com

Confidentiality Agreement

PRIVATE & CONFIDENTIAL

Dated: _____

Name: _____

Address: _____

Re: 9766 Oak Street, Chilliwack, BC – Tadpole Academy

The Seller, Trevor and Barbra Bamford, (the “Provider”) has agreed to make certain Confidential Information available to you, to enable you to determine whether you wish to fulfill the terms of the contract of purchase and sale to acquire the Property and Business.

1. Defined Terms. In this Agreement:

(a) “Available Information” means information which:

(i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;

(ii) is or becomes available to you on a non-confidential basis from a source other than the Provider unless you know or should reasonably know that such source is prohibited from disclosing the information to you by a contractual, fiduciary or other legal obligation to the Provider; or

(iii) was known to you on a non-confidential basis prior to its disclosure to you by the Provider;

(b) “Confidential Information” means all information, including *[tenant]* files, data, reports, interpretations, forecasts, financials, records and models in the possession or control of the Provider and relating to the Property or to the Provider’s business, operations, assets, liabilities, prospects or plans *[with respect thereto]*, and includes *[the information listed in Schedule A and]* all copies, reproductions and extracts thereof *[and all Work Papers]*, but excludes the Available Information;

(c) “Permitted Representatives” means those of your employees, agents, advisors, lenders, consultants and other representatives who “need to know” *[all of whom will be directed to keep such information confidential in accordance herewith] or [and who have agreed in writing to be bound by the terms of this Agreement]*;

(d) *“Work Papers” means all notes, analyses, financial models, studies, interpretations or other documents prepared by you or your Permitted Representatives which use, contain, reflect, analyze, discuss or review any Confidential Information.*

2. No Liability. The Confidential Information is given to you without liability on the part of the Provider *[or its directors, officers and employees]* or its agents and advisers and no representation or warranty with respect to the Confidential Information is given by the Provider or any of such other persons.

3. Use of Confidential Information. In consideration of the Provider making the Confidential Information available to you, you agree on your own behalf and on behalf of your *[directors, officers, employees,]* agents and advisors:

(a) not to use or allow the use of any of the Confidential Information for any purpose, except in connection with the evaluation or acquisition of the Property;

(b) not to disclose or allow disclosure to others of any of the Confidential Information, except to your Permitted Representatives and then only for the purpose described in paragraph 3(a);

(c) [not to disclose or allow disclosure to any person other than your Permitted Representatives that the Confidential Information has been made available to you or that you have reviewed any of the Confidential Information;]

(d) [not to make or allow to be made copies of or otherwise reproduce the Confidential Information or any part thereof, or remove any of the Confidential Information from the place where it is made available, except:

(i) in the form of Work Papers made by you or your Permitted Representatives during your review of the Confidential Information to assist you in evaluating a possible acquisition of the Property; or

(ii) as permitted with the specific written consent of the Provider;]

(e) to deliver to the Provider, within ___10___ business days after its request for it, the Confidential Information *[and your Work Papers]*, without retaining any copies or extracts *[or, in the case of the Work Papers, to destroy them]* and to certify to the Provider that all Confidential Information has been returned *[and that the Work Papers have been destroyed]*.

4. Ownership of Confidential Information. The Confidential Information will remain the property of the Provider.

5. Non-Disclosure of Negotiations. *Except as otherwise provided in this Agreement, you will not disclose to any other person:*

(a) that this Agreement has been executed;

(b) that Confidential Information has been made available to, or inspected by, you or your Permitted Representatives;

(c) that you are involved in discussions with respect to a purchase of the Property; or

(d) the content of your discussions with the Provider or its representatives in respect of the structure, terms or conditions of your proposed purchase of the Property].

6. [List of Permitted Representatives. *You will provide to the Provider a list of your Permitted Representatives who receive or are expected to receive Confidential Information.]*

7. Exclusive Opportunity: *Following the execution of an agreed contract of purchase and sale offer for the Business and following the execution of this Confidentiality Agreement, the Provider will not negotiate or enter into discussions with any other party or offer the Property or any interest therein for sale [or long-term lease] to any other party for a period of ___10___[days] during which time you will be afforded the first opportunity to perform the due diligence necessary in regards to the proposal to purchase the Property.*

8. Remedies. You acknowledge that the disclosure or use of Confidential Information contrary to this Agreement or your failure to comply with the terms and conditions of this Agreement will give rise to irreparable injury to the Provider. Accordingly, in addition to using any other remedy available at law, the Provider may enforce the performance of this Agreement by injunction or specific performance without proof of actual damages (and without the requirement of posting security), and notwithstanding that damages may be readily quantifiable, you agree not to plead sufficiency of damages as a defence in any proceeding.

9. Disclosure Pursuant to Legal Requirements. *Nothing in this Agreement will preclude you from disclosing or releasing the Confidential Information if, and only to the extent, that such disclosure is required by applicable law or by any order, decree or directive of any competent judicial, legislative or regulatory body or authority or by the rules of any relevant stock exchange. If you are required to make such disclosure:*

(a) you will give the Provider prompt notice of the requirement so that the Provider may have the opportunity to seek an appropriate protective order or pursue such legal action, remedy or assurance as it deems necessary to preserve the confidentiality of the Confidential Information;

(b) you will refrain from opposing, and will co-operate in the prosecution of, any action by the Provider to obtain a protective order or other remedy or assurance;

(c) you will take all reasonable steps (after consultation with the Provider and at the Provider's request and expense) to preserve the confidential nature of the Confidential Information, including requesting that the Confidential Information not be released to third parties or the public and disclosing only that part of the Confidential Information that, in the opinion or your counsel, you are legally compelled to disclose; and you will provide the Provider with as much prior notice as is reasonably possible of the fact and proposed content of any permitted disclosure and will co-operate in ensuring consistency in disclosure and communications.

10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

12. Waiver. No waiver of or delay by the Provider in enforcing any provision of this Agreement will be deemed to constitute a waiver of such or any other provision (whether or not similar) nor will any waiver be binding on the Provider unless executed in writing.

13. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or void, the remaining provisions will remain in full force and effect.

14. Binding on Successors. This Agreement is not assignable, except by the Provider, and will be binding upon the respective successors of the parties.

Acknowledged and accepted this _____ day of _____, 20_____.

Prospective Purchaser:

Name: _____

Signature: _____

AGENT or REALTOR® for the Prospective Purchaser

_____ signature X_____