



Selling a Fishing & Hunting Lodge, Camp or Resort Handbook

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ABOUT ME



We're a small Fishing & Hunting Lodge, Camp & Resort – Appraisal and Consulting Services firm and we want to stay small and specific. We've developed tailored solutions specifically for Fishing & Hunting Lodges, Camps & Resorts – no one else.

SERVICES

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PREFACE

We wrote this handbook to educate and encourage fishing & hunting lodge, camp and resort sellers to consult early with top fishing & hunting lodge, camp and resort industry professionals – when such counsel can provide maximum benefit. Perhaps sharing some of the lessons learned by others will help avoid unnecessary mistakes in selling your fishing & hunting lodge, camp or resort.

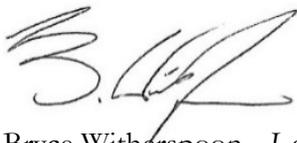
There is no more complex form of commercial real estate than fishing & hunting lodges, camps and resorts. Employment agreements, inventories, advance bookings and deposits, financing, new supply, sensitivity to local, national and global economic trends, PIP requirements, reserve for capital replacement, service contracts, liquor and other licenses, tax structuring and implications, and on and on contribute to the complexity, and risks when selling a fishing & hunting lodge, camp or resort.

This handbook is unique because it presents an extraordinary amount of technical, legal and transaction structuring information based on the expertise and experience of professionals with specific arbitration, litigation, structuring, negotiating, transaction and risk management perspectives.

Although much of the material is highly technical, it is written to be easily understood and applied. The contents will be invaluable to buyers, sellers, investors, lenders, advisors, and many others.

The Selling a Fishing & Hunting Lodge, Camp or Resort Handbook is based on the experience our team has gained from working with fishing & hunting lodges, camps and resorts all over the Canada and The United States. Our experience enables us to help clients identify and avoid show stoppers early in the transaction, and help facilitate smooth, efficient transactions.

Please send us an email to let us know how useful you found the Selling a Fishing & Hunting Lodge, Camp or Resort Handbook, and share your experiences in the sale process. If we can help you achieve your goals in any way, give us a call!



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INTRODUCTION

Fishing & Hunting Lodges, Camps & Resorts are different than other kinds of real estate, because they involve both special purpose real estate and an operating business. This makes selling a fishing & hunting lodge, camp or resort a complex process with a lot of moving parts.

From the moment a seller begins to market their lodge, camp or resort for sale to the day the deal is closed, hundreds of details must be assessed, negotiated and locked down.

The Selling a Fishing & Hunting Lodge, Camp or Resort Handbook provides a detailed overview of the sale process, informative support articles that address some of the most important questions that arise when selling a fishing & hunting lodge, camp or resort as well as checklists and sample templates that will be required throughout the sale process.

We invite you to visit www.frontierhospitality.ca to see all the free resources we provide to the industry. You can search for articles on a wide range of topics in our Fishing & Hunting Lodge, Camp & Resort “Tackle Box” section.

At www.frontierhospitality.ca, you can also peruse our credentials and see how we have helped many owners, developers, investors and lenders with their fishing & hunting lodge, camp or resort projects.

TABLE OF CONTENTS

About Us.....	i
Preface.....	ii
Introduction	iii
Step 1: Planning Your Fishing & Hunting Lodge, Camp or Resort Sale.....	1
Step 2: Preparing Your Fishing & Hunting Lodge, Camp or Resort Sale.....	7
Step 3: Going To Market with Your Fishing & Hunting Lodge, Camp or Resort	13
Step 4: Closing the Deal	20

STEP 1: PLANNING YOUR FISHING & HUNTING LODGE, CAMP OR RESORT SALE

Are you ready to sell? How sellable is your business, and is it properly prepared for sale?

Step 1 is about checking the sellability, timing, finances, and communicating your decision.

If you're looking to sell right away, you probably won't get full value, as it takes proper preparation to sell before you actually put your fishing & hunting lodge, camp or resort business on the market.

A lot of lodge, camp and resort businesses have changed hands in the past several years, and there's a fair amount of money sitting on the sidelines looking for quality businesses.

There may be some practicalities that you haven't fully considered. For example, whether the business exit planned is realistic. The timing of your business exit can have an important bearing on the price received. This is another reason why it's sensible to carry out an external review of your business' environment alongside an internal audit of the business.

So how can you best set yourself up to win when you sell your fishing & hunting lodge, camp or resort?

The following are some tips to get you headed in the right direction to receive the best value.

CHECK THE SELLABILITY:

If you are like most lodge, camp and resort business owners, your company is your most valuable asset. Your retirement goals likely depend on how much value you can generate through the sale of your business.

The minimum business sale price needed will depend on other income sources and realizable assets, set against future commitments. Such as ongoing personal financial commitments, the cost of your desired future lifestyle, and any further planned asset acquisitions after the sale, to mention just a few.

Frontier Hospitality Advisors can help you get a good handle on what the benchmark metrics are for your industry by providing recent, relevant market data.

Knowing what you have to work with, or need to focus on, will give you confidence in putting together a solid informational [sales memorandum](#) for prospective buyers.

ACTIONS TO TAKE:

1. SPEAK TO A FINANCIAL ADVISOR TO BE CLEAR ABOUT WHERE YOU STAND FINANCIALLY.
2. ESTABLISH MINIMUM AMOUNT NEEDED FROM THE SALE OF YOUR BUSINESS.
3. ESTABLISH APPROXIMATE TIME FRAME FOR BUSINESS TO BE SOLD.

CHECK THE TIMING:

When you sell your fishing & hunting lodge, camp or resort, timing can be the most important factor. So, when is a good time to sell your business?

This depends on a number of factors, some within, and some outside your control. It's best to sell your fishing & hunting lodge, camp or resort business when it has demonstrated consistent and strong financial performance. When performance is trending downward and the outlook is negative, it may be extremely difficult to find a buyer, let alone one who is willing to meet your price expectations

Outside your control are prevailing market conditions, which impact on supply and demand for existing fishing & hunting lodge, camp or resort businesses similar to yours, and affect the price valuation at this time.

One of the primary reasons why buyers are paying more for lodge, camp and resort businesses recently is that they have access to more capital. Interest rates have remained low, while credit availability for businesses has returned to pre-recession levels.

Perhaps the most glaring example of how the broader economy affects the sellability of your business is the global financial collapse of 2007/2008. Amidst widespread uncertainty, potential buyers held on tightly to their cash reserves and purchase/sale activity dipped to very low levels during this time.

You may decide to make changes to the business to increase its value and sellability, but this could take time and require you to postpone your decision to sell.

ACTIONS TO TAKE:

1. EXAMINE MARKET CONDITIONS, HOW IS YOUR INDUSTRY PERFORMING THE PAST FEW YEARS? HOW IS THE OVERALL TOURISM INDUSTRY OUTLOOK?
2. EXAMINE THE AVAILABILITY AND COST OF BORROWING CAPITAL TO PURCHASE A BUSINESS LIKE YOURS. HAVE LENDING RULES TIGHTENED RECENTLY? ARE INTEREST RATES CURRENTLY HIGH?
3. [EXAMINE YOUR BUSINESS' FINANCIAL TREND](#) OVER THE PAST 3 YEARS, ARE YOU CURRENTLY TRENDING UPWARD?

CHECK WITH PROFESSIONALS

Make sure to get a good business lawyer and an accountant in place to help you with the business sale paperwork, because even with a small business there's going to be a ton of it. Accountants and lawyers can help you decide the best way to transfer ownership of your business, and when might be the best time to sell your business. Although asset sales are more common and preferred by buyers, if the tax advantage of a stock sale is drastic, it may pay to hold out for a buyer willing to accept a stock sale.

Now's the time to get your "house" in order. Over the next 24 months, give your business a fresh coat of paint and get it tidy. The previous success of a business is largely irrelevant at the time of sale, especially if it has been struggling lately. Buyers are interested in profits, not revenue. When it comes down to it the only number that matters is the profit a business generates, experienced business buyers want to see profit numbers, not revenue.

The buyer of your business will want to see financial statements from your business' history and an up to date set of financials during the current period. Your accountant will be the one you are working with to obtain these reports. Additionally, the financials may have to be "[recasted](#)" in order to provide the true value of your business.

Bottom line is speak to your accountant and lawyer, selling the business yourself will lead to a lot of questions and you or your business sale broker need to be prepared to answer them all.

ACTIONS TO TAKE:

1. CONTACT LAWYER OR HAVE FRONTIER HOSPITALITY ADVISORS DO SO.
2. CONTACT ACCOUNTANT OR HAVE FRONTIER HOSPITALITY ADVISORS DO SO.
3. SPEAK TO ACCOUNTANT TO DETERMINE POTENTIAL TAX IMPLICATIONS OF THE BUSINESS SALE. WHAT IS THE BEST METHOD OF SALE TO REDUCE YOUR TAX BURDEN?

COMMUNICATE YOUR DECISION:

There's more to this than meets the eye.

Effectively handling the release and timing of information to those affected by your decision is vital. You need to understand and manage the psychological aspects of what's a potentially sensitive situation.

Close family members and business partners or shareholders are likely to hear your decision first, and it is probably best communicated in person. Thereafter you need to think carefully because it's vital to a buyer that the business remains a going concern after the sale. The last thing you want is a mass exodus of staff if they sense their livelihoods are at stake. In terms of key employees, you need to decide who to take into your confidence early on, again communicated face-to-face.

Customers, other staff, suppliers, distributors and other parties affected will probably hear later. It's strongly recommended that you've got a plan on how, when, and where this communication will take place for each group.

ACTIONS TO TAKE:

1. IDENTIFY THOSE AFFECTED BY THE SALE, PRIORITIZE.
2. DRAW UP [COMMUNICATIONS PLAN](#).
3. ORGANIZE A SALES TEAM (OFTEN INCLUDES APPRAISER, FINANCIAL ADVISOR OR ACCOUNTANT, LAWYER), EACH MEMBER HAS AN IMPORTANT ROLE IN THE SALE OF THE BUSINESS AND ARE NECESSARY TO MAXIMIZE THE AMOUNT OF MONEY YOU END UP WITH IN YOUR POCKET.

End of Step 1

While all of the prep work can seem daunting, the more work you put into preparing and “packaging” your fishing & hunting lodge, camp or resort business, the faster and easier the sales process will be, and the more value you’ll get in return. Also, be patient, and realize not every sales process is flawless. On average, one of three deals falls through in the due-diligence portion of the process.

STEP 1: SUPPORT ARTICLES & TEMPLATES

Click to Follow Link:

[How to Transfer Your Fishing & Hunting Lodge, Camp or Resort Business to a Family Member](#)

[12 Ways to Exit Your Fishing & Hunting Lodge, Camp or Resort Business](#)

[Selling a Fishing & Hunting Lodge, Camp or Resort Business to Employees](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business to a Competitor](#)

[Selling a Fishing & Hunting Lodge, Camp or Resort Business: How to Communicate Your Decision](#)

[How to Sell a Fishing & Hunting Lodge, Camp or Resort Sole Proprietorship](#)

[How Long Does it Take to Sell a Fishing & Hunting Lodge, Camp or Resort Business](#)

[Is Your Fishing & Hunting Lodge, Camp or Resort Business Sellable?](#)

[How to Sell a Family Owned Fishing & Hunting Lodge, Camp or Resort Business](#)

[A Short Guide to Selling a Fishing & Hunting Lodge, Camp or Resort Business](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business in 7 Steps](#)

[Top 10 Reasons Why Fishing & Hunting Lodge, Camp & Resort Owners Decide to Sell](#)

[Why Are You Selling Your Fishing & Hunting Lodge, Camp or Resort Business?](#)

[Maintaining Confidentiality When Selling a Fishing & Hunting Lodge, Camp or Resort Business](#)

[How to Get the Timing Right For Your Fishing & Hunting Lodge, Camp or Resort Business Sale](#)

[Are You Ready To Sell Your Fishing & Hunting Lodge, Camp or Resort Business – Try the Checklist](#)

[Understanding the Emotional Side of Selling a Fishing & Hunting Lodge, Camp or Resort Business](#)

[Fishing & Hunting Lodge, Camp or Resort Business Succession Planning – It’s Never Too Late to Start](#)

[Revenue & Expense Analysis Excel Document](#)

[Communications Plan Template](#)

STEP 2: PREPARING FOR YOUR FISHING & HUNTING LODGE, CAMP OR RESORT SALE

This step is about taking action now that you've decided to move forward with your fishing & hunting lodge, camp or resort business sale.

You've completed all of the actions in Step 1 and are ready to start preparing to hit the market.

Step 2 is about setting up your schedule and getting started with preparing your business for sale.

DETERMINE YOUR BUSINESS' VALUE:

Determining the value of a fishing & hunting lodge, camp or resort is difficult for owners to do themselves because their value is in part determined by their business' income generation ability. It is possible to look online and locate similar properties for sale, but their net income is generally kept confidential. Your future personal plans may depend critically on achieving your target selling price and it is important to know if the sale price needed is realistic before hitting the market.

As part of our [Business Exit Solution](#) you will be provided with a detailed [Commercial Real Estate Appraisal](#) from an AACI Designated appraiser. The appraisal will not only help you set your asking price, but it will give you support during the negotiation process as it can serve as a sales package. With our appraisal report you will have a well defended asking price with quality market data supporting it. We are Fishing & Hunting Lodge, Camp & Resort industry specialists, we pride ourselves on having the highest quality data to assist us in our valuations.

ACTIONS TO TAKE:

1. ARRANGE A TIME FOR AN APPRAISER TO VISIT YOUR PROPERTY FOR A TOUR.
2. GATHER INFORMATION REQUESTED BY THE APPRAISER. USUALLY YOU'LL NEED TO PROVIDE THE PAST 3 YEARS INCOME & EXPENSES AND A LIST OF MAJOR CHATTELS THAT WILL BE INCLUDED IN THE SALE.
3. DISCUSS THE APPRAISAL PROCESS WITH THE APPRAISER AND ASK ANY QUESTIONS YOU MIGHT HAVE.

PREPARE A SALES MEMORANDUM:

It is important to be able to answer the buyer's questions about your business. When it comes to communicating information about your business to a potential buyer, the [Sales Memorandum](#) is a key document.

Investment of time in research, analysis and professional presentation of key information in the Sales Memorandum can pay dividends in terms of realizing a good price for your business. It also sets out the Asking Price and the terms and conditions on which you're prepared to sell the business.

Key sections of the Selling Memorandum present summaries of the external trading environment to highlight key facts and trends, along with overviews of your business model, main activities and financial performance. It can also reassure potential buyers that you're in control of the business and that you've made contingency plans to deal with any emerging issues.

Ensure that your sale proposition is portrayed in a way that it attracts attention from the most appropriate potential buyers.

ACTIONS TO TAKE:

1. COMPLETE THE [SALES MEMORANDUM FORM](#). REVIEW THE COMMERCIAL REAL ESTATE APPRAISAL FOR KEY INFORMATION. BEFORE FINALIZING THE SALES MEMORANDUM, RUN IT BY A LAWYER FOR LEGAL COMMENT.

ASSESS THE NEED FOR CHANGES:

Maximizing a business' value in a period of slow or declining sales is a difficult task. There are, however, several ways to improve your company's worth in the eyes of financial institutions and potential buyers when increasing revenue is not an option.

Assess your Fishing & Hunting Lodge, Camp or Resort business' need for changes in order to maximize value. The below best practice review actions are just a few of the options company leaders can implement right now to help improve company value without increasing top-line sales.

Re-evaluate your supply chain - Analyzing supply chain purchases is a great way to save on costs. Review total purchases in each area of your business and eliminate/replace the more expensive vendors. While key suppliers are often a lifeline, it is important to also put back-up suppliers in place as a way to keep everyone honest and more competitive.

Do an IT system checkup - An IT review and tune-up is a key success factor that should be performed at least once a year in order to map company needs to available best-in-class solutions. By having a more comprehensive information technology program, you can reduce other indirect costs as well, such as CPA/audits, tax preparation, financing and inventory carrying costs, while increasing the value of your business to potential buyers and investors down the line.

Review marketing and advertising ROI - Few executives actually know how much they can afford to spend in order to win a sale because it is a complicated mix of variables. You need to examine your advertising return on investment (ROI) and determine where you can get the biggest bang for your buck. It is also important to put in place accurate and reliable ways to best measure advertising and marketing ROI.

Reduce your inventory - The simplest fix here is to look for ways to reduce your inventory. Perhaps you could implement a Just in Time (JIT) inventory system that enables you to order and receive goods only as needed.

Control Spending - While controlling spending seems like a no-brainer, many fishing & hunting lodge, camp & resort businesses struggle with setting up ways to control spending on an ongoing basis. On a bi-annual basis, seek ways to reduce overhead or negotiate better terms and rates for every outgoing expense.

- Create a list of every outgoing payment made for the preceding 6 months (note: review your credit card statements too).
- Evaluate if you really need the subscription based services that you're paying for and determine if less expensive alternatives exist.
- Can you get extended payment terms or discounts for items you purchase regularly?

ACTIONS TO TAKE:

1. RE-EVALUATE SUPPLY CHAIN
2. DO IT SYSTEM CHECKUP
3. REVIEW MARKETING AND ADVERTISING ROI
4. REDUCE INVENTORY
5. CREATE A LIST OF EVERY OUTGOING PAYMENT MADE FOR THE PRECEDING 6 MONTHS (NOTE: REVIEW YOUR CREDIT CARD STATEMENTS TOO).
6. CROSS EXAMINE YOUR BUSINESS' EXPENSES FROM THE PAST 3 YEARS AND COMPARE WITH INDUSTRY NORMS USING OUR [REVENUE & EXPENSE ANALYSIS EXCEL DOCUMENT](#)

End of Step 2

Step 2 involves best practices for setting & supporting your asking price, presenting the details of your Fishing & Hunting Lodge, Camp or Resort business in a sales memorandum, and making short term changes to your business to increase its appeal.

The Fishing & Hunting Lodge, Camp & Resort businesses that are proactive about taking steps to review their situation and improve their processes in the face of sales shortfalls will be better positioned to maximize any advantage the market provides in the year ahead. They will also be more prepared to show potential buyers an increasing bottom line when sales alone don't do the trick.

STEP 2: SUPPORT ARTICLES & TEMPLATES

Click to Follow Link:

[How to Prepare a Fishing & Hunting Lodge, Camp or Resort Selling Memorandum](#)

[Selling a Fishing & Hunting Lodge, Camp or Resort Business With Debt](#)

[How to Sell a Fishing & Hunting Lodge, Camp or Resort Business Fast](#)

[Preparing Your Fishing & Hunting Lodge, Camp or Resort For Sale](#)

[Fishing & Hunting Lodge, Camp & Resort Risk Management Guide](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business During Divorce](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business Step by Step – Scheduling the Tasks](#)

[Preparing For Sale: Assessing the Need for Short Term Changes](#)

[Review Your Fishing & Hunting Lodge, Camp or Resort Business Before Sale, Prepare the Sales Memorandum](#)

[13 Things To Do Before Selling Your Fishing & Hunting Lodge, Camp or Resort Business](#)

[FSBO: Selling a Fishing & Hunting Lodge, Camp or Resort Business With or Without a Business Broker](#)

[Cashing Out: Tips for Valuing and Preparing Your Fishing & Hunting Lodge, Camp or Resort For Sale](#)

[Sales Memorandum Template](#)

[Complete Due Diligence Checklist](#)

STEP 3: GOING TO MARKET WITH YOUR FISHING & HUNTING LODGE, CAMP OR RESORT

Frontier Hospitality Advisors provide you with an efficient route to market by advertising on our [Fishing & Hunting Lodges, Camps & Resorts For Sale Marketing Platform](#). Our niche website attracts thousands of investors every month looking specifically for Fishing & Hunting Lodge, Camp & Resort business' for sale.

On other websites and overcrowded online marketplaces your listing is mixed in with hundreds, maybe even thousands, of other unrelated listings. These sites may get alot of eyes on your listing, but they will not be your target market.

LAUNCH YOUR LISTING PAGE:

This is a really straightforward process because your listing page is based on a number of the key sections in your Sale Memorandum and we will create it for you. We only include select sections from your Sale Memorandum directly on your Listing Page. We are very careful not to include commercially sensitive information.

Besides being an informational resource for fishing & hunting lodge business owners, our niche website has been search engine optimized to attract site visitors searching specifically for fishing & hunting lodges, camps & resorts for sale.

Every month our site's traffic increases with more prospective buyers, helping our clients exit their businesses even faster. When potential buyers click on your listing, they're taken straight to the Landing Page where your contact information will be. All communication will be directly with you. If you receive a question from an interested buyer that you are not sure about, you may use us any time as your resource.

ACTIONS TO TAKE:

- 1. REVIEW YOUR DRAFT FOR SALE LISTING ON FRONTIER HOSPITALITY ADVISORS WEBSITE**
- 2. SET A BUDGET FOR ADDITIONAL ADVERTISING OF YOUR LISTING ON OTHER WEBSITES**

COMMUNICATE WITH PROSPECTIVE BUYERS:

There are basically four types of business exits for Fishing & Hunting Lodge, Camp & Resort owners: selling to management or employees, selling to a third party, transitioning the business to family or closing things down.

It's important to consider in advance how you'll follow-up the leads received from your for sale listings, and what information you'll provide. The best approach is to specify in your Landing Page how you expect buyers to communicate with you. For an initial communication, this is likely to be either by email or telephone. It's best to respond to all inquiries within 24 hours.

When you contact an interested buyer, advise him or her that you're the owner of the business they inquired about. As information is exchanged with prospective buyers in these early encounters you'll be looking to establish the seriousness of their intent. Be prepared for some disappointment as nine out of ten people who respond to sale ads will never make a purchase.

Making a list of what qualifications and capabilities are essential will help you quickly screen out the "tire kickers", items like the following can help:

- What business experience, professional certifications, etc., are absolutely necessary?
- How much cash do you think you'll require on closing day?
- If you'll be offering a seller-financed loan, what type and level of solid collateral will you require as security?
- What timeframe must the buyer be prepared to act within?

Confirm and deepen your impression about the buyer's qualifications and capabilities. Establish rapport through a conversation that provides and obtains information in an answer-to-answer trade off. Qualified, serious buyers will be prepared to answer questions, though often they'll feel comfortable releasing information only after signing mutual non-disclosure or confidentiality agreements.

If a prospective buyer appears somewhat qualified and capable to buy your business but you have reservations, hold off or get more information before sharing additional facts.

- **If have questions about the buyer's financial capability** - require information about how the buyer will finance a purchase before revealing any additional information. "Thank you for your interest in my business and sale offering. I look forward to providing more information. First, would you please reply with information about the size of business you're looking to acquire, your cash investment plans, and your ability to back a loan, if one is necessary, with collateral security?"

If you believe the buyer is an able and likely buyer, email them your sales memorandum. If you're not using a broker, it's your job to be sure you are only sharing this information with serious buyers.

ACTIONS TO TAKE:

1. MAKE A LIST OF WHAT QUALIFICATIONS AND CAPABILITIES ARE ESSENTIAL FOR A POTENTIAL BUYER, THIS WILL HELP YOU QUICKLY SCREEN OUT THE "TIRE KICKERS".
2. FOLLOW UP ON ALL LEADS WITHIN 24 HOURS.
3. GET SIGNED [NDA](#) BEFORE SENDING OUT [SALES MEMORANDUM](#).
4. INDIVIDUALLY NUMBER EACH SALES MEMORANDUM BEFORE SENDING OUT.

PREPARE YOUR SHORTLIST:

During a Fishing & Hunting Lodge, Camp or Resort business sale you may receive many responses from interested parties that are not the right buyers from your point of view. Your business' guests can become like family and you want to ensure that they will be well taken care of by the next owner. Also, talking to too many unworthy buyers may delay or even stall the sale and your time is precious so don't waste it.

The method of selecting the right buyers for your business is called pre-qualification. Business brokers generally do this job of short-listing potential buyers, but if you are planning to do it yourself, you must have your pre-qualification plan prepared. Don't be surprised to find that 90% of interested parties won't have the purchasing power to buy your business.

You need to recognize the significance of choosing the right buyers to buy your business. The right buyers should have the following qualities:

- You have verified that they can afford to purchase your business
- You believe that they want and need your business ie. they realize its value
- You believe they won't waste your time
- You believe they won't disclose sensitive data to others

Maintain confidentiality throughout - If you are dealing with too many buyers, it's difficult to maintain confidentiality and your sensitive business information may be visible to more people than you may feel at ease with. Consequently, by not satisfactorily screening out inappropriate buyers, you risk exposing your business' inner workings that may possibly have a harmful consequence on the potential financial performance of the business.

ACTIONS TO TAKE:

1. DECIDE CRITERIA TO USE WHEN ASSESSING PROSPECTIVE BUYERS.
2. DEVELOP SHORTLIST OF SERIOUS POTENTIAL BUYERS.

SCHEDULE A MEETING:

The meeting with a prospective buyer is extremely important. It's your chance to put the prospect at ease and show off the business in its best light. For Fishing & Hunting Lodge, Camp & Resort businesses it is best, if possible, to hold the meeting near the end of your peak season while the weather is still ideal. It gives the prospect a better feel for your operation.

The ideal meeting will go something like this:

- After the initial chitchat, give the prospective buyer a brief history of your business and a succinct description of your current operation. Don't over complicate your business. Simplify it. You don't want to scare off the prospect by making him or her doubt that they would be capable of running your business. Enthusiasm is important. Point out how much fun you've had running the business.
- As the introductions and initial discussion winds down, offer the prospect a tour of your fishing & hunting lodge, camp or resort. Give this tour some thought beforehand, you want to address the important points of the facility during the walk-thru.
- Don't hide any problems. If there are any problems with the business, get them out up front. If you bring up a problem in the beginning and discuss it openly, the importance of that problem is minimized in the prospect's mind, compared to having it pop up unexpectedly later in the process. Many transactions have fallen apart when such problems were not disclosed and are later discovered by the prospect.
- As the meeting ends, close with something like this, "Well thanks for coming out and taking a look. You'll probably have some additional questions, so don't hesitate to get in touch with me, I know this will be a big decision for you and we have nothing to hide, so just let me know what I can do to assist you with the process."

ACTIONS TO TAKE

1. **PREDETERMINE LIST OF POTENTIAL MEETING TIMES.**
2. **SCHEDULE MEETINGS WITH SHORTLISTED PROSPECTS.**
3. **PLAN WALK-THROUGH TOUR OF THE FACILITY, MAKE NOTE OF IMPORTANT ITEMS TO POINT OUT/DISCUSS BOTH POSITIVE AND NEGATIVE.**

End of Step 3

A business sale can be an exhausting, emotional process. You can relieve some of the stress of the process by being prepared and having a plan to screen and shortlist potential buyers.

STEP 3:

Click to Follow Link:

[Where to Sell a Fishing & Hunting Lodge, Camp or Resort Business](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business Without a Broker](#)

[How to Advertise Your Fishing & Hunting Lodge, Camp or Resort Business For Sale](#)

[Selling a Non-profitable Fishing & Hunting Lodge, Camp or Resort Business](#)

[Managing Your Fishing & Hunting Lodge, Camp or Resort Business Sale: How to Qualify Prospective Buyers](#)

[How Attractive is Your Fishing & Hunting Lodge, Camp or Resort Business For a Buyer?](#)

[Marketing Your Fishing & Hunting Lodge, Camp or Resort Business For Sale](#)

[Responding to, and Communicating with Prospective Buyers](#)

[Managing Your Time – Assessing Potential Buyers in Advance](#)

[How to Make Your Fishing & Hunting Lodge, Camp or Resort Business Sale Listing Stand Out](#)

[Selling a Fishing & Hunting Lodge, Camp or Resort Business – Prevent Making Mistakes](#)

[Non-Disclosure Agreement Template](#)

STEP 4: CLOSING THE DEAL

Give yourself the best chance at the negotiating table using these key tips and pointers in the final step of the sale process.

You will need to have your negotiating hat on, and be confident that all of your diligent preparation in reaching this stage will make your business worth the price you're asking.

By this point you should have had some form of a professional valuation done on your business that was prepared by a specialist in your industry. The data you have within that report should give you solid support when negotiating.

PREPARE DRAFTS OF LEGAL PAPERS:

At this stage you will want to have prepared the draft legal documents, particularly the [Letter of Intent](#) which should be signed before [Due Diligence](#) plus the subsequent [Business Sale Agreement](#).

The Business Sale Agreement is the most important document for sale closure. The initial signature, following checks during Due Diligence, confirms the buyer's acceptance of the facts as previously presented, particularly in the [Sales Memorandum](#).

While it is certainly wise for a seller to include a "Being Sold As Is" provision in the business sale agreement, that provision will not generally protect the seller against a concealment of material facts or a negligent or intentional misrepresentation. In fact, the seller's failure to disclose known conditions in the face of known defects, legal non-compliance or potential impediments to the buyer's intended use of or anticipated income from the property may create a material risk of seller liability which will not necessarily be limited contractual provisions limiting the seller's potential liability. This risk may exist even if the buyer was negligent in their failure to discover such concerns.

From the seller's prospective, there needs to be a defined inventory of items to be conveyed, that references the condition of such items and an "AS IS WITHOUT REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED" provision in both the contract and [bill of sale](#).

A Grant Deed by definition includes unstated but implied representations and warranties. The Seller would prefer a [Quit Claim Deed](#), which by definition includes no representation or warranty. A negotiated Special Warranty Deed (which defines expressly what representations are being made by the seller to the buyer as to the title conveyed) may be negotiated.

The seller needs to review service contracts, management contracts, leases, loan documents, advance contracts with guests, receivable collection, franchise agreements, tax abatement agreement etc. to determine whether such contracts include cancellation provisions or are assignable (if the buyer will assume same) must be done before contracting with a potential buyer.

You will also probably have to sign a Non-Compete Agreement that prevents you from setting up a new rival to the sold business for an agreed period of time.

It is important to recognize that your signature on the legal documents ties you to the facts as presented therein, even after the handover of fishing & hunting lodge, camp or resort business is complete. If something subsequently goes wrong, and it's proven by the new owner that you had prior knowledge of the issue, or key facts were distorted, there's likely to be legal redress against you.

The previously signed [Non-Disclosure Agreement \(NDA\)](#) must also be diligently honored by you until the document's expiry date.

ACTIONS TO TAKE:

1. SCHEDULE MEETING WITH LAWYER TO START DRAFTING LEGAL DOCUMENTS.

NEGOTIATE WITH PROSPECTIVE BUYERS:

There's likely to be a jockeying for position, with prospective buyers seeking to learn as much detail as they can about your business. You, by contrast, will want to withhold commercially sensitive information until they've made a commitment to move forward with the sale in principle, by signing a [Letter of Intent](#) to trigger the Due Diligence process.

Before you send a copy of the [Sale Memorandum](#) to a prospective buyer, make sure they first return a signed copy of a [Non-Disclosure Agreement \(NDA\)](#). Assigning a unique number to each Sales Memorandum copy, printed in the footer of every page, will help demonstrate that you take the issue of confidentiality seriously.

Most business sales are complicated transactions, and they require the help of a CPA/tax adviser/attorney for both parties.

To help you sort out the general flow of the process, here are some possible questions in which you will need to come to terms:

DECIDE ON CONTINGENCIES:

Contingencies are those conditions which must occur before the sale is complete. Contingencies might include:

- Favorable review of your business financial records
- Receipt of [escrow](#) or earnest money deposit by buyer
- Qualification of buyer by lender
- Acceptable bank financing for buyer

CONSIDER COVENANTS (PROMISES):

Covenants are promises (sometimes called restrictive covenants) made by the parties to each other. In a typical business sale, these covenants might include:

A covenant not to compete with the new owner or the current owner will make a "business as usual" promise, in which the owner promises to keep running the business "as usual," not making any new, unusual agreements, maintaining the same business hours and inventory levels, and continuing to provide the same level of customer service.

REVIEW REPRESENTATIONS AND WARRANTIES

Warranties are promises made by the parties to each other. In a Fishing & Hunting Lodge, Camp or Resort business sale, these warranties might include:

- The financial records of the business are true and complete
- Inventory of goods and products is correct
- The seller has full authority to sell the assets and is not in default on any contracts
- All taxes have been paid, all liabilities are current, and there are no liens against any assets that have not been disclosed.
- All permits, licenses, and certifications are current and valid

DISCUSS TRANSITION ISSUES

Other discussions between buyer and seller may include transition issues, such as:

- In-progress inventory.
- Dealing with 'hidden' liabilities that might show up after the sale has closed.
- Contact with guests - how and when that will be handled, and by whom.
- Current employees - will they stay or go?
- Contracts with credit card vendors, other vendors, and how/when to notify these people.

When you find a buyer that is ready to purchase your business, there are 2 initial steps that must be taken before the [purchase agreement](#) is signed. The buyer can legally back out of the general agreement that you have with them until they actually sign the purchase agreement. These first few steps will protect both you and the buyer in various ways.

The first initial step is to form a [Letter of Intent](#). This is a legal document that summarizes all the conditions and terms of the transaction, such as the purchase price, due diligence terms, deposit amount, and so on. Some buyers will create their own Letter of Intent and then submit it to you for approval. If you need to make edits, then you would form your own Letter of Intent (also known as Term Sheet, Proposal to Buy a Business, Purchase Offer) with the edits and have the buyer sign off on it.

A Letter of Intent is usually a nonbinding agreement and does not guarantee that any sale will take place. Instead, it guarantees that the seller will not advertise their business for sale while active negotiations are being conducted with the buyer. To make sure that you're dealing with a serious buyer, they will be required to pay a deposit to you during these negotiations. This helps ward off any "tire kickers" who don't have any money to spend on a business. But if negotiations don't amount to a purchase agreement, then you would refund the deposit back to the buyer.

After the Letter of Intent is signed by you and the buyer, they can now use this legal document to show to lenders for the purpose of securing a loan to purchase the business. They may also take the letter to their accountant or lawyer and have them decide what terms should go in the purchase agreement if they decide to purchase your business. Overall, the Letter of Intent is more for the buyer's benefit than for your own.

The only thing you must worry about during these negotiations is keeping the sensitive information about your business confidential. Since the buyer will be doing their due diligence and looking into your company's financial and customer information, you don't want them walking away from the deal and then using this information for their own personal gain. That is why a Letter of Intent should have a confidentiality agreement which prevents the buyer from using your information or revealing it to another source if the sale does not occur. This is the best protection you can give yourself as a seller while you're trying to secure a purchase agreement with a buyer.

ACTIONS TO TAKE:

1. SCHEDULE MEETING WITH CPA/TAX ADVISER/ATTORNEY TO DISCUSS BUSINESS SALE ITEMS.
2. DECIDE MINIMUM ACCEPTABLE CASH DOWN-PAYMENT AND TERMS OF BUSINESS SALE.
3. MAKE LIST OF MOST IMPORTANT [CONTINGENCIES](#) TO YOU.
4. DECIDE ON MOST IMPORTANT [COVENANTS](#) TO YOU.
5. REVIEW [REPRESENTATIONS AND WARRANTIES](#).
6. HAVE LETTER OF INTENT SIGNED

GO THROUGH DUE DILIGENCE:

It pays to have been truthful with the prospective buyers throughout the process because there are likely to be consequences at this stage of the sale process if you have not been. [Due Diligence](#) is the buyer's way of checking the facts. Any significant discrepancies found will impact badly on your credibility, and could sink the deal entirely, putting you back to square one.

In business transactions, both the seller and buyer will usually have opposing due diligence concerns. The buyer typically wants full disclosure and broad representations and warranties from the seller, while the seller wants to limit its risks, convey the property "as is" and make only limited representations or warranties that expire at or a short time after closing. The overall aim for both parties is to best manage risk while maximizing profits.

FISHING & HUNTING LODGE, CAMP & RESORT BUSINESS - SELLER DUE DILIGENCE CONSIDERATIONS:

The seller typically has two major concerns in a fishing & hunting lodge, camp or resort sale transaction. First, the seller does not want to tie up its property and miss other potential sale opportunities with a buyer who does not have a likelihood of timely closing escrow. The Seller is also focused on avoiding liability after closing the sale.

A seller can often become so focused on the terms of the potential sale that they lose focus on the buyer's representation, financial position, business experience and track record. The seller should consider conducting a reasonable level of due diligence through search engines, public record searches and perhaps conducting a search through a professional company can be done quickly and a limited cost. The seller should also include reference to such an analysis in the Letter of Intent and require the buyer to provide documentation and information to the seller to use in such an analysis before proceeding to contract.

Many sellers choose not to perform due diligence at this stage because they don't see the value, or because they think it could uncover issues that will drop the price of the asset. However, finding out and disclosing as much information about an asset to potential buyers up front will help prevent missed deals due to issues discovered by buyers at the 11th hour.

FISHING & HUNTING LODGE, CAMP OR RESORT BUSINESS - BUYER DUE DILIGENCE CONSIDERATIONS:

The buyer's due diligence concerns when entering into a sales contract for the purchase of a Fishing & Hunting Lodge, Camp or Resort business in some respects parallel those of the seller but in many instances are far broader, because the impact of liability risk and capital costs intensifies once a property is on a buyer's books.

Timing

Generally, the buyer wants as broad a due diligence period as possible, or the option to extend the due diligence period for a set period of time either without or with a payment to the seller or an additional deposit in escrow. The buyer needs the flexibility and sufficient time to investigate these concerns as they may arise.

Environmental Concerns

An environmental site assessment is an important step during due diligence. If environmental issues are encountered during the due diligence stage, such as mold, asbestos or other environmental hygiene concerns, there are a number of approaches to protect the buyer against liabilities and allow for the completion of the deal. Besides remediation, this may include indemnity, insurance or remedial cost estimates.

Title Concerns

Within the time period required under your contract, you will either provide the buyer or the buyer will obtain themselves, a title commitment. The title commitment is the title insurance company's commitment to insure the buyer's ownership interest in the property provided certain requirements are met.

The buyer needs to review the Title Commitment (or Preliminary Title Report) and available land surveys (or commission its own survey) and all documents related to any exceptions to coverage.

Existing Contracts

The buyer will need to review the business' existing contracts. These might include such things as service contracts, leases, loan documents, advance reservations with guests, franchise agreements, tax abatement agreements, management agreements, employment contracts, warranty agreements etc. The buyer needs to review these contracts in detail to determine (a) which of the contracts are assumable or may be terminated (b) if assumption of a contract is contemplated, the credibility and performance of the service provider (c) which contracts include favorable terms and (d) if the buyer desires to assume any of the existing contracts what requirements must be met to effectuate the assumption.

Structural Concerns

In order to prevent or quantify significant expenses that would be needed to bring a property up to code after the sale closing, a buyer will carefully consider the fishing & hunting lodge, camp or resort property's structural resilience prior to purchase and will likely bring in an expert to determine this.

The Current State of the Industry and Economy

Fishing & Hunting Lodge, Camp & Resort industries are fast and ever-changing environments that are affected by the state of the overall economy. The buyer needs to consider potential changes in the government and economic environment that could dramatically change the future revenue projections. Feasibility must be included as one of the Due Diligence concerns in the Purchase and Sale Agreements and must be seriously considered.

ACTIONS TO TAKE:

1. CONDUCT A REASONABLE LEVEL OF DUE DILIGENCE ON THE PROSPECTIVE BUYER THROUGH SEARCH ENGINES, PUBLIC RECORD SEARCHES AND PERHAPS CONDUCTING A SEARCH THROUGH A PROFESSIONAL COMPANY.
2. MAKE LIST OF AND GATHER COPIES OF ALL EXISTING BUSINESS CONTRACTS.

CLOSE THE DEAL:

When you go to sell your business, there is a certain legal process that must be followed. There are a few legal steps to closing the sale of your business that ensure it will be a successful transaction for both parties.

Below are the **4 legal steps** that you need to concern yourself with when you're ready to close the sale of your business.

1) PURCHASE AGREEMENT

By now, a [Letter of Intent](#) has been signed and your buyer has performed their due diligence on your business. If they are still interested in proceeding with the purchase of your company, then you need to create a [purchase agreement](#) to officially start the transaction. Unlike the Letter of Intent, the purchase agreement is a binding contract that will obligate the buyer to purchase your property for the price and terms agreed upon in the document.

At this point, you should have an attorney create this [purchase agreement](#) for you. To protect yourself the most, do not include any guarantees in the agreement. You need to outline the liabilities that the buyer will be undertaking and how you as the seller will not be held responsible for them after the sale. Since the buyer has done their own due diligence, they should not have a problem agreeing to these terms if they are satisfied with the outcome of their investigation. In some cases, if the buyer's investigation found disputes or problems with the business, their attorney may want to include a provision in the agreement where you agree to settle these issues prior to the sale. Your agreement should have a provision which outlines the expenses that you are willing to pay for the buyer.

2) BUYER'S METHOD OF PAYMENT

The buyer's method of payment is something you need to find out right away. If you are fortunate enough to find a cash buyer for your business, then it will be a very smooth transaction.

However, most of the time, buyers will either try to obtain financing from a bank or they will ask you to give them a [seller financing deal](#). This is where you agree to accept monthly payments from them in exchange for letting them own the business. Unless you are really desperate to sell or you're confident that the buyer will follow through with the deal, it is best to avoid seller financing. Otherwise, if your buyer defaults, then you must go through a legal procedure to reclaim ownership of your business. By that time, the buyer could have ran your business into the ground. It is best to consult with your attorney about which type of payment is best to accept from the buyer.

3) PAY ATTENTION TO LOCAL AND PROVINCIAL/STATE LAWS

Ensure you are working with an experienced business or real estate lawyer because there are specific laws in every state which regulate the sale of a business and real estate within its jurisdiction. Your lawyer should be ensuring you are complying with them all. These laws outline which actions the buyer and seller must take prior to the closing of the sale. It is important that you understand what these rules are because if they are broken, you could face a fine or a halt in the sale of the hotel or leisure business.

If you're selling a company with shareholders, they may have certain rights under your province or state's laws. In most provinces and states, you can only sell a corporation if you get approval from its board of directors. Sometimes the corporate charter of your company may require this too, even if you live in a province or state without this legal requirement.

If you are only selling business assets and not the stock of your corporation, then your major shareholders will have to vote on approving the sale first. As for the minority shareholders, after they are informed that your company is going to be sold, they are allowed to find out the company's value through an [appraisal](#). Based on these results, they can cash out their shares on the closing day when the company is finally sold.

As far as the buyer is concerned, they may want to perform a lien search on the real estate property or other assets of your business. Even though you might have already told them there are no liens, they'll still want to make sure themselves. This means the buyer or their lawyer will be searching the public court and/or clerk records for the province, state and/or county. If everything checks out on their end, you will be deeding and/or recording documents to transfer these real estate properties and/or assets in the buyer's name.

However, if the real estate and assets are in the company's name, you don't have to transfer them to anyone. After all, the buyer is taking over ownership of the company so whatever assets are in the company's name will become the buyer's assets anyway.

There are certain provinces and states that require you to prove to your buyer that there are no sales taxes due by your customers. If you live in one of these provinces or states, you need to go to your local taxing authorities and have them give you a tax certificate as proof of having no taxes owed to them. If there are taxes currently owed, a portion of the purchase price will have to go toward paying those taxes off before the business can be transferred to the buyer. This can all take place on or before the closing day.

Don't forget that the actual sale of the business will likely be subjected to sales and/or transfer taxes too. Some provinces and states charge these taxes for selling the business, its assets, and/or the securities of the company like stocks. There are provinces and states which require you to notify your company's creditors in the event that you sell a majority of its assets, such as inventory and supplies. This must be done within 10 days of the closing day. If you fail to notify your creditors within that timeframe, they will legally be able to claim these assets from your buyer after they've taken ownership of them. As a result, your buyer will come back and sue you for what they lost. However, it rarely comes to this because the lien search that the buyer conducts prior to the sale will usually discover any liens or debts still owed on these assets.

To save yourself the trouble and inconvenience of having this happen after the sale, just give your buyer a list of all the liens and creditors associated with the company and its assets. The information should include the amount of the liens, the address of the creditors who hold the liens, and the names of the creditors. This will save a lot of hassle down the road and it will ensure that you are doing honest business with your buyer.

4) TRANSFER OWNERSHIP

When all the agreements, due diligence, and financing are over with and you've complied with all state and provincial laws, the last step is closing the deal and transferring ownership of the business to the buyer. This will involve signing a plethora of legal contracts which grant the buyer ownership of various aspects of the business. If you've followed all the steps listed above, then you should have no problems from this point forward.

Final sign-off will depend on a successful transition phase that ensures business as usual. Long-time repeat guests will need to be carefully managed. Whether you can immediately "ride off into the sunset" will depend on the final deal that's struck. It's not uncommon for owners to be asked to stay on in some capacity for an agreed period of time before final payment is received.

ACTIONS TO TAKE:

1. HAVE LAWYER CREATE [PURCHASE AGREEMENT](#).
2. EDUCATE YOURSELF ON SELLER FINANCING & DETERMINE WHETHER OR NOT YOU WILL OFFER IT.
3. GET APPROVAL FROM BOARD OF DIRECTORS OR MAJOR SHAREHOLDERS TO SELL THE BUSINESS.
4. GIVE THE BUYER A LIST OF ALL THE LIENS AND CREDITORS ASSOCIATED WITH THE COMPANY AND ITS ASSETS.
5. MEET WITH A TAX ADVISER TO MANAGE THE TAX EXPENSE FOR THE PROCEEDS FROM THE BUSINESS SALE.

End of Step 4

We have provided you with the road map to help with the process of selling your Fishing & Hunting Lodge, Camp or Resort. The actual plan and process is going to differ from business to business.

The planning process started with assessing where you are, deciding where you want to go, your desired timeframe, and what your income needs are going to be.

Once your destination was clear, the next step was determining how to get there. Developing a business exit plan does not happen quickly or without a lot of effort so congratulations on reaching this point.

It's about choosing the timing, organizing the plan and getting it all ready so that you have a successful exit from your business, rather than one that is not intended or not exactly as you'd want it to be.

STEP 4:

Click to Follow Link:

[The 6 Legal Steps to Closing the Sale of Your Fishing & Hunting Lodge, Camp or Resort Business](#)

[Structuring and Financing the Deal](#)

[Selling Your Fishing & Hunting Lodge, Camp or Resort Business with Seller Financing](#)

[How to Sell a Fishing & Hunting Lodge, Camp or Resort Using Installment Sales](#)

[What Information is Required For Due Diligence](#)

[Letter of Intent to Buy a Fishing & Hunting Lodge, Camp or Resort Business Explained](#)

[10 Top Tips When Negotiating Your Fishing & Hunting Lodge, Camp or Resort Business Sale](#)

[Prepare Draft of Legal Papers](#)

[Closing the Deal: How to Avoid the Pitfalls](#)

[Telling Employees That You're Selling Your Fishing & Hunting Lodge, Camp or Resort Business](#)

[Why Professional Advice is Important When Selling a Fishing & Hunting Lodge, Camp or Resort](#)

[Letter of Intent Template to Purchase a Business](#)

[Business Sale Agreement](#)

[Bill of Sale Template](#)



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