

## **LEGAL DISCLOSURES, RETURN POLICY, AND OUR GUARANTEES**

### **The Contract For the Sale and Purchase of Real Estate:**

This agreement simply outlines the terms and conditions of sale that you as buyer and myself as seller mutually agree upon. The main highlights of this contract are the purchase price, financing terms, receipt of your down payment, and our guarantee in writing. Without this agreement, there could be some misunderstanding of the terms we both agreed upon and we certainly know that the key to any good relationship is excellent communication without ambiguity.

### **The Promissory Note:**

Basically, you promise to pay each month on time the specified monthly payment. There are no pre-payment penalties. We have a monthly payment as a floor, but to save lots of money on interest we recommend paying as much as you can afford, even \$30 more each month makes a big difference towards paying down your note as fast as possible and saving money on the interest expense. If you don't pay on time we are going to charge you.

If you continue to not pay on time we are going to threaten you and charge you even more money. Don't make any payments and we will send a docusign document or a certified letter giving you 30 days to make payment before we terminate the contract and re-sell your land. Nevertheless, if you call us or e-mail us and let us know what is going on we certainly can try to help you out. If you just stop paying we will not be friendly and may constantly send you spam e-mail in the future just to be annoying.

### **Payments:**

Payments are due on the date noted later in this document and we will email you an invoice for the payment. The invoice will include a link so you can pay with a credit card.

If you are late making payments, we are going to charge extra fees. If you sell your property you still have to pay us the balance due.

We will bill you for your taxes on the property monthly automatically and we will raise it if the county raises the taxes (or other fees).

### **The Land Contract:**

If you don't make your payments we will give you 30 days notice and then have the right to take back the property without going to court.

Don't dump environmentally hazardous waste on the property.

In summary, all of these documents say the same thing. Make your minimum monthly payments on time each month. Failure to do so leads to ugly legal stuff, which will affect your credit rating. If you don't want your property anymore call me and we can work something out. I'd rather work with you than have to send nasty certified letters demanding payment in full.

## **SPECIAL NOTICE REGARDING OUR 90 Day Money Back Guarantee & Construction Policy**

### **Guarantee# 1: Our 90 Day Money Back Guarantee Policy**

You may cancel your purchase at any time. Any cancellations made before 90 days, have principal and interest refundable, but not pro-rated property taxes/homeowner's dues/document fees/ or other fees collected. Any cancellations made after 90 days of service will not qualify for a refund, but you can apply the principal and interest paid to another property now or in the future. A new document fee will be required for each new purchase. Please contact us at [Contact@familyfreedomlands.com](mailto:Contact@familyfreedomlands.com) with any questions.

### **Guarantee# 2: A Lifetime Credit Guarantee**

So, let's say that you are passed the 90 days and life happens..... what now????

Maybe you've made 6 months worth of payments or even a year or two of payments. While we don't refund your money, what we do have is a lifetime credit guarantee.

So, let's say that you willingly default on our contract--- you've given the property back to me because the monthly payments aren't working for you for whatever reasons.

Basically it's this---- any cancellations made after 90 days of service will not qualify for a refund, but you can apply the principal ONLY (not interest) paid to another property now or in the future.

That's why buying from us is no risk to you!

### **Guarantee# 3: Swapping Policy Guarantee**

Our final guarantee is that we want you to be happy with your property!

If for some reason, you aren't happy with your property and you want to swap to another one....

We will allow you a ONE TIME swap to a property of your choice. We'll tear up the old contract but we promise we won't do any of the following...

NO additional document fees

NO pre-payment penalties.

NO funny business!

You can swap and have a credit to the principal of another property from the principal payments (NOT interest) that you have made so far.

If the property has a higher price and a higher monthly payment, let's chat about it and see what we can work out that's a good fit for your budget.

I'm a reasonable guy and I want to help you.

=-)

### **Our Construction Policy**

If allowed by state/ county/ HOA rules, you are welcome to start using your land at any time for recreation and fun!

However, if you are looking to build on the property, please be aware of the following:

- 1) You must get past the initial 180-day (6 month) payment period before starting construction/living on the land OR making a higher initial downpayment—min of six months of payments plus the \$249 document fee
- 2) Contact Dave Denniston if you are planning on getting started by at least a month ahead of time and send me all of your plans. I must approve in writing any construction that you do.
- 3) You will contact the county (and HOA if applicable) and get all of the necessary paperwork and procedures. You will be responsible for the costs of any permits/ applications, etc and you may have to pay them to me if the county requires it. I will then promptly pay on your behalf.
- 4) You are responsible for having all of the necessary permit/ construction paperwork completed in full.
- 5) You will be responsible for any fines or other items related to construction that breaks county or HOA code. We reserve the right to charge your credit/debit card for any costs that come to us related to your use of the property.
- 6) We will not transfer and record the warranty deed until you have paid the property in full. Thus, getting a separate construction loan could be very difficult.

Have more questions?

Contact Dave Denniston at 775-234-2058 or at (719) 422-3384

The Team at Family Freedom Lands, LLC