Terms of Service

Last Updated: 02/02/2024

Welcome to *The Land Bros*! By accessing or using our website, services, or purchasing property through us, you agree to comply with and be bound by the following terms of service ("Terms"). Please read these Terms carefully before using our services. If you do not agree to these Terms, please refrain from using our services.

1. Acceptance of Terms

By using *The Land Bros* website or engaging in any transactions, you agree to be bound by these Terms and our Privacy Policy. These Terms apply to all visitors, customers, and others who access or use the service.

2. Services Provided

The Land Bros offers land sales, property financing, and other related services. All purchases are subject to the terms outlined in our agreements, including Land Sale Contracts, Promissory Notes, and Purchase Agreements.

3. User Responsibilities

You agree to provide accurate and complete information when interacting with our services. Any incorrect information provided may affect the completion of your transaction. It is your responsibility to keep us informed of any changes, such as new email addresses or contact information.

4. Payments and Financing

Our land sales often involve financing agreements. Payment schedules, interest rates, and other terms are outlined in your individual Land Sale Contract and Promissory Note. Late payments may incur additional fees, and failure to make payments could result in legal action, including forfeiture of the property as outlined in the Land Sale Contract.

a. Monthly Payments

Payments are due 30 days from your contract date, and we will email you an invoice for the payment. If payments are late by more than five days, a late fee of \$25 will apply. Failure to pay within the specified terms may lead to foreclosure or termination of the contract.

b. Prepayment

You may prepay your outstanding balance at any time without penalties. Prepayment will reduce the interest owed.

c. Property Taxes

You are responsible for reimbursing property taxes, either monthly or annually. If taxes are not paid in a timely manner, it could lead to contract termination.

5. Ownership and Title Transfer

Ownership of the property will not be transferred to you until the full purchase price, including any interest and fees, has been paid. Once full payment is received, we will transfer ownership by filing a Warranty Deed with the appropriate county recorder.

6. Cancellation and Refunds

We offer a 90-day satisfaction guarantee on property purchases. If you are dissatisfied with your property within the first 90 days, we will either exchange the property or issue a refund, minus any applicable closing costs and fees.

7. Default

Failure to make payments or uphold your contractual obligations may result in default, at which point *The Land Bros* reserves the right to terminate your agreement and reclaim the property. Additional fees and legal actions may apply as outlined in the Promissory Note and Land Sale Contract.

8. Limitation of Liability

The Land Bros is not responsible for any direct, incidental, or consequential damages that may result from your use of our services. This includes, but is not limited to, damages arising from errors in processing payments, delays in closing, or inaccuracies in land descriptions.

9. Dispute Resolution

In the event of a dispute, the parties agree to submit to the jurisdiction of the courts located in the state of Utah. Any legal proceedings shall be governed by the laws of the State of Utah, and the losing party will be responsible for any legal fees incurred.

10. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be posted on our website, and it is your responsibility to review them periodically. Continued use of our services constitutes acceptance of the modified Terms.

11. Contact Information

For any questions or concerns regarding these Terms, please contact us at:

The Land Bros 10810 N Tatum Blvd 102-894, Phoenix, AZ 85028

Phone: (435) 294-3549

Email: derek@thelandbros@gmail.com