SAMPLE CONTRACT

This is the standard YAI LLC Land Purchase and Owner-Finance Agreement template, version V8 (dated August 17, 2026), provided so you can read the full terms before you pay.

It is blank of buyer and parcel details. Your final, signed copy – filled in with your name, your parcel, and your price – is sent to you for electronic signature via OpenSign after your payment is received.

If anything in your signed copy differs from this sample, your signed copy controls.

LAND PURCHASE AND OWNER-FINANCE AGREEMENT

No Broker · Vacant Residential Land · This contract has substantial legal consequences; the parties are advised to consult legal and tax counsel.

This Land Purchase and Owner-Finance Agreement (this **"Agreement"**), which incorporates the terms of a purchase and sale, a promissory note, and a land contract into a single instrument, is entered into on ___________ between:

Seller: YAI LLC, a Wyoming limited liability company, mailing address 312 W. 2nd St #2893, Casper, WY 82601, phone (307) 337-9113 ("Seller").

Buyer: ______________________, residing at _________________________________ ("Buyer").

1. Property

Seller agrees to sell, and Buyer agrees to purchase, the parcel of land described as:

- **APN / Parcel ID:** ______________________
- **County, State:** ______________________
- **Acreage:** ___________ acres
- **Legal description:** _________________________________

together with all fixtures, improvements, and appurtenances located thereon (the "**Property**"). Items that will NOT remain with the Property: None.

2. Purchase Terms

Term	Value
Total sale price	$___________
Down payment (non-refundable except under the Satisfaction Guarantee, Section 8)	$___________
One-time document / processing fee (due at signing)	$___________
Note principal (sale price − down payment)	$___________
Term	___________ months

First payment date	___________
Monthly base payment (principal + Note Servicing Fee)	$___________
Interest rate	___________% per annum (0% on the owner-financed offers published at yaillc.com)
Note Servicing Fee (included in monthly)	$10 / month
Late fee	$50 after a 5-day grace period
Default threshold	35 days past due, then a 30-day cure period

Promissory obligation. For value received, Buyer ("Borrower") promises to pay Seller ("Lender") the note principal stated above, together with interest on the unpaid balance at the rate stated above, in equal monthly installments beginning on the first payment date and continuing until paid in full. Payments are applied first to accrued interest, then to late charges, then to principal. Buyer pays through Seller's designated payment processor.

Prepayment. There is no prepayment penalty. Buyer may prepay the outstanding principal in whole or in part at any time; only interest accrued to the date of payoff is assessed.

Note Servicing Fee. The Note Servicing Fee stated in Section 2 is a fixed monthly administrative charge for servicing this Note, including payment processing, account administration and recordkeeping, statements and payoff quotes, and maintenance of Seller's records of title during the payment period. It is a flat amount fixed at signing; it does not vary with, and is not calculated by reference to, any tax, assessment, or third-party charge, and it is not an escrow, impound, or reimbursement. It is earned by Seller as compensation for servicing and is not applied to principal or interest.

3. Card Processing Fee Disclosure

Monthly payments are processed by credit or debit card through a third-party payment processor selected by Seller. Buyer authorizes a **Card Processing Fee** of **1.9%** of each monthly payment, added to and collected together with that payment. On the processor's payment screen and receipt this charge may appear under the processor's own label, "Service Fee."

No Card Processing Fee is charged on the down payment or on the one-time document fee stated in Section 2; those amounts are payable in full as stated, with no processing charge added.

The total monthly amount charged, including the Card Processing Fee, appears on the payment confirmation and receipt issued by the processor. Seller may change payment processors upon written notice to Buyer, but the Card Processing Fee rate stated in this Section will not be increased without Buyer's written consent.

4. Default and Repossession

Each of the following constitutes an event of default: (a) Buyer fails to make any payment when due; (b) Buyer fails to perform any other material term or covenant of this Agreement; (c) any statement furnished by Buyer in connection with this transaction was false when made.

- Buyer is in default if a payment remains unpaid 35 days after its due date. Seller shall provide written notice of default, after which Buyer has a 30-day cure period to bring the account current before Seller may exercise its remedies.
- Upon default uncured after the cure period: Seller retains all monies paid to date and retains title to the Property, and the Property will be considered foreclosed with Buyer forfeiting all interest and payments made. Buyer's liability is limited to the parcel as collateral; there is no personal guarantee beyond the Property itself.
- **Seller's remedies.** Upon an uncured Event of Default, Seller may, at its option, either (a) declare the entire unpaid balance immediately due and payable (acceleration), or (b) terminate this Agreement, retain all sums paid, and retain title (forfeiture). These remedies may be mutually exclusive; Seller elects which remedy to pursue in writing at the time of default.
- **Due on transfer.** Any sale, transfer, or other disposition of the Property or of Buyer's interest in it, voluntary or involuntary, prior to final payment, entitles Seller at its option to declare the entire unpaid balance immediately due and payable.

5. Title and Conveyance

- Seller holds title to the Property, by the deed type identified below, and retains title until the final payment is received. Seller warrants that the title will remain free of liens, loans, or encumbrances through the payment period, and that taxes are current as of the effective date.
- Upon receipt of final payment, Seller will convey marketable title to Buyer **by the same type of deed by which Seller holds title to the Property**, namely a ______________________ (deed type), and record the deed transfer with the ______________________ County, ___________ recorder's office within 30 days.
- A title report is not provided at closing; Buyer may elect to perform Buyer's own title search at Buyer's expense. If Seller becomes aware of a material title defect that cannot be cured, Buyer may cancel this Agreement and receive a refund of all down payment monies, or accept title as-is.

6. Property Taxes

Seller pays all real property taxes and assessments levied against the Property for the period up to and including the date the deed conveying title to Buyer is recorded. From the date of recording forward, Buyer is solely responsible for all property taxes, assessments, and other charges levied against the Property.

Seller does not collect, escrow, or hold any amount from Buyer for property taxes. No portion of the monthly payment is allocated to property taxes, and Buyer owes Seller no separate tax payment during the payment period. Taxes for the year in which title is conveyed are prorated as of the recording date.

7. Property Condition and Utilities (AS-IS, WHERE-IS)

- The Property is sold "AS-IS, WHERE-IS" with no warranties as to its condition, suitability for Buyer's intended use, road access, water/utility availability, zoning compliance, or buildability, except as expressly provided in this Agreement.
- **Utilities:** The present condition of utility access to the Property is accepted by Buyer. Utility availability for this parcel: ________________________________ (e.g., "at the street" / "not available"). Seller is not aware of wetlands, shoreland, or flood plain affecting the Property except as follows: ________________________________. Seller knows of no hazardous substances or underground storage tanks on the Property.
- Buyer acknowledges having personally inspected the Property, or having knowingly waived such inspection, and accepts the Property in its present condition, subject to the Satisfaction Guarantee in Section 8.

8. 90-Day Satisfaction Guarantee

Seller's written guarantee to Buyer. This Agreement is an owner-financed installment purchase, and the guarantee in this Section applies to this transaction. Seller (YAI LLC) grants Buyer an inspection and satisfaction period of **ninety (90) days** from the date of the down payment. If, **for whatever reason**, Buyer is unsatisfied with the Property within that period, Seller agrees, at Buyer's election, to either (a) exchange the Property for another comparable parcel, or (b) refund all monies paid by Buyer, less any third-party closing costs, payment-processing fees, and accounting setup fees actually incurred. Because Seller retains title until the price is paid in full under this Agreement, no deed is recorded during the 90-day period and no recording costs are deducted from a refund under this Section.

This 90-day guarantee applies to owner-financed installment purchases only. It does not apply to a cash purchase, where title is recorded in Buyer's name shortly after payment; a cash buyer's right to cancel instead runs until the deed is recorded with the county, under Seller's published refund policy. This guarantee is Buyer's assurance of a fair transaction and survives the signing of this Agreement.

9. Federal Tax Requirement (FIRPTA)

If Seller is a "foreign person" as defined by applicable U.S. tax law, or fails to deliver an affidavit that Seller is not a "foreign person," then the parties shall comply with applicable withholding and reporting requirements (FIRPTA) at the time title is conveyed, including any required withholding from sale proceeds and filing of the appropriate tax forms with the Internal Revenue Service.

10. Eminent Domain

If the Property is condemned by eminent domain after the effective date of this Agreement, Seller and Buyer shall agree either to continue the transaction or to cancel it. If the parties cannot agree, Buyer is entitled to cancel this Agreement and have the down payment money returned.

11. Property Use, Construction, and Improvements

- **Seller's decision on construction.** Whether Buyer may place any permanent structure or improvement on the Property before the total price is paid in full and the deed is delivered is a decision reserved to Seller alone. Until Seller has given its prior written consent to the specific work proposed, Buyer shall not commence, permit, or allow any permanent improvement on the Property, including any dwelling, cabin, barn, shed, garage, foundation, slab, septic system, well, or permanently affixed utility connection. Seller may grant, condition, or withhold that consent in its sole discretion, and any consent given extends only to the work described in it.
- **Improvements and liens.** Any permanent improvement placed on the Property becomes part of the Property and may not be severed or separately encumbered, and one made without Seller's prior written consent shall be removed and the Property restored, at Buyer's cost, within thirty (30) days of Seller's written demand. Buyer shall not permit any mechanic's, materialman's, or other construction lien to attach to the Property or to Seller's interest in it, shall cause any such lien to be released or bonded over within twenty (20) days after notice of it, and shall indemnify Seller against all claims and costs arising from labor or materials furnished at Buyer's request; Seller's warranty in Section 5 does not extend to liens arising from Buyer's acts, and failure to discharge such a lien is an event of default under Section 4.
- **Timber.** Until the total price of the Property (including interest) is paid in full, Seller reserves the right to limit timber removal to only the area needed to place a dwelling or structure permitted under this Section.
- **Environmental.** Buyer shall not dump or store environmentally hazardous waste on the Property.

12. Closing Costs and Expenses

This sale closes directly between the parties, with **no cost to Buyer for closing**. Should the parties elect to close through a title company, the costs (attorney/title-company fees, title insurance, title abstract, recording fees, appraisal, survey, transfer taxes, and all other closing costs) shall be split 50/50 between Buyer and Seller unless otherwise agreed in writing. Any appraisal is Buyer's responsibility; a survey is not required.

13. Attorney's Fees and Costs of Collection

In any legal proceeding arising under this Agreement, the prevailing party is entitled to recover from the non-prevailing party its reasonable attorneys' fees and all costs of collection and of such proceeding.

14. Assignment

Buyer may not assign this Agreement or any interest in the Property without Seller's prior written consent. Seller may assign this Agreement and the associated note and security interest. This Agreement binds the heirs, successors, and assigns of both parties.

15. No Broker or Agents

The parties represent that neither has employed a real estate broker or agent in connection with the Property. If any such agent was employed, the party employing the agent shall pay all related expenses outside the closing of this Agreement.

16. Recording

This Agreement, or a memorandum of it, may be recorded in the official records of ______________________ County, ___________, to protect the parties' interests during the payment period.

17. Notices and Communication

- **Notices to Seller:** YAI LLC, 312 W. 2nd St #2893, Casper, WY 82601 / almog@yaillc.com / (307) 337-9113.
- **Notices to Buyer:** _________________________________ / ______________________. Buyer must keep a valid email address on file; notices are effective when mailed, hand-delivered, or emailed.

By signing below, Buyer consents to receive SMS communications from Seller regarding the loan and the Property. SMS terms and privacy: https://www.yaillc.com/sms-terms-and-privacy

18. Receipt of Down Payment

Seller acknowledges receipt of the down payment stated in Section 2 from Buyer as of the down-payment date, applied toward the purchase price of the Property.

19. Miscellaneous

- **Governing law:** This Agreement is governed by the laws of the State of Wyoming. Matters relating to the real property and its conveyance are subject to the law of the state where the Property is located.
- **Time is of the essence** in the performance of this Agreement.
- **Representations survive:** All representations in this Agreement survive the conveyance of title.

20. Entire Agreement

This document contains the entire agreement of the parties regarding the Property and supersedes all prior agreements, oral statements, and representations. It cannot be changed except by a writing signed by both parties. Each party acknowledges having read and understood this Agreement. The singular includes the plural and the masculine the feminine as context requires.

Signatures

Seller (YAI LLC):

Signature: ______________________________

Printed name: Almog Gallewski, Manager

Date: ______________________________

Buyer:

Signature: ______________________________

Printed name: ______________________________

Date: ______________________________