

# West End Cemetery Contract

P.O. Drawer 533, Wytheville, Virginia 24382 Phone: (276) 223-3333

Customer Number \_\_\_\_\_ Contract Number \_\_\_\_\_ Deed Number \_\_\_\_\_

This contract made this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_

(Hereinafter called "Seller")

and \_\_\_\_\_

(Name to appear on Certificate of Ownership) (Hereinafter called the "Purchaser")

Street

City

State

Zip

Phone

WITNESSETH THAT: The Purchaser agrees to purchase from the Seller, in accordance with the terms herein contained on both sides of this agreement, accompanying Supplement Agreement, and the Rules and Regulations of the Seller, the following:

Perpetual right of Sepulcher and/or other related property and services.

## DESCRIPTION OF SEPULCHER RIGHTS, PROPERTY, AND SERVICES

\_\_\_\_\_ Grave Spaces \$ \_\_\_\_\_

\_\_\_\_\_ Mausoleum Crypts \$ \_\_\_\_\_

\_\_\_\_\_ Urn Niches \$ \_\_\_\_\_

\_\_\_\_\_ Other \$ \_\_\_\_\_

\_\_\_\_\_ Other \$ \_\_\_\_\_

Total Sale Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Remaining Balance \$ \_\_\_\_\_

(Remaining Balance Must be Paid within 12 months of the date of this contract. This date is hereby set as

METHOD OF PAYMENT: Monthly Payments Other \_\_\_\_\_ ).

## CEMETERY SPACES

SECTION \_\_\_\_\_ SPACE \_\_\_\_\_ LOT \_\_\_\_\_

## MAUSOLEUM

CRYPT NO. \_\_\_\_\_ LEVEL \_\_\_\_\_ CHAPEL \_\_\_\_\_ GARDEN \_\_\_\_\_

NICHE \_\_\_\_\_ LEVEL \_\_\_\_\_

The Seller agrees to letter crypt front niche front on or by \_\_\_\_\_, unless unforeseen causes prevent and as soon thereafter as practicable after final payment. This contract is irrevocable and not subject to countermand a retain title lien is retained in same by the Seller, until fully paid.

NOTICE TO BUYER: (1) Do not sign this contract before you read it or if it contains any applicable blank spaces. (2) You are entitled to an exact copy of the contract you sign. The Purchaser further acknowledges the he or she has carefully read and fully understands the terms of this offer, and that he or she hereby acknowledges receipt of an exact copy of this contract.

Purchaser \_\_\_\_\_

Agent/Clerk \_\_\_\_\_

Purchaser \_\_\_\_\_

Accepted \_\_\_\_\_

**PURCHASER ALSO AGREES TO THE TERMS ON THE REVERSE SIDE OF THIS CONTRACT.**

## ADDITIONAL PROVISIONS OF AGREEMENT

The following provisions and the Rules and Regulations of the Seller are specifically incorporated by reference into this agreement, and the Purchaser acknowledges same by signing of the agreement.

**A. PERPETUAL CARE**

It is agreed that sixty percent (60%) of the purchase prices of all interment spaces for ground burial and that sixty percent (60%) of the purchase price of all crypt spaces and niches for mausoleum entombment shall be placed in the hands of the Main Office of the Wachovia Bank as Trustee under the trust agreement for the perpetual upkeep of said cemetery or mausoleum.

**B. CARE AND MAINTENANCE**

The Seller will, at its own expense, provide care and maintenance of said lot and of all lots in the improved sections of the cemetery, including all improvements thereon until such time as the income from the Perpetual Care Trust Fund is adequate therefore. The Town disclaims all responsibility for loss and damage from causes beyond reasonable control, and especially from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of military or civil authority, whether the damage be collect or collateral, other than as herein provided.

**C. OPERATION OF PROPERTY**

Purchaser expressly acknowledges that nothing herein in this Agreement contained shall be deemed or interpreted to restrict the rights of Seller with respect to the unfettered continued operation of Sellers property. Seller is to have full and absolute authority to operate, manage, and control Sellers property and further without limitation to determine the design, type, size, and location of all buildings, roads, and improvements within the property and to grade and improve the property and all of the lots, crypt spaces, and niches thereof including those purchased and to be purchased hereunder and to place, replace, or remove any trees, shrubberies, or structures thereon.

**D. RULES AND REGULATIONS**

The Purchaser shall comply at all times with rules and regulations now or hereafter made and promulgated for operation, care, and control of the cemetery. (Attached).

**E. TRANSFER OF SALE**

Subject to the Seller's Rules and Regulations and payment of such transfer fees as are provided for therein, Purchaser shall have the right to assign or transfer his interest in this Contract at any time, which assignment or transfer shall be made on Seller's transfer forms and recorded on Seller's books. If Purchaser wishes to resell any or all of said property, Seller maintains the right to repurchase or first refusal at the original price, but Seller is in no way obligated or bound to purchase or resell for Purchaser any of the property described herein. A sale by the Purchaser shall not relieve the Purchaser from any remaining obligation of the contract of sale and purchase.

**F. LIMITATION OF LIABILITY**

In no event shall Seller be liable to Purchaser for a greater amount of money than that paid Seller by Purchaser hereunder.

**G. SELECTION OF PLOT, CRYPT, OR NICHE**

The Purchaser agrees to select at the time of purchase, a section of plot in the cemetery, or a Crypt or Niche in a Mausoleum.

**H. IMMEDIATE USE**

That the Purchaser have the right to use said space for interment at anytime hereafter, provided the purchase price applicable has been paid in full.

**I. TEMPORARY RIGHTS**

No interments may be made, or memorials may be placed, and no rights of possession, or any other rights shall pass the Purchaser until the Total of Payments is paid or unless written permission is granted by the Seller.

**J. NON-SECTARIAN**

The Purchaser hereby acknowledges that he or she has carefully read and fully understands the terms of this offer that he or she fully understands that no person will be denied the purchase of a grave space, crypt, or niche because of race, religion, or national origin.

**K. PAYMENT**

The Purchaser agrees to make all payments as agreed upon in the contract on or before the due dates of said payments to the Seller at its offices or such place as the holder of the note may designate. Unless otherwise indicated, the purchase price of the niche, crypt, or plot, exclusive of the initial deposit, shall be paid in equal monthly payments on the dates established. The period of payment shall not exceed twelve (12) months from the deposit date. The purchase price shall be paid in full within the twelve (12) month period.

**L. DEFAULT**

The Purchaser shall pay the total amount in twelve (12) months from the deposit date. In event of default, the Seller shall have a right to retain all of the deposit and to take possession of the crypt(s) or niche(s). The Seller reserves the right to retain additional payments as liquidated damages.

**M. NO WAIVER OF BREACH**

Acceptance of overdue payments or the waiver of any breach of term, conditions or provision of this Contract by Seller shall not constitute a waiver of any subsequent breach.

**N. SELLERS RIGHTS**

It is understood that the Seller's failure to exercise its rights, as provided herein upon the occasion of the Purchaser's default shall not constitute a waiver of the Seller's rights as set out herein shall be considered as continuing.

**O. AGREEMENT BINDING**

It is intended that this office shall upon acceptance by the Seller become the Contract between the parties and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

**P. CONTAINS ALL COVENANTS**

This contract contains all of the covenants between the parties and no agent or representative of either party has authority to modify, add to or change any of the terms or conditions herein set forth, nor the terms or conditions of any receipt issued for payments. PURCHASER CERTIFIES THAT NO ORAL OR WRITTEN STATEMENTS, PROMISES, PRESENTATIONS OR GUARANTEES OTHER THAN THOSE CONTAINED HEREIN HAVE BEEN MADE.

**Q. RULES AND REGULATIONS COMPLIANCE**

The Purchaser agrees that he or she has read the General Rules for the East End and West End Cemeteries and agrees to abide by these rules, a copy of which is attached hereto.

**R. ENGRAVING REGULATIONS FOR THE MAUSOLEUM**

The Purchaser of a mausoleum crypt or niche agrees that he or she has read and agree to abide in the engraving regulations for the mausoleum crypt fronts and the niche fronts.