

Company Name Here

[Street Address], [City, ST ZIP Code]
[Phone: 555-555-5555] [Fax: 123-123-123456]
[abc@example.com]

Contract of Sale

THIS AGREEMENT made this _____ day of _____, 20 _____,
by and between _____ (First
Party) and _____ (Second
Party).

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and
performed on the part of said parties hereto, respectively as herein stated:

- Said party of the first part covenants and agrees that it shall:

- And said party of the second part covenants and agrees that it shall:

- Other terms to be observed by and between the parties:

Form of payment

- Prepayment
- open account with remittance at specified date
- letter of credit
- payment by nominated acceptable third party such as parent company or guarantor.

Always including a schedule of documents which will be required to authenticate payment (such as are usually required for letters of credit); e.g.

- a. Bill of Lading -- should contain details of consignor (if not shipped in name of seller), consignee, notify party, negotiable copies, clean or special clause bill, freight prepaid or payable at destination or by third party 'shipped' or 'received', throughbill, optional transshipment/destination port/s, etc.
- b. Insurance policy or certificate of insurance, declaration/notification for purchasers open policy, required cover. e.g.

Institute Cargo Clauses (A) 1.1.82; Institute War Clauses 1.1.82; Institute Strikes Clauses (Cargo) 1.1.82; Particular and General Average Cover; Jetty Survey Clause if necessary; Diversion Strike Expenses Clause if necessary; Also place and procedure relating to surveys/claims for loss or damage, surveyor's name and address.

- c. Invoices -- commercial, consular, specially endorsed or certified, etc.
- d. Certificates of evidence required -- relating to weight, measure, quality, grading, health, origin, analysis, etc.
- e. Any other documentation required by either party.
- f. Distribution of documentation.

PURSUANT TO the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11* and all amendments thereto, the Interment Rights Holder(s) listed below have the right to direct/consent to the burial and memorialization associated with the Interment Rights in conjunction with the Town of Greater Napanee and the By-laws for *The Napanee Cemetery Company, Riverside Cemetery & Riverview Cemetery*.

This Contract is between the Purchaser and The Town of Greater Napanee, concerning Cemetery Interment Rights for the Recipient(s) as identified in this Contract. The Purchaser represents being legally authorized or charged with the responsibility for the Recipient(s) Cemetery Interment Rights and Services as specified in this Contract. **This agreement will be enforceable to the benefit of**

_____.