

CONTRACT FOR SALE OF RIGHT OF ENTOMBMENT AT PARISH CEMETERY

On this _____ day of _____, 20____, _____
hereinafter referred to as "Purchaser", and _____

Parish, hereinafter referred to as the "Seller", agree as follows:

1. Purchaser shall purchase from Seller the rights of entombment in the following described _____
Crypt/Niche space(s) in the Mausoleum of the said Parish Cemetery: Crypt(s)/Niche(s) No. _____
Tier No. _____ in _____ as shown on the floor plan of the Mausoleum.
 2. Purchaser agrees to pay for the rights of entombment in the above-described crypt(s)/niche(s) according to the following terms.
 - a. Purchase price \$ _____ b. Down payment: \$ _____ c. Unpaid balance \$ _____
 - d. Unpaid balance to be paid by the Purchaser in equal monthly installments of \$ _____, without interest, on the _____ day of each month beginning on the _____ day of _____, 20____, until paid in full
 3. **The purchase price does not include fees for opening and closing the crypt(s)/niche(s) or inscription charges. These fees are to be paid to the Seller at the time of entombment.**
 4. Purchaser agrees:
 - a. That no inscription, plant, object or embellishment of any kind shall be placed upon, altered or removed from said crypt(s)/niche(s) by the Purchaser without first obtaining the written consent of the Seller.
 - b. To comply at all times with any rules and regulations promulgated for the operation, care and control of said Cemetery and Mausoleum as the Seller may from time to time adopt.
 - c. To comply with any rules and regulations that the Ordinary of the Roman Catholic Archdiocese of Washington may promulgate concerning cemeteries and the entombment, interment and exhumation of human remains.
 - d. That prior to the signing of this contract, he/she has been provided with a copy of the policies, practices, rules and regulations and current price structures for the services.
 - e. That this purchase is for entombment purposes only and not for speculation.
 5. Seller agrees:
 - a. To set aside a sum equal to at least 10% of the purchase price of each crypt/niche sold by the Seller when paid in full for the care and maintenance of the said Cemetery and Mausoleum.
 - b. On full performance by the Purchaser, to convey to the Purchaser the exclusive use for entombment purposes the above described crypt(s)/niche(s) subject to the rules and regulations of the Seller.
 - c. In case of default for more than 90 days of any of the payments as herein provided, the Seller shall have the option to terminate this contract and all monies paid, less 20% of the purchase price which Purchaser agrees is a reasonable estimate of Seller's cost due to such default, shall be refunded to the Purchaser. In such event the Seller may re-enter and repossess itself of the crypt(s)/niche(s), except as to any space where entombment shall have been made theretofore, provided, however, that if the sale involves companion crypts, the Seller shall have the further option to disentomb from any crypt that is already used and reintomb or reinter in such other crypt or grave as the Seller may determine.
 - d. The said crypt/niche is free from all encumbrances and tax obligations
 - e. In the event of the unemployment, sickness or disability of the Purchaser, the Seller may suspend payment for a period not exceeding one (1) year, provided written notice of such unemployment, sickness, or disability is given monthly to the Seller.
 - f. That the Cemetery and Mausoleum has been dedicated exclusively for human entombment and interment and cannot be used for other purposes.
 - g. That the Purchaser shall have the right to use said crypt(s)/niche(s) at any time hereafter for entombment purposes, provided the balance of the purchase price of the said crypt(s)/niche(s) to be used shall first have been paid to the Seller.
 - h. That the Purchaser shall have the right at any time, unless in default hereunder, to transfer his or her interest in said crypt(s)/niche(s) upon payment of an administrative fee. However, said transfer must be in accordance with the rules and regulations of the Seller as now in force or which may hereafter be adopted and be recorded upon the books of the Seller before it shall become binding upon the Seller.
 - i. That the Purchaser, after payment in full of the purchase price, and at any time prior to the use of said crypt(s)/niche(s) for the purposes aforesaid, and provided the crypt(s)/niche(s) has not been inscribed, may relinquish the entombment rights in the crypt(s)/niche(s) aforesaid and return to the Seller the certificate of right of entombment to said crypt(s)/niche(s), if previously delivered to Purchaser; and the Seller further agrees that it will pay as consideration for such relinquishment the amount of money theretofore paid by the Purchaser less the amount of a service charge to be fixed by the Company, if any, said service charge not to exceed 20% of the purchase price which Purchaser agrees is a reasonable estimate of Seller's cost due to such relinquishment.
 - j. That the Purchaser, before payment in full for the crypt/niche and provided he is not in default hereunder, may cancel and terminate this contract upon written notice to the Seller. The Seller agrees that it will repay the Purchaser the amount of money theretofore paid less the amount of a service charge to be fixed by the Seller, if any, said service charge not to exceed 20% of the purchase price which Purchaser agrees is a reasonable estimate of Seller's cost due to such cancellation.
 6. This agreement contains the complete understanding between the parties, and no agent or representative of either party has authority to modify, add to, or change the terms or conditions herein set forth without the written consent of the other parties.
- This agreement shall become effective when duly signed by a duly authorized official of the Seller.
- IN WITNESS WHEREOF the parties have executed this agreement on the day and date above written.

CRYPT / NICHE NO.

TIER NO.

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YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By _____
The Catholic Cemeteries of the Archdiocese of Washington, Inc.
Memorial Counselor, Agent/Date

By _____
Authorized Parish Cemetery Official/Date

Purchaser/Date: _____

Purchaser/Date: _____

Address _____

Zip _____

Telephone _____

Parish _____

Certificate of Right of Entombment No. _____

FOR
OFFICE
ONLY

CRYPT / NICHE NO.

TIER NO.

IN

LAST NAME