

SALEM-MARIPOSA CHURCH BUILDING & CEMETERY
c/o Richard Smeall, 91 Eglinton Street, Lindsay, Ontario, K9V 6B6
Cemetery Interment Rights Contract

Operating as: Salem-Mariposa Church Building & Cemetery

License # 3307358-1

- Interment Rights may be purchased only by residents or former residents of Mariposa Township.

Contract Negotiator: _____

Telephone: _____

Contract Number: _____

Date of Issue: _____

PURCHASER INFORMATION

Name: _____

Address: _____

Municipality: _____

Province: _____

Postal Code: _____

Telephone: _____

E-mail address (if applicable): _____

Purchaser(s)' relationship to Recipient: #1 #2 [circle appropriate number(s)]

RECIPIENT #1 INFORMATION:

RECIPIENT #2 INFORMATION:

Name: _____

Name: _____

Address: _____

Address: _____

Municipality: _____

Municipality: _____

Province: _____

Province: _____

Postal Code: _____

Postal Code: _____

Telephone: _____

Telephone: _____

Date of Birth: ____ / ____ / ____
 Day Month Year

Date of Birth: ____ / ____ / ____
 Day Month Year

Place of Birth: _____

Place of Birth: _____

This contract is between the Purchaser AND Salem-Mariposa Church Building & Cemetery concerning Cemetery Interment Rights.

The Purchaser [if different than the Recipient(s)] represents being legally authorized and charged with the responsibility for the Recipient(s)' cemetery Interment. This contract will be enforceable to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

INITIAL: _____

Contract #: _____

ITEMS PURCHASED:

Interment Rights Description: *Type:* Single Burial Lot
Dimensions: 3.5 ft. W x 10 ft. L
Location(s): _____
Purchase Price: \$ 1200.00

- *Note: Purchase price includes – Interment Rights @ \$900.00 and supply of Corner Markers @ \$300.00.*
- *Interment Rights include: ONE (1) single depth earth burial or up to TWO (2) cremation burials.*
- *Contribution to the Care & Maintenance Fund (40% of purchase price) based on the price of interment rights:*
- *Memorialization permitted as stated in the Salem-Mariposa Church Building & Cemetery By-laws [Section E, p. 7].*

COST: \$ _____

Cemetery At-Need Services:

(Preneed Services are not available; double depth burial not available)

Interment Fee (opening/closing): \$ N/A _____
 Surcharge: \$ N/A _____
 Administration Charge (*if applicable*): \$ N/A _____

COST AT-NEED SERVICES: \$ _____

TOTAL CONTRACT COST: \$ _____

BALANCE OWING: \$ _____

PAYMENT TERMS:

- The Interment Rights must be paid in full at time of purchase.
- Full payment is required before a burial can take place or memorialization can be erected or set.

INITIAL: _____

Contract #: _____

CONDITIONS AND TERMS:

If the above Interment Rights have not been used, the Purchaser may in writing to the cemetery operator within thirty (30) days from the signing of the contract cancel this contract and receive a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws is required for interments, cremation, disinterments, and the placement of markers, monuments, or inscriptions.

Salem-Mariposa Church Building & Cemetery PERMITS the private resale of Interment Rights after 30 days.

A purchaser or interment rights holder cannot re-sell their Interment Rights for more than the current value on the cemetery price list.

A purchaser or interment rights holder cannot re-sell their Interment Rights if a portion of the interment rights have been exercised.

No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

Before a re-sale of an Interment Rights may take place the original Interment Rights Certificate must be returned to *Salem-Mariposa Church Building & Cemetery* or a fee remitted, according to the cemetery price list, for a replacement certificate.

Before a re-sale of Interment Rights may take place a 'RESALE ENDORSEMENT' form must be completed.

Memorialization:

In accordance with the *Funeral, Burial and Cremation Services Act (FBCSA)* and *Ontario Regulation 30/11*, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument:

- | | | |
|-----|--|----------|
| (a) | In the case of installing a flat marker measuring less than 1,116.3 sq.m. (173 sq.in.) | \$0.00 |
| (b) | In the case of installing a flat marker measuring over 1,116.3 sq.m. (173 sq.in.) | \$100.00 |
| (c) | In the case of installing an upright monument measuring 1.22 m. (4 ft.) or less in height or length, including the base | \$200.00 |
| (d) | In the case of installing an upright monument measuring more than 1.22 m. (4 ft.) either in height or length, including the base | \$400.00 |

A marker, monument, or memorialization purchased and/or installed by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

NOTE:

The cemetery operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

INITIAL: _____

Contract #: _____

Cancellation of contract within 30 days:

The following person may cancel a cemetery contract within 30 days and is entitled to a refund:

- The purchaser [individual paying] of the Interment Rights.
- If the purchaser is different from the Interment Rights Holder(s) it is the purchaser who is entitled to the refund. The Interment Rights Certificate must be returned at the time of refund.

Cancellation of contract after 30 Days:

Salem-Mariposa Church Building & Cemetery does not honour any refunds after 30 days; however the interment rights holder is permitted to make a private resale or transfer arrangement of Interment Rights as per Section C of the Salem-Mariposa Church Building & Cemetery By-laws.

Privacy Policy:

The Purchaser acknowledges and provides consent to *Salem-Mariposa Church Building & Cemetery* to collect, use and disclose his/her personal information in accordance with the requirements set out in the *FBCSA* and *Ontario Regulation 30/11* for the purposes of the cemetery public register. The Purchaser also acknowledges that *Salem-Mariposa Church Building & Cemetery* does not rent or sell personal information to third party organizations.

{_____} I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

{_____} I have reviewed the Contract's terms and conditions and hereby confirm that the Interment Rights as specified in this contract are complete and correct. I direct the operator to proceed with the sale of the Interment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

{_____} I hereby acknowledge I have received and reviewed a copy of the cemetery's by-laws.

The Terms and Conditions set out in this contract expire seven (7) business days from the acceptance date below unless executed by the purchaser and the operator. The contract date set out below is the date on which this contract is accepted by the operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract's terms and conditions.

Purchaser: _____ Date: _____

Accepted on behalf of the Operator by:

Licensee Name: _____

Licensee Signature: _____