

PURCHASE AGREEMENT
FOR EXISTING GRAVE IN SECTION 62
(Interment Rights)

THE MOUNT OLIVET CEMETERY ASSOCIATION
12801 W. 44th Avenue, Wheat Ridge, Colorado 80033
303-424-7785

This Agreement ("Agreement") dated this _____, 20____ is entered into by and between THE MOUNT OLIVET CEMETERY ASSOCIATION ("Seller" or "Mt. Olivet" or "Mt. Olivet Cemetery") and _____ ("Contract Buyer") whose address is _____, _____, and home phone number is (_____) _____ and work phone number is (_____) _____, and Social Security Number is _____.

Contract Buyer agrees to purchase for _____ ("Contract Beneficiary") whose address is _____, _____, _____, and whose Social Security Number is _____, the rights of interment ("Interment Rights") identified below:

Grave No. _____, Sect. No. _____ Blk. No. _____
Lot No. _____, located in Mt. Olivet Cemetery, and a pre-set vault.

Contract Buyer agrees to pay the Seller the sum of \$ _____ for Interment Rights and the sum of \$ _____ for the pre-set vault, as set forth below:

- I. Total Contract Price \$ _____
- 2. Less Down Payment
 - Cash \$ _____
 - Trade In \$ _____
 - Discount \$ _____
 - Total Down Payment \$ _____
- 3. Amount Due \$ _____

NAME _____
ADDRESS _____
CITY _____
DATE OF BIRTH _____
PARISH _____

BY SIGNING THIS AGREEMENT, CONTRACT BUYER ACKNOWLEDGES THAT HE/SHE HAS READ THE COMPLETE AGREEMENT BEFORE SIGNING IT, THAT THE AGREEMENT WAS COMPLETED AS TO ALL ESSENTIAL PROVISIONS BEFORE IT WAS SIGNED BY CONTRACT BUYER, AND THAT HE/SHE HAS RECEIVED AN EXACT COPY OF THE COMPLETED CONTRACT.

NOTE TO BUYER: SEE REVERSE SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS CONTRACT.

CONTRACT BUYER: _____
Date: _____

This Agreement shall be effective only when approved by a duly authorized official of Mt. Olivet and a duplicate, signed by such authorized official, is issued.

MOUNT OLIVET CEMETERY ASSOCIATION, a Colorado not-for-profit corporation, 12801 West 44th Avenue, Wheat Ridge, Colorado 80033, Phone (303) 424-7785.

By: _____ Agreement Number _____

IT IS FURTHER AGREED AND UNDERSTOOD

The Contract on the reverse side hereof is made and accepted subject to the following express terms and conditions:

- I. This Contract is for the purchase and sale of Interment Rights only. It does not include the cost of opening or closing the grave or crypt, the cost of a vault (required for interment), the cost of memorials, the cost of inscriptions or the cost of any interment or entombment services.
- II. If for any reason, the crypt or grave originally selected is not usable at the time of need, as determined in Seller's sole discretion, Seller agrees to make available, if desired by the survivors of the Contract Beneficiary, a temporary receiving vault of Seller's selection, until such time as transfer can be made. In case of such temporary interment, Seller, at its cost and expense, shall have the absolute right to remove and re-inter in the crypt or grave originally selected.
- III. No interments may be made, no memorials may be placed, no crypt doors may be inscribed and no right of interment or any other rights shall vest in Contract Buyer or Contract Beneficiary until all money due hereunder or under any Promissory Note executed in connection herewith, is paid in full.
- IV. Crypts will accommodate a casket with external dimensions not exceeding 2'0" high x 2'6" wide by 7'3" long. Embalming or cremation is required for entombment in Mt. Olivet mausoleums.
- V. Upon payment in full of all sums due hereunder or under any Promissory Note executed in connection herewith, Contract Beneficiary shall have the right at any time, unless in default hereunder, to assign his interest in this Agreement, subject to Seller's prior written consent which shall not be unreasonably withheld. Such assignment must first be recorded upon the books of Seller before it shall become effective. Seller will charge a transfer fee for all such transactions and the transfer fee must be paid in full before the transfer will be effective. Contract Buyer represents that the Interment Rights purchased hereby are purchased for personal or family interment purposes only and not for speculation or investment, and neither Seller, nor its agents or sales persons, in any way represent or guarantee a resale thereof.
- VI. The purchase, ownership and subsequent use of all crypts and graves within the Mt. Olivet Cemetery shall, at all times, be subject to all rules and regulations now existing and as the same may be amended or adopted for the operation, care, control and management of the Mt. Olivet Cemetery. Contract Buyer and Contract Beneficiary agree to comply with all such rules and regulations. Any issue not expressly provided for in the rules, regulations or bylaws of the Mt. Olivet Cemetery Association shall be decided by the officers of the Mt. Olivet Cemetery Association. Contract Buyer expressly acknowledges that nothing in this Agreement shall be deemed or interpreted to restrict the rights of Seller with respect to the unfettered continued operation of the Mt. Olivet Cemetery. Seller shall have full and absolute authority to operate, manage and control the Cemetery and the mausoleums located therein and further, without limitation, to determine the design, type, size and location of all buildings, roads, features and improvements within the Mt. Olivet Cemetery and to grade and improve the Mt. Olivet Cemetery and all of the graves, crypts and niches thereof including those purchased hereunder.
- VII. Failure to pay the full amount of any payment on the date it is due under this Agreement or the Promissory Note shall be a default. In the event of a default, Seller may send Contract Buyer a written notice of such default and if the default is not cured within twenty (20) days of the date of such letter, Seller may cancel this Agreement and return to the Contract Buyer within forty-five (45) days all payments made hereunder or under the Promissory Note after deducting the amount paid by the Contract Buyer or fifteen (15%) percent of the Total Contract Price, whichever is less, which deducted amount shall be retained by Seller as liquidated damages and not as a penalty. Such liquidated damages are deemed to be the reasonable value of administrative and sales charges incurred by Seller. Seller shall have the further legal right, without legal notice or process, to resell the Interment Rights to another buyer. Contract Buyer waives the right of presentment and notice of dishonor.
- VIII. CANCELLATION: A. The Contract Buyer may cancel the preened contract, in writing, within the first seven days of the Contract Buyer's signature to the preened contract during which period the Contract Buyer may provide the Contract Seller with written notice of cancellation. The Contract Seller shall forward a one hundred percent refund (all payments made under the contract) to the Contract Buyer within ten calendar days of receipt of the written cancellation. B. At any time after the seven day period provided in A, and prior to the death of the Contract Beneficiary, the Contract Buyer may elect in writing to cancel this Contract. Such request for cancellation must be furnished the Contract Seller as set forth above. Upon such cancellation, the Contract Seller shall within forty-five (45) days refund all payments made hereunder after deducting the amount paid by the Contract Buyer or the amount of fifteen (15 %) percent of the Total Contract Price, whichever is less. The deducted amount shall be held and used by Mt. Olivet as liquidated damages and not as a penalty. Upon such cancellation of this Contract, all parties to this contract shall be released from further liability or responsibility hereunder.
- IX. Except in the case of Default or Cancellation, which shall be governed by the provisions of paragraphs VII and VIII above, the liability of Seller arising out of this Agreement shall be limited to providing the Interment Rights as set forth herein or, in the alternative upon the death of the Contract Beneficiary and at the option of the Contract Buyer or his/her legal representative or next of kin, to refund of the full amount paid by the Contract Buyer under this Agreement, provided, however, that Contract Buyer and Contract Beneficiary shall return all Certificates of Interment Rights provided hereunder. Any refund to the Contract Buyer, next of kin or legal representative shall be made within thirty (30) days after the date on which the Seller receives written demand for a full refund in lieu of performance of this Agreement.
- X. Seller's acceptance of late payment or the waiver of any breach of a term, condition or provision of this Agreement or the Promissory Note, shall not constitute a waiver of any subsequent breach.
- XI. Any notice or other communication to be provided under this Agreement shall be in writing and shall be deemed given when sent via overnight, certified or registered mail to the Seller, Contract Buyer or Contract Beneficiary, at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.
- XII. Upon full payment of all sums due from Contract Buyer pursuant to this Agreement this Agreement shall have been fully performed.
- XIII. In no event and under no circumstances shall Seller be liable to Contract Buyer, Contract Beneficiary or any other person, regardless of reason, for an amount greater than that paid to Seller by Contract Buyer, Contract Beneficiary or anyone else. Except as set forth in the preceding sentence, Seller expressly disclaims liability, direct or indirect, for any and all damages caused or claimed by or as a result of Seller's performance or failure to perform under this Agreement. The sole and exclusive remedies available against Seller shall be limited to the amount paid to Seller hereunder and shall not include any other direct, special, consequential or punitive damages.
- XIV. This Agreement shall be binding on the heirs, personal representatives, executors, administrators, successors and assigns of the parties and of the Contract Beneficiary.
- XV. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- XVI. If Seller takes any action in collecting any amount due or enforcing any right or remedy under this Agreement or the Promissory Note, Contract Buyer agrees to pay all costs of such action, including but not limited to Seller's reasonable attorneys' fees.
- XVII. If any provision of this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain valid.
- XVIII. This instrument constitutes the entire agreement between the parties hereto, and there are no agreements, oral or written, understandings, restrictions or warranties between the parties other than those set forth herein. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACT BUYER UNDERSTANDS THAT UNLESS CONTAINED IN THIS AGREEMENT, ANY STATEMENT, PROMISE, REPRESENTATION OR WARRANTY MADE BY ANY COUNSELOR, AGENT OR OTHER PERSON PURPORTING TO REPRESENT THE SELLER SHALL NOT BE BINDING.
- XIX. This agreement may be amended or modified only by an agreement in writing signed by Seller. Anywhere in this Agreement where the masculine gender is used, said term shall apply likewise to a female buyer, as if phrased in the feminine gender.