

**BARRATT'S CHAPEL CEMETERY**  
**PURCHASE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, BUYER(S), who currently reside at \_\_\_\_\_, and the Barratt's Chapel Cemetery Board of Trustees (hereinafter Cemetery), which has sold unto BUYER(S):

NICHE NUMBER: \_\_\_\_\_

The consideration for this Agreement and paid by the BUYER(S) is \$ \_\_\_\_\_ .

The parties agree to the following terms:

1. The purchase price of each niche includes Perpetual Care.
2. Upon the full payment of the above total charges, the Cemetery agrees to sell to BUYER(S) a niche in the columbarium units of Barratt's Chapel Cemetery, with all appropriate privileges and restrictions, and subject to all the Rules and Regulations now or then in force, or which may hereafter be adopted for the governing of said Cemetery.
3. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making entombments, disentombments or removals, or in the description, transfer, or conveyance of any niche, either by canceling such conveyance and substituting and conveying in lieu thereof another niche of equal value and similar location as far as possible, or in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the entombment of the remains of any person in such location, the Cemetery reserves, and shall have, the right to remove and re-entomb the remains to such other location of equal value and similar location as may be substituted and conveyed in lieu thereof.
4. IT IS AGREED that no inscription shall be allowed on the niches except in accordance with the approved lettering formats of the Cemetery. If a desired inscription is not permitted by the Cemetery, it is expressly agreed that upon failure of BUYER(S) to fulfill all obligations of this Agreement, such unauthorized inscription may be immediately removed by the Cemetery without any obligation to the BUYER(S).
5. IT IS FURTHER AGREED that said niche is to be used only for human burial purposes and is subject to all Rules and Regulations of the Cemetery, its successors or assigns, which are now or may be hereafter adopted for the governing and control of said Cemetery, or of the niche composing the same or any part thereof.
6. IT IS FURTHER AGREED that the Cemetery, its successors and assigns are authorized to periodically inspect and maintain the unoccupied or occupied niche chambers.

7. Lettering will be an additional cost to the BUYERS, to be determined at the time of the signing of this contract.

8. IT IS FURTHER AGREED and understood that this Agreement and the stipulations therein apply to and bind the heirs, representatives, successors and assigns of the parties hereto.

9. BUYER(S) agree to the general and specific Barratt's Chapel Cemetery Rules and Regulations which are attached hereto and incorporated herein.

10. No transfer, conveyance or assignment of this Agreement shall be valid without the written consent of the Barratt's Chapel Cemetery Board of Trustees.

11. The Barratt's Chapel Cemetery Board of Trustees shall not be liable for loss or damage caused by an act of God, common enemy, thieves, malicious mischief makers, unavoidable accidents, riot, or order of any military or civil authority.

12. IN WITNESS THEREOF, BUYER(S) have hereunto set his/her hand and seal and the Cemetery has caused the same to be executed by its duly authorized representative on the day and year aforesaid.

**OFFICIAL ACCEPTANCE**

The above Agreement is officially accepted by the Barratt's Chapel Cemetery Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
FOR BARRATT'S CHAPEL CEMETERY  
BOARD OF TRUSTEES

\_\_\_\_\_  
FOR BUYER

TITLE: \_\_\_\_\_

\_\_\_\_\_  
FOR BUYER

NOTE: You, the BUYER(S), may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, without penalty or obligation.

To cancel this transaction, mail or deliver a written notice to Barratt's Chapel Cemetery, 6362 Bay Road, Frederica, Delaware 19946. If you cancel, any payment made by you under the contract will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and your entombment rights will be terminated. If cancellation notice is not received by midnight on the third business day after signing, the sale will be considered final.