

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):

PLOT NUMBER(S): _____
PLOT LOCATION(S): _____

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 plot includes Perpetual Care.
2. Upon the full payment of the above total charges, the Cemetery agrees to sell to BUYER(S) a plot(s) of ground measuring _____ feet wide by _____ feet long in 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 interments or disinterments, or in the description, transfer, or conveyance of any plot, either by canceling such conveyance and substituting and conveying in lieu thereof another plot 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 interment of the remains of any person in such location, the Cemetery reserves, and shall have, the right to remove and reinter the remains to such other location of equal value and similar location as may be substituted and conveyed in lieu thereof.
4. IT IS FURTHER AGREED that said plot 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.
5. IT IS FURTHER AGREED that the Cemetery, its successors and assigns are authorized to periodically inspect the integrity of the plots and/or stones and repair or maintain them as needed.
6. Tombstones, plot markers and/or monuments will be an additional cost to the BUYERS, and are to be purchased from, supplied by, and installed by appropriate cemetery stone vendors.
7. 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.

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

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

10. 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.

11. 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 interment 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.