

Catholic Cemeteries, Diocese of Springfield in Illinois Burial Easement / Interment Contract

Cemetery Name / Location: _____

Pastor (Administrator) / Cemetery Manager: _____

Parish / Cemetery Office Address, City, State, Zip: _____

Phone: _____

Buyer: _____

Buyer # 2: _____

Address, City, State, Zip: _____

Phone: _____

Name of Deceased: _____

This is a contract of sale to the Buyer(s) for the rights of Interment / Entombment described below.

Buyer(s) agree to all terms of the contract.

Description of the Rights of Interment / Entombment

The rights of interment / entombment you are purchasing entitle Buyer(s) to have interred or entombed _____ casket(s) and / or urn(s) containing only human remains in _____ cemetery in:

Section _____ Block _____ Row _____ Lot _____ Grave(s) _____ Crypt _____ Niche _____ Tier _____

of Graves: _____ Cost per grave: _____ Income care: _____ Amount: _____ # of

crypts/niches: _____ Cost per crypt/niche: _____ Income care: _____ Amount: _____ # of

interments: _____ Cost per interment: _____ Income care: _____ Amount: _____

Inscription fee: _____ Amount: _____

Additional item(s): _____ Amount: _____

Monetary advances made on buyer's behalf: _____ Amount: _____

Total due: _____

Payment type: _____ check # _____ Date paid: _____ Payment amount: _____

Notes: _____

I have read the foregoing and agree to be bound by all terms of this contract, including the back and acknowledge receipt of a completed copy of this contract: Buyer: _____ Date: _____

Buyer: _____ Date: _____

Pastor (Administrator) Cemetery Manager: _____ Date: _____

Additional Terms

CANONS AND REGULATIONS: The purchase of easement rights and subsequent use of all burial property at any Diocese of Springfield in Illinois cemetery designated as the Seller, shall at all times be subject to all the canons, regulations, laws and discipline of the Roman Catholic Church, the Diocese of Springfield in Illinois and the Parish now in force or later enacted to the Cemetery for the government, control and management of the Cemetery. Buyer acknowledges that nothing contained in this Contract shall restrict the Cemetery's rights with respect to the operation of the Cemetery. The Seller shall have the authority to operate, manage and control the Cemetery, and to determine the design, type, size and location of all buildings, roads, features, improvements and policies affecting operation of the Cemetery including grave decorations, hours of operation, memorials and burial arrangements. The Cemetery reserves the right to grade and improve the Cemetery and all of the lots therein, including when applicable, mausoleum crypts and niches, including those purchased and to be purchased under this Contract.

INTERMENT/ENTOMBMENT FEE: An interment/entombment fee will be charged by the Cemetery at the time of any interment/entombment is made, if said fee has not been pre-paid or included at time of sale.

INSCRIPTION FEE: Mausoleum Crypt and Niche Buyer must purchase the inscription from the Cemetery at the time of entombment, unless said inscription is included in the cost of the Niche or Crypt. The cemetery will install the inscription when possible after the Cemetery receives payment for the inscription and Buyer pays any balance in full. Once permanent engraved memorialization has been completed on a crypt or niche it is not returnable or saleable.

ASSIGNMENT OR DESIGNATION OF INTEREST: Buyer has the right, at any time, unless in default under this Contract, to assign Buyer's interest in this Contract, *subject to the written consent of the Seller*. Such assignment must first be recorded upon Seller's records before it shall become active.

BUYER(S) RESPONSIBILITY: All of the Buyer(s) agree that they are each primarily, jointly and severably liable herein, and that no release of one or more Buyer(s) shall release any other Buyer(s).

PAYMENT OF CONTRACT: No interments/entombments may be made, no monuments/markers/inscriptions may be placed and no right of easement/entombment, or any other rights shall pass to Buyer until the Total Sale Price is paid or unless written permission is granted by the Seller. If such permission is granted, then any interment/entombment made or monuments/markers/inscriptions placed before payment in full is made shall be considered only temporary, and buyer shall not have any permanent rights of possession.

LOT/CRYPT/NICHE DIMENSIONS AND VAULTS ALLOWED: All caskets for in-ground burials must be placed in an outer burial container, as specified by the cemetery. A lot or crypt may accommodate a standard casket with the following dimensions: 2'0" high x 2' 6" wide x 84" long. Acceptable Niche urn sizes vary with each niche location and must be verified by local cemetery office before inurnment. Ground cremation vault specifications must be on file at Cemetery office and approved before burial.

CANCELLATION OF CONTRACT: The Seller retains the right and option at any time that it is unable to fulfill any part of this Contract to return to Buyer all monies paid under this Contract, this contract shall become null and void. Or in the case of the Seller being unable to provide the property selected by the Buyer, the Seller may substitute burial property, reasonably comparable in character and location to that which was originally selected.

PERSONAL USE: Buyer agrees that the right of interment/entombment being purchased in this Contract is being acquired solely for use by Buyer or member of Buyer's designee and not for speculation and not with a view of resale or redistribution of the rights of interment/entombment.

CHANGE OF ADDRESS: Buyer is responsible for informing the Cemetery Office of any change of address.

CEMETERY RULES AND REGULATIONS OF THE DIOCESE AND SELLER CEMETERY: Complete rules and regulations will be furnished upon request of Buyer.

ENTIRE AGREEMENT: Buyer agrees that this Contract and the cemetery rules and regulations as currently existing and from time to time amended contains the agreement between Buyer and Seller. Buyer understands that any statement or promise made by any counselor, agent, or other person claiming to represent the Seller shall not be binding unless contained in this Contract.

The Buyer(s) agrees to comply with the terms of this Contract and any and all regulations of the Roman Catholic Church, Diocese of Springfield in Illinois and Seller Cemetery as are existing or hereafter amended. Buyer(s) understand that this contract is binding upon Buyer(s), Buyer(s)'s heirs, Buyer(s)'s representatives and assigns.