

DISCLAIMER: This form is provided for reference only, not for legal advice. The licensee must comply with all provisions of the practice act at all times.

DATE: _____

CUSTOMER ID. # _____

COMPANY

PURCHASE AGREEMENT

Lot _____
Bronze _____
Granite _____
Vault(s) / Mausoleum / Niche _____
Miscellaneous _____

Account # _____

PURCHASER _____ S.S. # _____ (Date of Birth) _____

RESIDENCE ADDRESS _____ (City) _____ (State) _____ (Zip) _____

MAILING ADDRESS _____ (City) _____ (State) _____ (Zip) _____

LOT OWNER: _____ TELEPHONE () _____ (Home) _____ (Business) _____

Make deed as follows as instructed by Purchaser:

DEED TO: _____

The undersigned herein referred to as "Purchaser" or "You", whether one or more, hereby agree jointly and severally to purchase the following described "Items" upon the terms and conditions herein provided, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, **subject to acceptance and approval of this Agreement by the Company indicated below.**

QUANTITY DESCRIPTION ITEMIZATION

Developed

A. **Interment Spaces:** Sec. _____ Lot _____ Space # _____ Yes No
Section Memorialization Type: Upright Monument Flush with lawn Bronze Memorial
An outer burial container is required for caskets buried below ground in all of our perpetual care cemeteries. A. \$ _____

B. **2nd Interment right:** Sec. _____ Lot _____ Space # _____ Yes No B. \$ _____
At least (1) one interment must be a cremation. Maximum of (2) two interments in one space.

C. **Mausoleum Crypts:** Bld. _____ Sec. _____ Level _____ Crypt # _____ Yes No
Type Crypt: True Companion (end to end) Deluxe Companion (side by side) Single Inside Outside
All bodies must be Embalmed and placed in a casket for Mausoleum entombment.
There are casket width restrictions, check with your funeral director. C. \$ _____

D. **2nd Entombment right:** Bld. _____ Sec. _____ Level _____ Crypt # _____ Yes No D. \$ _____
At least (1) one entombment must be a cremation. Single Crypts only, Maximum of (2) two entombments. Inside Outside

E. **Niche(s)** Bld. _____ Sec. _____ Level _____ Niche # _____ Yes No
Type Niche: Glass Front Marble Front Companion Single Inside Outside
Niche dimensions vary depending on its type and location, therefore the maximum urn size is determined by the size of the niche. E. \$ _____

F. **Bronze Memorial:** Size _____ X _____ Type: Companion Individual Type Vase: None Round Rectangle
Design: Separate vase unit
Type Year Dates Only Full Date Intra Full Date Bar Scroll Loose Full Date Scroll with First Names
Scroll:

2000	DEC 12, 1950	OR	JAMES R. DECEMBER 12, 1950
			DEC. 12, 1950
			MARCH 25, 2001

 F. \$ _____

G. **Bronze Memorial Base:** Size: _____ X _____ Sq. In. _____ Type: Granite Cement G. \$ _____

H. **Monument Foundation:** Size: _____ X _____ Sq. In. _____ Type: Granite Marble Concrete H. \$ _____

I. **Installation:** \$ _____ **Short Term Care** \$ _____ **Long Term Care:** \$ _____ (In Trust) I. \$ _____
(Incl. in F.)

J. **Vault(s) (outer burial container)** _____ Standard Size Vault
Manufacturer/Model _____
 Category 1- Protective OBC Category 2- Nonprotective OBC Over Size Vault

Warranty Yes No
If the outer burial container purchased is not available at the time of need, the cemetery shall make available to the purchaser or his representative an outer burial container of equal or greater value. The purchaser or his representative is entitled to approve any substitutions. J. \$ _____

K. **OPENING/CLOSING FEE** (Unless otherwise noted opening/closing is not included) K. \$ _____

L. **OTHER** L. \$ _____

M. **OTHER** M. \$ _____

SPECIAL INSTRUCTIONS

(1) Price Cemetery Items (Total A → M)	\$ _____
(2) Less Special Discount(s)	\$ _____
(3) Less Credits (Trade-in allowance or Rewrite Credit)	\$ _____
(4) Total Cash Price (1-2-3=4)	\$ _____
(5) Less Down Payment	\$ _____
(6) Amount Financed (4-5=6)	\$ _____

DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <p align="right">%</p>	FINANCE CHARGE The dollar amount the credit will cost you <p align="right">\$</p>	AMOUNT FINANCED The amount of Credit provided to you or on your behalf. <p align="right">\$</p>	TOTAL OF PAYMENTS The amount Customer will have paid after customer has made all payments as scheduled. <p align="right">\$</p>	TOTAL SALES PRICE The total cost of your purchase on credit including your down payment of <p align="right">\$ _____</p>
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{PAYMENT SCHEDULE WILL BE:}

Number of Payments	Amount of Payments	When Payments are Due	Monthly starting
	\$		
	\$		

LATE CHARGE: If a payment is late (10 days or more after due date), you may be charged % of the payment.

PRE-PAYMENT: If you pay off early, you will not have to pay a penalty. Any finance charge refund would be based upon the "rule of 78's".

NOTICE: See the remainder of this agreement (including the reverse side hereof) for additional information about non-payment, default, and any required payment in full before the scheduled date.

PURCHASER'S RIGHT TO CANCEL: If this agreement was solicited at your residence, you may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation Form, which is a part of this agreement, for an explanation of the right.

CEMETERY'S PRIVACY POLICY: We at _____ Cemeteries do our best to protect fully your privacy. We wish to inform you of our policies regarding privacy of client information. These policies pertain to nonpublic personal and financial information about current and former clients. We have always protected, and will continue to protect, your right to privacy in accordance with the profession's high standards.

A. Information Safeguarding: In the course of our relationship with you, we may receive nonpublic personal or financial information from you, or third parties as authorized by you. This information may come from our purchase agreements, interment records, or consumer reporting agencies. We protect nonpublic personal and financial information that we collect about you by internally safeguarding your nonpublic personal and financial information, restricting access to only those employees and representatives who provide services to you. _____ Cemetery's employees are subject to a strict employment policy regarding confidentiality, and internal access to client data is restricted to trained personnel on an "as needed" basis. In addition, we will continue to maintain physical, electronic and procedural safeguards.

B. Strictly Limited Disclosure: _____ Cemetery does not share or disclose any nonpublic personal or financial information about its current or former clients, except as required or necessary to provide our services to you. In addition, we may share your nonpublic personal information, but not your financial information, with those who need access to your information to provide a service for you, including the mortuary service you have selected. All information will remain confidential.

C. Questions About Your Privacy: Your privacy is just as important to us as our ability to provide you with quality services. Please call if you have any question or concern about this statement or our privacy procedures. All privacy-related inquiries should be directed to the attention Cemetery Manager.

ADDITIONAL TERMS AND CONDITIONS: The additional terms and conditions set forth on the REVERSE SIDE hereof are a part of this Agreement and incorporated herein by reference. In the event of default in the above mentioned payments, or any part thereof, for more than thirty days, the Company shall have the right to declare this Agreement as terminated, cancelled and forfeited 10 days after mailing notice thereof to the Purchaser at the above address whether Purchaser receives said notice or not, and all payments made by the Purchaser under this Agreement shall be retained by the Company as liquidated damages, and in this event, the Company may dispose of such lot or graves herein purchased as if this Agreement had not been made. Further, at the Company's sole option, it may bring suit to collect amounts due under this Agreement and in such event the Purchaser agrees to pay a reasonable attorney's fee and court costs.

The Parties agree that this is an agreement under which applicable law excuses the Company from rendering performance to the Purchaser, and/or this is an agreement to extend financial accommodations, within the meaning of Section 365 (c) and 365 (e) (2) of the Bankruptcy Code (11 U. S. C., Section 365), because, in part, of the continuing unique and skilled services that the Company offers in connection with the use of the services and goods.

PURCHASER AGREES THAT HE OR SHE OR THEY HAS OR HAVE READ THIS AGREEMENT, INCLUDING THE REVERSE SIDE, AND UNDERSTAND THE TERMS AND CONDITIONS AND THAT THERE ARE NO CONDITIONS OR REPRESENTATIONS MADE OTHER THAN THOSE CONTAINED HEREIN.

IN WITNESS WHEREOF, the undersigned agree that they have read this Agreement and acknowledge(s) receipt of a legible completely filled in copy of this Agreement, and the attached Notice of Cancellation and Disclosures To Purchaser, they understand and accept the terms and conditions of _____ Cemetery's Privacy Policy, and furthermore, for value received, Purchaser agrees to pay to the order of the Company, at its offices, the Total of Payments as set forth in the payment schedule.

WITNESS:

_____ Code _____
 In Office In Home

 Purchaser

 Purchaser

Accepted By: _____
 Company Authorized Representative

The complete "Rules and Regulations" is located at the main cemetery office and a copy may be obtained upon request.

Back of Contract

PURCHASER UNDERSTANDS AND AGREES THAT THE FOLLOWING CONDITIONS, WARRANTIES AND COVENANTS CONSTITUTE A PART OF THIS AGREEMENT.

DISCLOSURES

DISCLOSURE OF REQUIRED CHARGES: A charge will be imposed at a later date for the following unless otherwise specifically stated above.

(a) Grave, crypt or niche openings and closings; (b) Installation charges on bronze memorials; (c) Foundation charges on monuments; (d) Short Term and Long Term Care on memorials and/or monuments. Charges for (b), (c) and (d) are determined by the total square inches of the memorial base or monument foundation.

DISCLOSURE FOR OPTIONAL CHARGES: A charge may be imposed at a later date for the following unless otherwise specifically stated above.

(a) disinterments and removals; (b) disentombments and removals; (c) Take up and refinishing of memorials; (d) Mausoleum (crypt or niche) memorialization - lettering; (e) Title transfers, duplicate deeds, cancellations.

A "DISCLOSURES TO PURCHASER" for required charges is to be provided with this Purchase Agreement stating the applicable charges at the time of the purchase. Current charges are always posted at the main office and will be made available upon request. Charges are subject to change without notice.

A. Outer Burial Containers are required for caskets buried below the ground. Composition of the OBC must be steel, reinforced concrete or the equivalent in strength and must be approved by Management prior to its use. You are not required to purchase an OBC from the cemetery. A list of approved manufacturer's is provided on the "DISCLOSURES TO PURCHASER". The two (2) types of outer burial containers are:

1. **Category 1- Protective Outer Burial Container-** an outer burial container (vault) in which a casket or similar burial device is placed for in-ground interment and is designed and constructed to support the weight of the earth and standard cemetery maintenance equipment and to prevent the grave from collapsing while resisting the entrance of water or any other element found in the soil in which it is interred.
2. **Category 2- Nonprotective Outer Burial Container-** a nonsealing outer burial container (grave liner) in which a casket or similar burial device is placed for in-ground interment and is designed and constructed to support the weight of the earth and standard cemetery maintenance equipment and to prevent the grave from collapsing.

THE COMPANY AGREES

- A. To convey by deed the perpetual and exclusive use forever of said selected space(s), crypt(s) or niche(s) covered by this Agreement solely as a place of deposit for dead human bodies (Interment, Entombment or Inurnment Rights), thereof by good and sufficient conveyance to Purchaser when payment in full has been made by Purchaser, said conveyance, however, to be subject to the Rules and Regulations and provisions now or hereafter enacted by the Company.
- B. When payment in full has been made by Purchaser and upon Purchaser's directions to furnish and install the items hereby purchased, Company agrees to provide such items within a reasonable time; however, any installation is subject to the Rules and Regulations and provisions now or hereafter enacted by the Company.
- C. The Company makes no warranties of fitness or merchantability, expressed or implied, written or oral. There are no warranties which extend beyond the description of the face hereof, the only warranties available in connection with the goods sold are the express written warranties, if any, extended by the manufacturers thereof. The Purchaser acknowledges the availability of said express warranties, if any, and their contents.
- D. *Upon final payment of interment space(s), mausoleum crypt(s), cremation niche(s) or memorials purchased with this Agreement to irrevocably deposit with the trustees of the perpetual care fund a sum as required by the laws of this State. An irrevocable trust fund has been established in a Trust Institution in the State of South Carolina. The net income of the Care and Maintenance Trust Fund is used solely for the care and maintenance of the cemetery, for reasonable costs for administering the care and maintenance and for reasonable costs for administering the trust fund.*
- E. When this contract provides for the purchase of a Bronze Memorial or Private Family Mausoleum, the Company agrees to provide "ALL RISK PROTECTION" on these items; this is protection against damage or loss due to AUTOMOBILE, VANDALISM, or THEFT and provides for the refinishing, repair or replacement as the Company deems necessary.

THE PURCHASER AGREES

- A. To comply at all times with all Rules and Regulations now or hereafter made and promulgated for the operation, care and control of the Cemetery.
- B. That the Company shall have sole authority to design, effect and maintain all improvements, roads and plantings. Unless otherwise authorized by the Company, in writing, any and all work, including, but not limited to, all interments, disinterments, entombments, disentombments and inurnments shall be performed exclusively by personnel of the Company.
- C. The Company has the right to make the necessary correction of errors, made by its personnel, at its own expense, upon notification of the appropriate parties, including, but not limited to, the removal of the interred, entombed or inurned, where interment, entombment or inurnment has been made on unauthorized property.
- D. The space(s), crypt(s) or niche(s) purchased under this Agreement shall be used solely for family burial purposes and not for investment speculation, and that the Company nor its agents, in any way, represent or guarantee a sale thereof.
- E. That the Interment, Entombment or Inurnment Rights purchased under this Agreement cannot be subdivided or sold in part without the written approval and consent of the Company.
- F. That this Agreement, or the conveyance above mentioned, may be transferred only with the prior written consent of the Company, which consent the Company shall not unreasonably withhold.
- G. IF A SELECTION OF A SPECIFIC PROPERTY IN WHICH INTERMENT, ENTOMBMENT OR INURNMENT RIGHTS ARE PURCHASED UNDER THIS AGREEMENT IS NOT MADE AT THE TIME OF EXECUTION OF THE AGREEMENT BY THE PURCHASER, THE PURCHASER AGREES TO MAKE SUCH SELECTION BEFORE THE END OF A THIRTY (30) DAY PERIOD AS MEASURED FROM THE DATE OF THIS AGREEMENT, SHOULD PURCHASER FAIL TO MAKE SUCH SELECTION WITHIN THE PRESCRIBED TIME PERIOD, THE PURCHASER AGREES THAT THE COMPANY MAY MAKE SUCH SELECTION FOR HIM AND THE PURCHASER FURTHER AGREES TO ACCEPT A DEED UPON PAYMENT OF THE FULL PURCHASE PRICE FOR THE INTERMENT, ENTOMBMENT OR INURNMENT PROPERTY SO SELECTED, IF PURCHASER IS NOT SATISFIED WITH SELECTION OF PROPERTY MADE BY THE COMPANY, PURCHASER MAY EXCHANGE WITHIN THE SAME SECTION, SUBJECT TO AVAILABILITY AT NO ADDITIONAL COST.
- H. Purchaser agrees that if the lot(s), crypt(s) or niche(s) selected have been sold or reserved prior to the acceptance of the Agreement, the Company, upon notification to the Purchaser, shall have the right to substitute equal, or reasonably equal property.

- I. Purchaser shall have the right to use the property purchased hereby for interment, entombment or inurnment at any time hereafter, provided that the full purchase price has been paid for the interment, entombment or inurnment property sought to be used, or provided that the total payments to date of the interment, entombment or inurnment equal or exceed that proportion of the full purchase price which the number of interment, entombment or inurnment bears to the total number of interment, entombment or inurnment property units agreed to be purchased hereunder. NO INTERMENT, ENTOMBMENT OR INURNMENT MADE PRIOR TO THE PAYMENT OF THE FULL PURCHASE PRICE OF ALL INTERMENT PROPERTY PURCHASED HEREUNDER SHALL BE CONSTRUED AS PASSING TITLE TO THE PROPERTY SO USED.
- J. If an Agreement with no Finance Charge must be re-written to add a Finance Charge, the Finance Charge will be computed from the date of the original Agreement.
- K. If this Agreement covers two spaces and in the event an interment must be made before the section is ready for interment, Purchaser will be allowed to make a permanent selection in the most recently developed section of the Cemetery at no additional cost. If this Agreement covers more than two spaces, a temporary space or crypt will be loaned to the family until the chosen section is developed, at which time the deceased will be moved at no charge. It is further understood that if the Purchaser wishes to use these spaces for someone other than himself before the section is developed, Purchaser must pay the difference in price to move to a developed section.
- L. In the event an entombment or inurnment must be made before the building is completed, the Company will provide entombment or inurnment in an existing building, at no cost to the family. Upon completion, the removal and re-entombment will be made at no charge. The Purchaser hereby consents to such procedure and transfer should the need arise.
- M. Undeveloped or otherwise discounted property is available for purchase only by those in good health who wish to pre-arrange ("The Living Offer").
- N. In signing this Agreement, the Purchaser agrees that the title to the property herein described shall remain with the Company until it is fully paid for in cash, and that in case of any default by Purchaser, the Company shall have the right to reclaim the property, to take possession and remove same, and Purchaser specifically waives any hearing before possession is regained and hereby acknowledges that the title, control, and the right of removal is retained by the Company until all amounts are paid in full.
- O. The Company shall not be deemed to have waived any of its rights hereunder unless such waiver be in writing and signed by the Company. No delay or omission by the Company in exercising any of its rights shall operate as a waiver of such right and a waiver in writing on one occasion shall not be construed as a consent to or the waiver of any right or remedy on any future occasion.

Name of Cemetery

DISCLOSURES TO PURCHASER

Date of Purchase

Disclosure of Required Charges: The following is a list of current charges associated with all merchandise, memorials and services required by the cemetery.

A. Opening and Closing Charges:

Opening and Closing Charges are determined by (1) the type of burial (ground, mausoleum, cremation): (2) the size of the grave opening (adult, youth, child, cremation): (3) the day of the week the services are provided: (4) the time of the day the services are provided. There is an additional charge for oversized graves and services arriving after normal business hours.

The fee for an **adult** ranges from:

_____	to	_____	Ground burial
_____	to	_____	Mausoleum entombment
_____	to	_____	Cremation ground burial or niche inurnment

B. Outer Burial Containers

An outer burial container is required for caskets buried below ground.

You are not required to purchase an OBC from the cemetery.

List of Accepted Manufacturers: _____

C. Memorial Installation, Short Term Care and Long Term Care Charges:

Installation, short term care and long term care charges (also referred to as installation, care and maintenance) are required on a memorial before it can be installed in the Cemetery. The charges are determined by the total square inches of the memorial base.

The current **per square inch charges** are:

_____	Installation
_____	Short term care
_____	Long term care (TRUSTED)
\$ _____	Total charge per square inch

The charges for a qualified **3rd Party Installation** are:

(or)	A	_____	Supervision and Administrative Charge
	plus a	_____	per square inch Short Term Care Charge
	and :	_____	per square inch Long Term Care Charge (TRUSTED)
		For a total of \$ _____	per square inch plus the \$ _____ Charge.

D. Monument Foundation, Short Term Care and Long Term Care Charges.

Foundation, short term care and long term care charges are required on a monument before it can be installed in the Cemetery.

The charges are determined by the total square inches of the monuments base.

The current **per square inch charges** are:

_____	Foundation
_____	Short term care
_____	Long term care (TRUSTED)
\$ _____	Total charge per square inch

E. Processing Fees (If Any):

(I, We) have reviewed and have received for our records a copy of this Disclosure. **(I, We) also understand that these are the current fees and are subject to change in the future.**

Purchaser

Date

Purchaser

Date

Cemetery Witness

Date