

EPHRAIM PARK CEMETERY PURCHASE AGREEMENT

This Agreement is entered into this ____ day of _____ 20____, by and between the City of Ephraim, Utah, a municipal corporation of the state of Utah, and _____
_____ (names to be placed on Deed), hereinafter referred to as purchaser(s).

Recitals:

WHEREAS, the City of Ephraim keeps and maintains a cemetery known as the City Park Cemetery; and

WHEREAS, the City of Ephraim offers up for purchase lots designated for burial in the above named cemetery; and

WHEREAS, Purchaser desires to enter into this purchase agreement to acquire burial rights for one or more lots in said cemetery;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. Effective Date: This agreement shall be effective upon execution of this document by both parties.
2. Purchase Rights: This purchase is not a purchase of property. Ephraim City will maintain ownership of all cemetery properties. Upon the purchase of cemetery plots, the purchaser acquires only the right of burial and perpetual care in the said plot, subject to the rules and regulations of the cemetery
3. Purchase Price: Burial plots shall be for the following amounts:

<i>Resident:</i>	<i>Non-Resident:</i>
Purchase: \$100	Purchase: \$500
Perpetual Care: \$200	Perpetual Care: \$800
4. Convenience Fee: If monthly payments are being made there shall be a convenience fee of \$3 per month to cover the expenses associate with billing.
5. Down Payment: If monthly payments are being made there shall be a 10% down payment on each cemetery plot purchased.
6. Interest and Payoff: Interest shall be charged in the amount of 3% per annum for the first year and 6% per annum for the second year with the total balance to be paid off in two years. However, no interment will be performed until the cemetery plot is paid in full.
7. Inheritance of Burial Rights: Heirs may acquire rights to cemetery plots. Heirs must prove legal power of attorney or legal inheritance before rights to cemetery plots can be reassigned. New owners of burial rights are bound to all existing and current fees and regulations.
8. Perpetual Care: Ephraim City will provide perpetual care of the cemeteries. The City will maintain the cemetery grounds, infrastructure, roads, and all other elements. Ephraim City will also be responsible for all necessary growth and development within the cemetery. Perpetual care does not include maintenance, upkeep, or repair of any headstone, monument, marker, or flower vase.
9. Placement: Markers, monuments, and headstones that are placed in the cemeteries remain the property of the individual or family. Markers, monuments, and headstones can only be placed under the direction of the sexton. Any company or person wishing to place a marker, monument, or headstone must get approval of the sexton before arriving at the cemetery. Ephraim City will not be

responsible to repair damage, vandalism, or graffiti that may occur to any monument, marker, or headstone, unless such damage is caused by the City.

10. Default: If purchase fees are not paid in full within the two year period, burial rights to the plot will be forfeited. Additionally, if two consecutive months of non-payment occur purchaser's right to the plot will be forfeited. In the event of forfeiture, City shall retain the burial rights and the monies paid up to the date of forfeiture.

11. Total Amount Due:

- a. Number of spaces purchased: _____
- b. Number of months to purchase: _____
- c. First year interest: 3% APR X _____ ÷ 12 = \$ _____
- d. Second year interest: 6% APR X _____ ÷ 12 = \$ _____
- e. Cost per plot: \$ _____ X _____ = \$ _____
- f. Perpetual care cost: \$ _____ X _____ = \$ _____
- g. Internment (Pre-pay or pay at time of internment) = \$ _____
- h. Total Purchase Amount: \$ _____
- i. Amount Paid: - \$ _____
- j. TOTAL AMOUNT DUE: \$ _____

12. Location: Block(s): _____ Lot(s): _____ Space(s) _____

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed themselves or by their duly authorized representatives on the dates set forth above and specify the Agreement to be effective on the date this Agreement is executed. Additionally, by said execution purchaser affirms having read the *Ephraim City Cemetery Statement of Policy* and agrees to abide by all regulations stipulated, and in accordance with Ephraim City Ordinance.

_____ Dated: _____
Purchaser Signature

_____ Dated: _____
Co-Purchaser Signature

_____ Dated: _____
Ephraim City Official

PURCHASER INFORMATION:

Purchaser Name(s): _____
Mailing Address: _____ City: _____ State: _____
Phone No. _____ E-mail Address: _____

Permission of Rights to Burial Spaces (names of persons allowed to use the space(s). This list may be amended from time to time at the discretion of purchaser:

