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# IMMACULATE HEART OF MARY CEMETERY PURCHASE AGREEMENT

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## IMMACULATE HEART OF MARY CEMETERY PURCHASE AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Immaculate Heart of Mary Church in the Commonwealth of Pennsylvania, hereafter referred to as Immaculate Heart of Mary Church or Church, and \_\_\_\_\_, hereinafter referred to as Purchaser(s).

*WHEREAS*, Immaculate Heart of Mary Church keeps and maintains the Immaculate Heart of Mary Cemetery, hereafter referred to as Cemetery; and

*WHEREAS*, Immaculate Heart of Mary Church offers up for purchase lots designated for burial in the 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, and incorporating the above recitals and the mutual promises and conditions contained in the 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.** Immaculate Heart of Mary Church will maintain ownership of all cemetery properties. Upon the purchase of the cemetery burial rights, 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:  
Current Parishioner: one (1) 5ft x 10 ft lot: \$600  
Non Parishioner: one (1) 5ft x 10 ft lot: \$1000
4. Payment Payoff: Interment will not occur nor monuments be installed until plot is paid in full. Special circumstances will be addressed by the Pastor.
5. Default/Desertion: If after a period of 75 years and reasonable attempts to contact family/heirs or upon reliable information that a purchaser has been interred elsewhere, "paid in full" plots will revert back to the Church for use at the Pastor's discretion.
6. Interment: Only one body (single casket in a single vault) may be interred in a single plot. Special consideration can be made at the Pastor's discretion as in the circumstance of an adult and infant child.
7. Cremations: Up to two cremations allowed in a single plot.
8. Interment Fees: Interment fee schedules can be acquired from the Parish Office and are distinct and separate from plot prices.

9. Inheritance of Burial Rights: Heirs may acquire rights to cemetery plots. Heirs must provide legal documentation before rights to plots can be reassigned. New owners are bound to all existing and current fees and regulations. Plots with existing balances must be paid in full before reassignment. No rights can be transferred with profit. All transfers must be in writing through the Parish Office to be valid.
10. Perpetual Care: Immaculate Heart of Mary Church will provide perpetual care of the cemetery. This includes the maintenance of grounds, infrastructure, roads and all other elements. The Church will be responsible for all necessary growth and development within the cemetery. Perpetual care does not include maintenance, upkeep or repair of any marker, monument or headstone unless the damage is a direct result of church or cemetery personnel, this also includes any item placed on the gravesite that is not permanent to the lot such as vases, ornaments, etc.
11. Placement: Markers, monuments and headstones can only be placed under the supervision of the monument company under the direction of Church staff. Markers will be placed on the west side of the lot as this is the head end of the burial plot.
12. Monuments: Headstones must be in accordance with the solemnity of the cemetery. Decoration, epitaphs and symbols should be in the spirit of the Catholic Church. Crosses are the most suitable ornament and accordingly should adorn each monument. Only 1 marker per grave with the exception of additional appropriate Veterans Markers. No Monuments will be installed until the site is paid in full.  
Maximum dimensions – 30” height – 42” width per site, up to 60” for shared site.  
Footing must exceed monument with a minimum of 6” border around base.  
All monuments final approval is subject to the Pastor.  
Installers must have approval of Parish Office.  
Monuments, markers and headstones remain property of the family.
13. Burial Vaults: Caskets must be entombed in burial vaults.
14. Flowers/Decoration: All effort must be given to maintain the dignity of the cemetery. Floral arrangements --fresh or artificial-- are permitted if placed in containers that are secured to the headstone or monument. Flying debris poses a hazard to visitors. Flowers/Decorations must be disposed of within 2 weeks. Church personnel retains the right to dispose of flowers/decorations as needed. The cemetery is not responsible for any mementos left on gravesites. There are no permanent plantings allowed in the cemetery. American Flags may be permitted on Veteran’s graves from Memorial Day through Veteran’s Day.
15. General: Only human remains are allowed to be interred in the cemetery. No driving on the grass, stay on the roadways.
16. ALL RULES AND PROVISIONS ARE SUBJECT TO BE CHANGED OR AMENDED AT THE PASTOR’S AND/OR CEMETERY BOARDS DISCRETION.
17. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the Diocese of Harrisburg.

18. Entire Agreement: This Agreement contains the entire agreement between the parties and cannot be modified except by a written document signed by both parties.

19. Provisions Separable: The provisions of this Agreement are independent and separable from each other. No provision shall be affected, rendered invalid or unenforceable by virtue of the fact that another provision may be invalid or unenforceable, in whole or in part.

20. Joint & Several Obligations: All agreements, rights and obligations of Purchaser(s) shall be joint and several.

21. Total Amount Due:

# of plots purchased: \_\_\_\_\_ X Plot cost \$ \_\_\_\_\_ = **Total Due \$** \_\_\_\_\_

22. <u>Location</u>	Section: _____	Lot: _____
	Section: _____	Lot: _____
	Section: _____	Lot: _____
	Section: _____	Lot: _____

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 Terms set forth in this document and agrees to abide by all regulations stipulated, and in accordance with the practices of Immaculate Heart of Mary Church and the Diocese of Harrisburg.

\_\_\_\_\_  
*Purchaser Signature*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Co-Purchaser Signature*

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Immaculate Heart of Mary Signor*

Dated: \_\_\_\_\_

