

Whereas the purchaser wishes to purchase from the Owner the interments rights described below in the Whispering Pines Cemetery.

DESCRIPTION: **Row**_____ **Lot**_____ **Niche**_____

THEREFORE the owner and purchaser agree as follows:

1. **PURCHASE PRICE** The total purchase price shall be **\$0.00 (Dollars and Cents)** witch sum includes the changes and all applicable taxes.

As itemized below:

Adult & Child Lot or Niche	
Care & Maintenance	
Sub-Total	
H.S.T. 13% (R1088079013)	
Total	

2. **CARE AND MAINTENANCE** Forty percent (40%) of the purchase price for a Cemetery Lot or 15% of the purchase price for a niche set out in Clause 1 to this Contract shall be set aside for the care and maintenance fund, provided that the minimum amount to be set aside shall be **\$0.00**.
3. **RESALE** Resale of interment rights by the Purchaser is prohibited.
4. **CEMETERY BY LAWS-** Copies of the by-laws governing the operation of the Cemetery and the exercise of interment rights in the cemetery, hereinafter referred to as the "by-laws" are attached hereto and have been received and read and purchaser agrees to be guided by the said by-laws as well as the provisions of the cemeteries act (revised) and regulations made thereunder.
5. **CERTIFICATE OF INTERMENT RIGHTS** A certificate of interment rights will not be issued until the interment rights have been paid for.

6. REPURCHASE BY CEMETERY OWNER Subsection(23) (1) of the Cemeteries act (revised) provides that an interment rights holder may require by written demand, the owner to repurchase the rights at any time before they are used. Subsection 30 (1) of the regulation further provides that the repurchase price shall be determined by establishing the amount paid by the purchaser for the rights (as set out in clause 1 of this contract) less the amount the owner paid into the care and maintenance fund in respect of the interments rights (percentage set out in clause 2 of this contract).

In accordance with these requirements, the repurchase price to be paid by the owner for each lot to which the interment rights relate shall be: **\$0.00 (Dollars and Cents)**

7. **LIMITATION-RESTRICTIONS** The following limitations and restrictions apply to the exercise and transfer of the interment rights: Written permission must be submitted to the owner for any interment, other than the interment rights holder for each lot.
8. **DOCUMENTS** Before a person may exercise the interment rights, the following Documents must be provided to the owner:

Interment Order	Certificate of Interment Rights
Burial Certificate	Cremation Certificate
Other (specify) _____	
9. **CONDITIONS OF CONTRACT** It is a condition of every contract for the purchase of interment rights that if a purchaser transfers an interment right.
 - a) the purchaser shall give notice of the transfer to the cemetery owners and return the original certificate of interment rights to the owner and;
 - b) the owner shall issue a new certificate of interment rights to the transferee. O.Reg. 132/92, s.27 (3)

Note: Transfer means a gift, bequest or other transfer made without consideration.

10. DATE OF PURCHASE: **Date**
11. The Purchaser, by acceptance of this certificate indicated that the By-Laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-Laws as well as the provisions of the *Cemeteries Act (Revised)* as if these were included as part of this certificate.

IN WITNESS WHEREOF the owner and the purchaser have hereunto set their hands and seal.

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:**

WITNESS

SIGNATURE OF OWNER
(Or licensed representation)

WITNESS

SIGNATURE OF PURCHASER