

Certificate Number: \_\_\_\_\_

Prior relevant certificate number(s): \_\_\_\_\_

Prior relevant interment space(s): \_\_\_\_\_

Type of Certificate (circle): (Original -Replacement - Transfer)

Interment Space(s): \_\_\_\_\_

**(INSERT NAME OF CEMETERY)**

**CERTIFICATE OF INTERMENT RIGHTS**

This certifies that (Insert name of cemetery) (“Cemetery”) has sold and conveyed to \_\_\_\_\_ (“Purchaser, heirs & assigns”) the interment space(s) described above in the Cemetery for the total price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) with the following terms and conditions:

1. The interment space(s) is to be used for interment purposes only and the Purchaser’s rights are limited by and subject to the Cemetery’s rules and regulations as now existing or as amended in the future.
2. This certificate of interment rights conveys only a right to be interred in the interment space(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one interment will be permitted in the interment space unless specifically authorized by the Cemetery.
3. Services related to interment in the interment space(s) are not included in the rights conveyed and are subject to the Cemetery’s service charges and availability. These charges will be determined at the time they are purchased and are subject to change.
4. The Cemetery must receive the following information prior to any interment. The notice must include the name of the deceased, the deceased’s birth date, the deceased’s date of death, next-of-kin, funeral establishment (if any) and any other required information.
5. Purchaser has the right to sell and convey the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after it is recorded at the Cemetery and a new certificate of interment rights is issued to the

new owner.

- 6. The Cemetery shall use the Purchaser's address for any official notices concerning the interment space. The purchaser shall notify the cemetery of any change in their address.
- 7. The terms and conditions described herein are binding upon the Purchaser's heirs, successors and assigns and enforceable only by the Cemetery.

PURCHASER'S SIGNATURE:

\_\_\_\_\_

PURCHASER'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**(INSERT NAME OF CEMETERY)**

By: \_\_\_\_\_  
(Insert Title)

**Draftor's Note:** The disclosure required under the Truth in Lending laws may need to be added to this form. If the cemetery does not use a separate purchase agreement form, it may wish to add provisions similar to the following:

- 8. Of the total purchase price, \_\_\_\_\_ percent (\_\_\_\_ %) shall be deposited in the Cemetery's (Insert "Maintenance Fund", "Perpetual Care Fund" or "Endowment Fund") and devoted to the cemetery's care and maintenance under the terms of the (Insert name of the applicable trust agreement).

- 9. The purchase price shall be paid as follows:

\$ \_\_\_\_\_ cash at the time of purchase  
\$ \_\_\_\_\_ per month beginning \_\_\_\_\_ and ending \_\_\_\_\_.

and/or \_\_\_\_\_

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No interest will be charged if payments are made as set forth. The price set forth is guaranteed, absent Owner's default of these payment terms. Interment(s) in the interment space(s) will not be permitted until the purchase price has been paid in full. The Cemetery will notify the Owner of any default. If payment is not received, the Cemetery shall have the right, 30 days after notification of the default, to revoke this agreement and retain all sums retained by it as liquidated damages.