

TWENTYNINE PALMS PUBLIC CEMETERY DISTRICT

5350 Encelia Avenue

Twentynine Palms, California 92277

Phone (760) 367-9316 Fax (760) 367-0117

STATE LAW gives you the right to know about future plans to use this cemetery for any other purpose. If you want to receive information about a future change, you must contact the local planning office and pay a small fee.

AGREEMENT TO PURCHASE

BURIAL RIGHTS, ENDOWMENT CARE, MERCHANDISE, AND SERVICES

This Contract is executed this ___ day of _____, 20___ by and between the TWENTYNINE PALMS PUBLIC CEMETERY DISTRICT, OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, hereinafter called "SELLER" and _____, residing at _____, hereinafter called "BUYER".

SELLER agrees to sell, and BUYER (jointly and severally, if more than one) hereby agrees to buy, subject to the terms and conditions hereinafter set forth, the following described burial rights, endowment care, merchandise and services. To wit:

SECTION _____, LOT _____, GRAVE _____ IN THE TWENTYNINE PALMS PUBLIC CEMETERY.

CONTRACT # _____

Table with 2 columns: Description and Price. Rows include BURIAL RIGHTS (PLOT COST), ENDOWMENT CARE (NON-REFUNDABLE), VAULT OR LINER, TAX ON VAULT OR LINER, HANDLING, OPENING AND CLOSING, MARKER SETTING FEE, 1.) TOTAL PRICE, 2.) DOWN PAYMENT (MIN. ENDOWMENT FEE), 3.) PRICE LESS DOWN PAYMENT (Subtract Item 2 From Item 1), 4.) SERVICE CHARGES \$1.50 X 12-18-24 MONTHS *, 5.) TOTAL PRICE + SERVICE CHARGES (Add Item 3 and Item 4), 6.) MONTHLY PAYMENTS (Divide Item 5 By Number Of Payment Months).

TOTAL OF PAYMENTS shall be paid by BUYER in ___ installments of \$_____ each on the ___ day of each MONTH beginning _____, 20___ and continuing thereafter until said contract balance, together with such other sums as are herein provided are fully paid. The service charge applies from _____, 20___. All installments and amounts payable hereunder are payable at the office of the SELLER. If any installment is in default for a period of not less than ten days, BUYER agrees to pay a delinquency charge on each of said delinquent installments in an amount of 5% of such installment or \$5.00 whichever is less, provided, however, that a minimum charge of \$2.00 shall be made for any such delinquency. Reasonable attorney's fees and costs shall be awarded by the court to the prevailing party in any such action on this contract.

* Note: The SELLER agrees to waive the \$1.50 monthly service charge for any and all on-time payments paid with cash or check.

BUYER and SELLER further agree as follows:

1. Certificate of Burial Rights to said property shall not pass to BUYER until the contract balance and other sums due hereunder are fully paid in cash. No interment in said property will be allowed until the contract balance and other sums due hereunder are fully paid in cash, and the at-need fees are paid in cash. Contracts in default for more than 6 months will be cancelled and all payments shall be forfeited upon action by the District Board of Trustees.

2. The conveyance for said interment spaces shall be subject to all rules and regulations now existing and which may be hereafter adopted for the operations, care, and control of the Twentynine Palms Public Cemetery.

3. The contract shall be terminated if the BUYER ceases to be legally eligible for burial in this cemetery prior to completing all payments due hereunder. In such event, the District will refund all amounts paid hereunder with the exception of \$_____, which shall be retained by District as compensation for administrative costs and the non-refundable endowment fee.
4. No warranties express or implied, representations, promises, or statements have been made by SELLER unless endorsed herein in writing. This agreement contains all the covenants and promises between the parties, and no agent or representative of either party has authority to modify, add to, or change any of the terms and conditions herein set forth, nor the terms or conditions of the receipt of payment.
5. This agreement shall become effective when signed by an authorized official of the SELLER and thereafter it shall apply to and bind and inure to the benefit of the SELLER and the heirs, administrators, executors, and assigns of the BUYER, and whenever the Buyer is mentioned herein, it shall include the heirs and assigns of the Buyer's as if they were specifically set out.
6. NOTICE TO BUYER: (1) Do not sign this agreement before you read it, or if it contains any blank spaces, (2) You are entitled to a completely filled in copy of this agreement. BUYER DOES HEREBY ACKNOWLEDGE FULL DICLOSURE OF THE CONTENTS OF THIS AGREEMENT AND RECEIPT OF A FULLY COMPLETED AND EXECUTED COPY THEREOF.

SELLER:

_____ SIGNATURE: _____
 TWENTYNINE PALMS PUBLIC CEMETERY DISTRICT
 5350 ENCELIA AVENUE
 TWENTYNINE PALMS, CA 92277

BUYER:	SIGNATURE:	
STREET ADDRESS:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
HOME PHONE:	WORK PHONE:	

BUYER:	SIGNATURE:	
STREET ADDRESS:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
HOME PHONE:	WORK PHONE:	

THE PURCHASER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION PROVIDED NO INTERMENT OR SUBSTANTIAL SERVICE OR MERCHANDISE HAS BEEN PROVIDED HEREUNDER.

WRITTEN NOTIFICATION TO: TWENTYNINE PALMS PUBLIC CEMETERY DISTRICT

**ENDOWMENT CARE FUND PORTION OF CEMETERY FEES IS NOT REFUNDABLE IN THE EVENT OF RECONVEYAL TO THE CEMETERY DISTRICT OF THE HEREIN DESCRIBED GRAVES.