

# TERMS AND CONDITIONS

1. A Certificate of Interment Rights to said property shall not pass to BUYER until the contract balance and other sums due hereunder are paid in full. No interment in said property will be allowed until the contract balances and other sums due are paid in full. Contracts in default for more than six (6) months will be canceled and all payments shall be forfeited upon action of the Board of Trustees.
2. The BUYER agrees that said interment rights are purchased for use and not for speculation or investment. BUYER further agrees and understands that any additional service, merchandise, additions, changes or needs not listed in said contract will require payment 24 working hours before the use of the contract. These additions which may include, but will not be limited to:
  - a. If the interment of the deceased is eligible for burial, but is not a resident of the district and owned no property in the district at the time of death, a non-resident fee will be charged before the burial is made.
  - b. If the burial is made on the weekend or a holiday, the overtime fee will be paid before the burial is performed.
  - c. If at the time of burial an oversize outer burial container vault is determined to be needed to accommodate the casket, an additional fee will be required, and if necessary an additional lot.
3. *The conveyance and succession for said interment rights shall be subject to the California Health and Safety Code Section 9069, Chapter 5.5, Interment Rights and all SELLERS rules and regulations, which may be duly adopted in policies rules and regulations for governing the use, sale, or other transfer of interment rights.*
4. *If the buyer is deceased and said contract has not been used for interment, substantial service or merchandise, and have not been sold or gifted by the BUYER, said rights will succeed in the order of Assignment Designation. If no assigned designee makes claim on said interment rights, they shall pass according to the laws of intestate succession as set forth in section 6400 to 6413, inclusive of the California Probate Code.*
5. If this contract is terminated by the BUYER, the SELLER will refund all amounts paid hereunder with the exception of **\$325.00**, which includes any and all Endowment Care and Service Charges (if paid) which shall be retained by the SELLER.
6. BUYER shall have the right at any time hereunder, unless in default, to assign his interest in this agreement to an eligible person, provided such assignment is first recorded on the books of the SELLER and transferred according to the rules and regulations as required by the SELLER.
7. No warranties, expressed or implied, representations, promises, or statements have been made by the 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 or change any of the terms and conditions herein set forth nor the term or conditions of the receipt of payment.
8. This agreement shall become effective when signed by an authorized official of the SELLER, and thereafter it shall apply to, bind and insure to the benefit of the SELLER and the heirs, administrators, executors and assignees of the buyer. Whenever the BUYER is mentioned herein, it shall include the heirs and assignees of the BUYER as they were specifically designated by the Burial Rights Successor Affidavit.
9. You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth (5th) calendar day after the date of this transaction, provided no interment, substantial service, or merchandise has been provided hereunder. To cancel, deliver or mail written notice of your intent to: Guadalupe Public Cemetery District, 4655 W. Main Street, Guadalupe, CA 93434.
10. NOTICE TO THE BUYER: Do not sign this agreement before you read it, or if it contains any blank space. You are entitled to a complete filled-in copy of this agreement. BUYER DOES HEREBY ACKNOWLEDGE FULL DISCLOSURE OF THE CONTENTS OF THIS AGREEMENT AND RECEIPT OF FULLY COMPLETED AND EXECUTED COPY THEREOF.

SELLER:	BUYER:	
Guadalupe Public Cemetery District 4655 W. Main Street Guadalupe, CA 93434	BUYER:	
	ADDRESS:	
	PHONE:	