70 Gulf Street Milford, CT 06460 Buyer(s): Name Name Address Address City/State City/State Telephone Number Telephone Number 1. Seller sells and Buyer purchases burial rights to: Section: Lot(s): ______, Grave(s): ______ for the price of \$ ______ for each grave site, including perpetual care. The total "Purchase Price" for the burial rights conveyed by this contract is \$ ______. Seller acknowledges receipt of the Buyer's first payment in the sum of \$ Buyer agrees that the price for each grave site set forth above is valid only through the last installment date set forth below and that, thereafter, the price of any grave site not fully paid for on time shall be equal to the prevailing rate for a comparable grave site (to be determined as of the date of payment in full) and the Buyer further agrees to pay to Seller the applicable increase in the Purchase Price prior to the use of such grave site. 2. Buyer jointly and severally promises to pay the unpaid balance of the Purchase Price in two (2) additional installments: (1) \$ _____ on or before _____; and (2) \$ _____ on or before 3. Buyer agrees to pay the Purchase Price in full on or before the last installment due date and understands that Buyer acquires no burial rights and can not use any of the grave site(s) identified in this contract until the Purchase Price is paid in full. The Buyer(s) may cancel this contract for a full refund at any time before the last installment due date provided Buyer is not in breach of this contract at the time Seller receives written notice of Buyer's cancellation. 4. Buyer understands that this contract is for burial rights only and conveys no property interest in or title to Seller's real property. All burial rights are subject to the laws of the State of Connecticut and the reasonable rules and regulations established by the Seller for the safe, orderly and convenient operation of the cemetery. The Buyer(s) acknowledges receipt of a copy of Seller's current rules and regulations and agrees to abide by these rules and regulations as well as by any reasonable changes and additions and regulations as well as by any reasonable

Seller: St. Mary Cemetery Association

upon request.

(90%) of the per site Purchase Price set forth above.

6. In the event that Buyer fails to pay any installment of the Purchase Price within thirty (30) days after such installment is due or is otherwise in breach of Buyer's obligations under this contract, in addition to any other remedies under law, Seller shall have the following options: (1) to declare the entire Purchase Price immediately due and payable or (2) to cancel this contract and return any payments made, to date, to the Buyer less ten per cent (10%) of the total Purchase Price which the parties agree that Seller should retain or collect as liquidated damages. In the event the Buyer breaches this contract, in addition to the Seller's damages, Buyer agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by Seller in the enforcement of this

changes and additions thereto. Seller agrees to provide Buyer(s) with updated copies of its rules and regulations

5. Buyer agrees that the burial rights identified in this contract are for the exclusive use of Buyer and Buyer's family and may not be transferred or assigned to a non-family member without Seller's prior written approval. Unless and until Buyer uses any fully paid grave site, Buyer may transfer that grave site back to the Seller's for ninety per cent

contract. Seller's failure to exercise any right or option available to it shall not constitute a waiver of the right to exercise the same in the event of a subsequent default.

- 7. Dispute Resolution Procedure: Buyer may call St. Mary Rectory at (203) 878-3571 with any inquiries or complaints regarding payments, regulations, locations, burials, memorials or plantings. Your calls will be directed to the cemetery supervisor of St. Mary Cemetery who will provide you with the requested information. Buyer may contact the Connecticut Department of Public Health and Addiction Services or the Milford Health Department regarding complaints about alleged health code or permit violations of Sections 7-64 to 7-72, inclusive, 19a-310 and 19a-311 of the Connecticut General Statutes.
- 8. In the event there is more than one Buyer, the term "Buyer" shall be deemed to refer to each and every person named and they shall each be jointly and severally liable to Seller.
- 9. This contract shall be binding upon and inure to the benefit of Seller and Buyer and their heirs, successors and assigns.
- 10. Any notice required or permitted to be given under this contract shall be in writing and mailed to the address of the recipient set forth above, unless written notice of a change of address has previously been given to the other parties tothis contract.

BUYER:	BUYER:
DATE:	DATE:
SELLER:	
BY:	
lts DATE:	

Cemeteries, like homes and neighborhoods, can be beautiful and attractive, or cluttered and untidy. This depends in part on the adherence to cemetery regulations. Only by your cooperation, and by our strict enforcement, can we attain our common goal of keeping a beautiful and attractive cemetery.