

CERTIFICATE AND AGREEMENT OF INTERMENT RIGHTS

**ELGIN, IOWA
FAYETTE COUNTY**

This Agreement certifies that the City of Elgin, Fayette County, Iowa as Grantor/Seller, has sold and conveyed to (Purchaser, heir & assigns):

Name: _____ Phone: _____

Address: _____

_____ the interment

space(s) described as:

Elgin City Cemetery: Addition, Lot, Space(s): _____

for the total price of: \$ _____, of which twenty (20%) shall be deposited in the Cemetery's

Perpetual Care Fund and devoted to the cemetery's care and maintenance. The Perpetual Care Fund is

Irrevocable, deposits into this fund cannot be withdrawn, and the fund's income shall be used by the

seller for care of the cemetery.

Agreement is subject to 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 interment rights agreement 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 a limitation of one traditional interment with vault followed by two cremation; or two cremations will be permitted in the interment space, unless specifically authorized by the cemetery.
3. Service related to interment in the interment space(s) are not included in the rights conveyed. The purchase price does not include the cost of grave opening at the time of burial.
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 date of death, next-of-kin, funeral establishment (if any), if the deceased served in the military which branch, and any other required information. The funeral home handling the arrangements may provide this 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(s). The purchaser shall notify the cemetery of any change in their address.
7. The Cemetery will provide perpetual care of the Cemetery grounds, which shall include, but is not limited to, mowing of all lots and graves at reasonable intervals, sodding or seeding and filling in sunken graves to lot level, removing dead flowers and trimming trees and shrubbery when necessary, and raking and cleaning the lots. Perpetual care does not include maintenance, upkeep, or repair of any headstone, monument, marker or flower vase.
8. ALL items must be on the base of the monument year around, except from May 1, to June 15. 9. Headstones, monuments or markers that are placed in the Cemetery remain the property of the individual or family. Headstones, monuments or markers can only be placed under the direction of the Cemetery. Any company or person wishing to place a headstone, monument or marker must get approval of the Cemetery before arriving at the Cemetery. The Cemetery shall not be responsible to repair damage, vandalism or graffiti that may occur to the headstone, monument or marker.

10. Until such time as interment space(s) described are used, either through burial or installing a headstone, monument, or flower vase, the Purchaser may substitute other appropriate space(s) located in the Cemetery by paying the difference in cost of desired space(s) and transfer fee.

11. The purchase price shall be paid in full at time of purchase.
12. Once payment is made, this agreement is irrevocable. Cemetery does not provide refunds or buy backs of purchased interment space(s).
13. The terms and conditions described herein are binding upon the Purchaser's heirs, successors and assigns and enforceable only by the Cemetery.
14. The Cemetery shall only convey developed interment space(s).
- 15.. The cemetery shall set aside and deposit in the care fund an amount equal to or greater than fifty dollars or twenty percent of the gross selling price received for each sale of interment rights, whichever is more.
16. The care fund is an irrevocable trust, that deposits cannot be withdrawn even in the event of cancellation, and the trust's income shall be used by the cemetery for its care.
17. This is not a multi-item contract.

THIS CERTIFICATE AND AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRES OR COMPLAINTS AT (515) 281-5705. WRITTEN INQUIRES OR COMPLAINTS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 601 LOCUST STREET 4TH FLOOR, DES MOINES, IOWA 50309

_____ Date: _____
Purchaser/Representative Signature

_____ Date: _____
Cemetery Representative for City of Elgin, Iowa