



CITY OF COPPELL. TX  
 400 S Freeport Pkwy  
 Coppell, TX 75019  
 www.rollingoaksmemorialcenter.com

### PURCHASE AGREEMENT

Contract # 00000060

Sales Date: 07/06/2009

Purchaser: [Redacted]

Co-Purchaser: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Names on Certificate: \_\_\_\_\_

1. **Purchases:** The Purchaser agrees to purchase and the cemetery agrees to sell, subject to all the terms and conditions set forth in this Agreement and to the Rules and Regulations of the Cemetery, now or hereafter in effect:

Item	Description	Quantity	Price	Total
COL1/1-2	Bld-COL1 Wall-WF1 Tier-B Nch-2	1	\$1,695.00	\$1,695.00

ALL PAYMENT MUST BE BY EFT WITHDRAWL

Purchase Price \$1,695.00

Down Payment \_\_\_\_\_

12 Payments at \$127.08

Sales Tax \$0.00

EFT Payment Date \_\_\_\_\_

Total Purchase Price \$1,695.00

2. **Continuing Care Fund:** In accordance with applicable Texas law and the Rules and Regulations of the Cemetery, the Purchase Price includes a contribution to the Continuing Care Fund of Rolling Oaks Memorial Center in an amount at least equal to fifteen percent (15%) of the purchase price of the Rights set forth above, which shall be used for the purposes of maintaining the grounds of Rolling Oaks Cemetery.

3. **Validity and Effective Date:** This Agreement shall not be valid unless and until it is executed and delivered by both the Purchaser and the Cemetery. This agreement shall be effective as of the later to occur of the date the Purchaser and the Cemetery execute this Agreement.

Rolling Oaks Memorial Center

Purchaser:

BY : \_\_\_\_\_

PURCHASER: \_\_\_\_\_

TITLE: \_\_\_\_\_

CO-PURCHASER: \_\_\_\_\_

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

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

## ADDITIONAL TERMS AND CONDITIONS

**4. CONDITION PRECEDENT TO OWNERSHIP RIGHTS-PAYMENT OF PURCHASE PRICE:** With respect to the Rights being purchased and sold hereunder, open and close of the grave must be paid in addition to the interment rights. No interments or inurnments may be made, no memorials may be placed and no right of ownership or possession or transfer shall occur until all installment payments related thereto, have been paid in full.

**5. DEFAULT BY THE PURCHASER IN PAYMENT OF PURCHASE PRICE:** If the purchaser or co-purchaser fails to make timely payment on this purchase agreement, after ninety (90) days from the past due payment, the Cemetery has the right to consider the Agreement null and void. The items listed on this Purchase Agreement will be returned to inventory. In the event of such cancellation, the Cemetery shall be released from any and all obligations hereunder and shall retain such portion of the Purchase Price.

**6. OWNERSHIP OF RIGHTS-TIME OF PASSAGE AND ISSUANCE OF CERTIFICATION:** Upon payment in full of the Purchase Price, the rights of interment ownership and possession with respect to the Rights shall pass to the Purchaser and Cemetery will thereafter issue to the Purchaser a Certificate of Right of Interment registered in the name of the Purchaser evidencing the Rights purchased and sold hereunder.

**7. DESIGN LIMITATIONS:** The Cemetery specifically reserves the right to limit and approve the size, type and kind of memorials and the size, type and kind of urns and the size and style and content of any lettering, emblems, floral tributes, photographs or any other object affixed or placed upon the burial spaces or niches in accordance with its Rules and Regulations in force.

**8. TIMELY PERFORMANCE:** If the timely performance of any obligation, the compliance with any term or condition, or the delivery of any goods or services to be delivered by the Cemetery under this Agreement becomes impossible or impractical because of war, riot, insurrections, strikes or other labor difficulties, shortage of labor, materials or equipment, government regulations, adverse climatic conditions, Acts of God or any other cause beyond the control of the Cemetery, the Cemetery shall not be required to perform such obligation, comply with such term or condition or deliver such goods or service as, as the case may be, during the duration of such cause, but, in the event of reasonable substitute for strict performance, compliance or delivery in accordance with the terms of this Agreement.

**9. STANDARD OF CARE; DISCRETION FOR BURIAL; WAIVER OF LIABILITY:** The Purchaser agrees that any interment or inurnment with respect to the Rights will be performed by employees or agents of the Cemetery. The cemetery reserves the right to inter or inurn the remains of the human dead committed to it for interment or inurnment with respect to the Rights in such a manner as it deems, in its reasonable and good faith discretion, to be appropriate, necessary and practical in light of the circumstances, which discretion shall include, without limitation, the realignment of caskets, vaults or urns within a grave or niche and moreover, the Purchaser agrees to indemnify and hold the Cemetery harmless from any claims or liability which may arise because of the use of such discretion. The purchaser waives any claims against the Cemetery now or hereafter arising or alleged by reason of error or otherwise, provided that the Cemetery has exercised its discretion and performed its responsibilities under this paragraph in good faith and non-negligently. The Cemetery's liability hereunder shall not, in any event, exceed the Purchase Price.

**10. USE OF RIGHT:** The Purchaser hereby represents and warrants to Cemetery that the Rights are being acquired solely for burial purposes. The Purchaser acknowledges that resale of the Rights is prohibited.

### 11. MISCELLANEOUS

*(a) Entire Agreement:* This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof.

*(b) Parties of Interest:* This agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns, heirs and personal representatives.

*(c) Assignment:* The rights and obligations provided by this agreement may be assigned by the Purchaser, provided that the Purchaser is not then in default hereunder with regard to the payment of the Purchase Price or otherwise and Rolling Oaks Cemetery has given its prior written consent. Notwithstanding the foregoing, any such assignment shall not be effective until it is duly recorded upon the books and records of Rolling Oaks Cemetery.

*(d) Severability:* In the event that any one or more of the provisions contained herein shall not in any way be affected or impaired hereby.

*(e) Governing Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.