

Pembroke
CITY OF PEMBROKE
EST. 1905

APPLICATION AND AGREEMENT FOR CEMETERY LOT PURCHASE

NORTHSIDE CEMETERY - LOCATED ON ASH BRANCH ROAD

Immediate Use

Pre-purchase

PURCHASER(S)

Full Name:		
Address:		
City:	State:	Zip:
Telephone:	E-Mail:	

LOT(s)

Section:	Block:	Lot:

APPLICANT'S OBLIGATIONS AND AGREEMENTS

The Applicant/Purchaser understands and acknowledges that he/she is purchasing and is being granted an exclusive right of interment (burial), in the burial lots being purchased. The undersigned Applicant/Purchaser certifies that the information provided on the foregoing Cemetery Lot Purchase Application is true and correct.

Applicant/Purchaser understands and acknowledges that he/she must comply with all cemetery rules, regulations and procedures which may apply to the operation of the cemetery, and that such rules, regulations, and procedures may be amended from time to time. Applicant/Purchaser shall be subject to any such rule, regulations or procedures as amended. Applicant/Purchaser has been provided with a copy of the current rules, regulations, and procedures in effect at the time of the Application.

Applicant/Purchaser understands and acknowledges that certain annual maintenance fees will be due from the Applicant/Purchaser. The Right of Interment (burial) granted to Applicant/Purchaser by any Cemetery Lot Deed may be revoked if maintenance fees are not paid for two successive years, subject to the rules, regulations and procedures at that time in effect.

Applicant/Purchaser will be issued a Cemetery Lot Deed upon payment in full of the purchaser price. Such deed will convey to the Applicant/purchaser(s) named in the Deed a right of interment (burial), but will not convey full ownership of the land itself. The Right of interment (burial) granted by such deed may be transferred, sold, assigned, or otherwise conveyed provided that such transfer or other conveyance is registered with the Clerk of the City of Pembroke. The City of Pembroke will maintain record of all conveyances and sales, transfers, and assignments of ownership. No transfer of any Deed or interest thereunder shall be valid until registered in writing with the Clerk of the City of Pembroke or his/her designee.

Applicant/Purchaser has at the time of this Application, paid a deposit of no less than \$250. If Applicant/Purchaser has not tendered the full purchase price, then Applicant may pay the balance due subject to the "Lot Purchase Finance Agreement" to be entered into by the Applicant/Purchaser and the City of Pembroke, the terms of which are incorporated in full herein.

Applicant/Purchaser shall have the right to maintain the burial lots purchased in an appropriate manner in conformity with the applicable Cemetery Rules, Regulations, and Procedures. In so doing, Applicant/Purchaser or his/her successors, assigns, or agents may enter upon the cemetery property of the City of Pembroke. Applicant/Purchaser, for himself, or for his/her successors and assigns, or agents, guests, invitees, or contractors, does hereby agree to indemnify and hold harmless the City of Pembroke, its elected and appointed officials, officers, designees, agents, employees, or contractors, from any harm or damage, except that due to willful misconduct. The City of Pembroke, and its respective elected and appointed officials, officers, designees, agents, employees, and contractors shall have no liability whatsoever for any claims, actions, causes of actions, suits, damages, judgments, liens, costs, expenses, and attorneys fees of whatever natured, which Applicant/Purchaser or his his/her successors and assigns, or agents, guests, invitees, or contractors may suffer or incur as a result of Applicant/Purchaser's activities on the cemetery property. Any conveyance or other transfer of the Applicant/Purchaser's Right of Interment shall be subject to the waiver of liability herein made.

Date: _____

Purchaser

Purchaser