

CEMETERY CONTRACT

Mount Calvary Cemetery
2 Brennan Harbour Road, P.O. Box 70
SPANISH, ON P0P 2A0
Phone: 705-844-2300

Cemetery Operator License#: 3263210
Cemetery Site #: 00061

Contract Reference #:.....
Date of Issue:.....

Purchaser Information:

Name:.....

Address:.....

City:..... Province:..... Postal Code:

Phone #:..... E-mail:.....

Relationship to Recipient:.....

Recipient #1 Information

Recipient #2 Information

Name:.....

Name:.....

Address:.....

Address:.....

City:.....Province:.....

City:.....Province:.....

Phone #:.....

Phone #:.....

Date of Birth:.....

Date of Birth:.....

Place of Birth:.....

Place of Birth:.....

This purchase is between the Purchaser:

AND

Mount Calvary Cemetery

Concerning cemetery Interment Rights for the recipient(s) as identified in this contract.

The Purchaser (if different than the Recipient(s) represents being legally authorized or charged with the responsibility for the Recipient(s) cemetery Interment Rights and cemetery pre-paid

supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ITEMS PURCHASED:

<p>Interment Rights – Single Lot Description: Section.....Lot..... Size: 8’ x 4’ Permits interment of 4 cremated remains after the full interment. Permits one upright monument and up to 4 markers and 4 cornerposts – please refer to Cemetery By-law for maximum size.</p>	
<p>Interment Rights – Cremation Lot Description: Section.....Lot..... Size: 2’ x 2’ Permits interment of 1 cremated remains. Flat makers only are allowed on a cremation lot – please refer to the Cemetery By-Law for maximum size.</p>	
<p>Care and Maintenance – Contribution levels to the C&M Fund base on the price of interment rights: In-ground grave (24 sq ft or larger) – the greater of 40% and \$250. In-ground grave (smaller than 24 sq ft) – the greater of 40% and \$150.</p>	
Registration Fee	
Monument Care	
Installation Fee	
Interment Fee	
Disinterment Fee	
Vault Fee	
Rights Transfer Fee	
Supervisory Fee	
Repurchase Price	
Sub-Total	
HST	
TOTAL	

If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract and receive a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws is required for interments, cremation, entombments, disinterments, disentombments, and the placement of markers, monuments, inscriptions or ceramic photos.

The Cemetery prohibits the private resale of Interment Rights after 30 days. The Rights Holder(s) may request the Cemetery Operator in writing to repurchase the Interment Right, as long as no Rights have exercised.

The Rights Holder(s) is required to return the original Interment Rights Certificate and a completed Rights Holder(s) Endorsement of Resale. The Interment Rights will be repurchased at the current price as listed on the Cemetery Price List (less the Care & Maintenance contribution made at the time of the purchase) within 30 days.

Sub-division of Interment Rights: No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interments Rights.

NO INTERMENT will take place unless the BURIAL PERMIT or CERTIFICATE OF CREMATION and written INTERMENT ORDER from the Interment Rights Holder, or their representative, has been deposited with a Cemetery Official along with the prescribed fee for the opening of the lot or niche.

NO INTERMENT RIGHTS CERTIFICATE shall be issued until the Interment Right(s) has been paid in full.

MEMORIALIZATION:

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

- | | |
|---|----------|
| a) In the case of installing a flat marker measuring less than 173 sq. inches | \$ 0.00 |
| b) In the case of installing a flat marker measuring over 173 sq. inches | \$ 50.00 |
| c) In the case of installing an upright monument measuring less than 4 ft. in height or length, including the base | \$100.00 |
| d) In the case of installing an upright monument measuring more than 4 ft. in height or length, including the base | \$200.00 |

Interment Rights Holder(s) request to remove memorialisation: A marker, monument, or memorialisation purchased and/or installed by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

Causes beyond the Cemetery operator's control: The cemetery operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

Payment Terms

All fees must be paid in full before a burial can take place or memorialisation can be erected or set.

Cancellation of Contract Within 30 Days

Contracts are not subject to cancellation or refund if Rights have been exercised.

All other services and supplies are subject to refund to the purchaser as follows:

- 1) With written notice of cancellation within 30 days of purchase, all monies received for the service will be refunded.
- 2) With written cancellation after 30 days of purchase, the repurchase price will be the monies received, minus the amount set aside in trust in the Care and Maintenance Fund, in respect to Interment Rights.
- 3) The Cemetery will not order or provide any pre-need supply or service until 30 days following the day the contract is made.
- 4) Lot markers will not be subject to cancellation of refund once they are ordered after the 30 day period.
- 5) All refunds will be by cheque, sent within 30 days of receiving a written notice of cancellation.

Cancellation of Contract After 30 Days

Any purchaser of pre-need supplies or services from the Cemetery, may cancel, by written notice to the Cemetery, the contract to purchase any time before the services or supplies are provided.

Privacy Policy

Personal Information: The Purchaser acknowledges and provides consent to permit the Mount Calvary Cemetery to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery public register. The Purchaser also understands that the Mount Calvary Cemetery does not rent or sell personal information to third party organizations.

Consumer Information Guide and cemetery price list: By initializing below, the purchaser acknowledges receiving a copy of the Ontario Government's Consumer Guide (where made available by the Registrar) and the cemetery price list at the time of entering into this contract.

{__} I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

I have reviewed the Contract's terms and conditions and hereby confirm that the Interment Rights, and specified in this contract (including the attached payment schedule, if applicable) are complete and correct. I direct the operator to proceed with the sale of the Interment Right(s), as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

{__} I hereby acknowledge I have received and reviewed a copy of the cemetery's by-laws.

The Terms and Conditions set out in this contract expire on {_____}
unless executed by the purchaser and the operator. The contract date set out below is the date on
which this contract is accepted by the operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for
payment of the total contract amount to the operator in accordance with the contract's terms and
conditions.

Purchaser

Date

Accepted on behalf of the Operator by:

Licensee Name

Date

Licensee Signature