Maple Hill Cemetery

Burial Sales Agreement

"AGREEMENT" between City of Huntsville, herein referred to as "the City", and herein referred to as "the Purchaser(s)".

WITNESSETH:

The City does hereby agree to sell to the Purchaser(s), and the Purchaser(s) does hereby agree to purchase from the City

Block____________________ Lot____________________ Space____________________

according to the plan and survey of Maple Hill Cemetery in the City of Huntsville, Alabama, a map of the said cemetery being on file in the Office of the City Clerk-Treasurer upon the conditions herein set out for the purchase price of $_________

Dollars ($_________), to be paid contemporaneously with the execution hereof.

The said space is sold subject to the following conditions which are agreed to by the parties hereto:

(1) The said space shall be used for burial of a human body or cremains and such use shall at all times be subject to the rules, regulations, and laws of the City now or hereafter in force.

(2) In the event Purchaser(s) pays the purchase price by check or bank draft and said draft is not paid due to insufficient funds then City may, at its option, declare this contract terminated in which all of the rights of the Purchaser(s) shall cease, and the City may, and is hereby authorized to, disinter and remove from the said space any human body or cremains thereof then buried in said space and bury the same at such other place or places as it may select.

(3) In the event the Purchaser(s) pays the purchase price contemporaneously with the execution of this agreement, and complies with all rules, regulations, and laws of the City relating to the aforementioned burial space, the City will thereupon convey the same to Purchaser(s), such conveyance to contain a provision that the said space shall be used only for burial of a human body or cremains, and use thereof shall at all times be subject to the rules, regulations, and laws of the City then or thereafter in force.

(4) No person, organization, corporation, or other entity who purchases a space in Maple Hill Cemetery, shall sell, transfer, or convey such space to another person, organization, corporation, or other entity, without first having offered such space to the City of Huntsville for re-purchase at the original purchase price. If the City of Huntsville fails to exercise its "right of first refusal" within Sixty days (60) of receipt of a space owner’s written "Intent to sell, transfer or convey," then the "right of first refusal" shall be deemed "waived" by the City and the space owner shall be allowed to sell, transfer, or convey, the space without any price limitation. (Ordinance 16-412)

(5) Restrictions
• **Flat Markers** only-not to exceed 4 inches height, including base and 16 inches wide
• **Upright Monument** Upright Monument allowed at head of space—shall not exceed 36 inches height (including base), 36" length, and 16 inches wide. Family Monuments - shall not exceed 72 inches length x 16 inches width x 36 inches height, including base and shall be placed at the head of the grave/graves.
• **Cremation Space/Infant Space** 40 inches x 4 foot (maximum size of Casket/vault is 18 inches x 36 inches)

(6) The maximum size of a casket/vault that may be accommodated in a single space is thirty-eight (38) inches. Interment of larger casket/vaults shall require the purchase of two spaces.

This Agreement shall be binding upon and shall ensure to the benefit the respective successors, personal representatives, heirs and assigns of the parties hereto. Reference to the Purchaser shall be construed to include those whose names are above given as Purchasers, whether one or more individuals or a corporation or other legal entity.