

## PRENEED BURIAL CONTRACT

Contract Number: \_\_\_\_\_

Seller Name & Address:	Buyer (and Co-Buyer) Name & Full Address:
License Number:	Telephone Number:
Name of person for whom goods and services purchased if not Buyer or Co-Buyer:	

**PARTIES:** In the contract, the words "I", "me", "my", and "we" mean any person who signs this contract as the Buyer or Co-Buyer. The words "you" and "your" mean the Seller or any assignee of this contract.

**FUNDS REQUIRED TO BE PLACED IN PRENEED TRUST:** Certain funds of this contract may be required to be placed in a Trust Fund in accordance with §54.1-2325 of the *Code of Virginia*.

The total amount of funds from this contract being trusted pursuant to the statute is: \_\_\_\_\_

Name of trustee: \_\_\_\_\_

**PURCHASE OF GOODS:** I hereby purchase from you the exclusive rights of interment-entombment and/or such items described below. I understand that the Cash Price listed below **does not** include interment-entombment or opening/closing fees.

The base interment fee today is: \_\_\_\_\_

Item/Description	Base Price	Guaranteed Y/N	Perpetual Care Funds	Total
		Y <input type="checkbox"/> N <input type="checkbox"/>		
		Y <input type="checkbox"/> N <input type="checkbox"/>		
		Y <input type="checkbox"/> N <input type="checkbox"/>		
		Y <input type="checkbox"/> N <input type="checkbox"/>		
Applicable Sales Tax				
<b>Cash Price (Total of items above)</b>				

**CANCELLATION RIGHTS:** You the buyer, or either of you if co-buyers, may terminate this agreement within three days of execution and that you are entitled to a refund of all considerations paid or remitted, less amounts paid for any property or supplies that have been delivered.

You have until midnight on \_\_\_\_\_ to rescind this contract.

**SERVICES AND GOODS NOT AVAILABLE AT TIME OF DELIVERY:** If the property or services specified in this contract are not available at the time of delivery, the seller shall be required to furnish property or services similar in size and style and at least equal in quality of material and workmanship. The buyer, or their representative, shall have the right to choose the property or services to be substituted, which shall be at least equal or reasonably equivalent in quality of material, workmanship and cost.

**RIGHT TO CHANGE CONTRACT PROVIDER:** The buyer and/or co-buyer have the right to change the contract provider at any time prior to the furnishing of property or services, excluding any mausoleum crypt or garden crypt, contracted for under this contract. If the seller will not be furnishing the property and services to the buyer and/or co-buyer, the seller is required to attach to the contract a copy of the seller's agreement with the provider.

**THIS PRENEED BURIAL CONTRACT REQUIRES THE PLACEMENT IN TRUST OF A MINIMUM OF 40% OF THE FUNDS INCLUDED IN THIS CONTRACT. THE BALANCE OF FUNDS MAY BE USED FOR CARE AND MAINTENANCE OF THE CEMETERY AND ARE NOT REQUIRED TO BE PLACED IN TRUST.**

**COMPLAINTS AND CONTACTING THE CEMETERY BOARD:** The Virginia Cemetery Board is responsible for regulating and investigating consumer complaints against Cemetery operators. You may contact the Cemetery Board in any of the following ways:

**MAIL:** Cemetery Board  
c/o Department of Professional and Occupational Regulation  
The Perimeter Center, Suite 400  
9960 Mayland Drive  
Richmond, Virginia 23233

**TELEPHONE:** (804) 367-0010

**EMAIL:** cemetery@dpor.virginia.gov

**IMPORTANT:** I signed this contract on \_\_\_\_\_ (date) after all applicable blanks were filled in and I acknowledge receipt of a completed copy.

Buyer: \_\_\_\_\_ Co-Buyer: \_\_\_\_\_

Sales Personnel Registration Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**THE CEMETERY COMPANY MAY ATTACH ADDITIONAL TERMS AND CONDITIONS CONSISTENT WITH CURRENT STATE AND FEDERAL STATUTES AND/OR REGULATIONS.**