



CEMETERY SALES CONTRACT

This Agreement made the ____ day of _____, _____ at the Village of Wabamun Office

BETWEEN:

Village of Wabamun
5217-52 Street - Box 240
Wabamun, AB, T0E 2K0
Phone: 780 892 2699
Fax: 780 892 2669
Email: admin@wabamun.ca

AND:

(Hereinafter called the "Purchaser")

WHEREAS the Village of Wabamun is the registered owner of certain lands lying and being in the Province of Alberta, Lot 1, Plan 9222496, specifically known as the Village of Wabamun Cemetery, AND

WHEREAS the Purchaser is desirous of obtaining a Plot, Niche or Memorial Plaque Space in the Village of Wabamun Cemetery, known as Block _____ Plot _____, or Niche _____ AND

THEREFORE, in accordance to the Regulations of Alberta Cemetery Act, any amendments or changes thereto, and in consideration of the various covenants herein, both parties agree to the following:

1. Upon the full disclosure of the Purchaser's contact information and intent, the Village of Wabamun hereby agrees to sell the Cemetery plot(s), Columbarium Niche or Memorial Plaque space to the Purchaser for a fee as set out in the Master Rates and Schedules Bylaw, Section Administration, Office Fees.
2. Upon the payment of the full price of the burial rights in any plot or Columbarium Niche the Village of Wabamun shall, so far as funds are available, do all that is necessary to keep the said plot or Columbarium in a neat and tidy condition.
 - a. Maintenance to be supplied by the Village of Wabamun means and includes: seeding of plots and grave surfaces, re-seeding, cultivation, watering, seasonal cutting of grass, weed control, snow removal from pathways, Columbarium exterior cleaning and infrastructure maintenance, all when and as often as determined necessary by the Village of Wabamun Municipal Administrator or their appointed designate, in every effort to keep the Cemetery in neat condition and of good appearance.
 - b. Maintenance to be supplied by the Village of Wabamun shall not include the care, maintenance, upkeep, repair or replacement of any monument, plaque or similar object

which has been placed on the plot or Columbarium or may in the future be placed on the plot or Columbarium or elsewhere in the Cemetery regardless whether such placing has the Village of Wabamun approval or not.

3. The opening and closing of the grave or niche or installation of a niche or memorial plaque shall be provided by and the responsibility of the Village of Wabamun, in most all situations, and the fee(s) shall be charged in accordance to the Master Rates and Schedules Bylaw, Section Public Works, Equipment and Service Fees.
4. The Purchaser agrees to place a permanent grave marker on the plot(s) or niche within ONE (1) year of the date of the burial. The grave marker shall not exceed 50% of the plot size, shall be made of permanent and weather resistant material, and shall not display offensive material or matter.
5. Niche and Memorial plaques will be consistent and supplied and installed by the Village only and at a rate set out in the Master Rates and Schedules Bylaw, Section Administration, Office Fees
6. The planting of trees or shrubs on plot(s) is not permitted by the Village of Wabamun.
7. Each plot is restricted to the burial of the remains of one body in a casket OR a maximum limit of no more than four urns of cremated remains (Motion #07-209 July 10th, 2007). Columbarium Niches are restricted to a maximum of two urns per niche.
8. Scattering of cremated remains is NOT permitted but Memorial Plaques may be purchased for installation on the Columbarium for those whose ashes have been scattered in another location.

CHANGE OF OWNERSHIP OF A PLOT:

1. The Purchaser may cancel the contract at any time for any reason.
 - a. During the period from the day the contract is entered into until thirty (30) days after receipt of a copy of the contract, cancellation fees or charges shall not be applied.
 - b. If the contract is cancelled after thirty (30) days, upon receipt of notification and proof of ownership, the Village of Wabamun may redeem the burial rights in a vacant grave in the Village of Wabamun Cemetery at the rate of eighty five (85) % of the price paid by the purchaser. The refund may be reduced by any outstanding administration fee and/or any cemetery supplies/services provided and charged for in accordance to the Master Rates and Schedules Bylaw, Section Administration, Office Fees and/or Section Public Works, Equipment and Service Fees.
 - c. Where G.S.T. was applicable to the original purchase price, it will be refunded based on the portion of the purchase price refunded.
2. When the owner of the burial rights in the Village of Wabamun Cemetery passes to the new owner of the plot, before the new owner can obtain registration of their interest to the plot, the Village of Wabamun requires proof of their right to such interest (i.e. Proof of Inheritance).

It shall be the condition of each sale of plot, niche or memorial plaque space in the Village of Wabamun Cemetery that the Purchaser expressly waives any claim arising by reason of any error or mis-description of any burial space, niche or memorial plaque space. The Village of Wabamun undertakes that it will attempt, in so far as is reasonably possible, to avoid such errors but its liability shall only extend to make available an equivalent quality of plot, niche or memorial plaque space in lieu of that originally allocated.

IN WITNESS HEREOF the parties have hereunto affixed their hands of the date first above written.

Per: Village of Wabamun

Purchaser

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