

# Hebrew Cemetery Association

## Purchase Agreement

This Agreement is made the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, by and between Hebrew Cemetery Association of Charlotte (the “Seller”), a corporation organized under the laws of the State of North Carolina, which maintains its principal place of business at 1801 Statesville Avenue, Charlotte, NC 28206 and its principal mailing address at 5007 Providence Road, Suite 113, Charlotte, NC 28226, and \_\_\_\_\_ (person signing agreement) (the “Purchaser”), whose address is \_\_\_\_\_, Email \_\_\_\_\_, Phone \_\_\_\_\_.

1. Subject Matter.

The Seller agrees to sell unto the Purchaser, the below described license for a cemetery grave for the funeral of \_\_\_\_\_, whose date of birth was \_\_\_\_\_ and date of death was \_\_\_\_\_. Purchaser’s relation to the deceased is \_\_\_\_\_. \_\_\_\_\_, the Funeral Director for \_\_\_\_\_ Funeral Home will be assisting with arrangements for interment on \_\_\_\_\_ at \_\_\_\_\_ o’clock. The Purchaser represents that the deceased was \_\_\_ Jewish/ \_\_\_ Non-Jewish.

2. Guidelines, Policies. Purchaser agrees to the Rules, Regulations, and Bylaws of the Hebrew Cemetery Association of Charlotte, and any amendments thereto which may from time to time be adopted by the Board of Trustees of the Hebrew Cemetery Association of Charlotte within its sole discretion. Purchaser acknowledges receipt of the Rules and Regulations, as set forth in Exhibit A, attached; the Marker, Landscaping, and Decoration Policy as set forth in Exhibit B, attached; and any other existing policies of the Seller at the time of the commencement of this Agreement.

3. Physical Cemetery Sections. The Hebrew Cemetery currently includes various sections, including: Historic, Modern, Family, Community, Memorial, Cremation, and Orthodox. Each section has its own guidelines and restrictions, as set forth in the Rules, Restrictions, and Bylaws of the Hebrew Cemetery Association of Charlotte. The parties hereto acknowledge that any modification or amendment to the Policies for Orthodox Burial Section VII is conditioned on appropriate sanction by the appropriate Rabbinic authority, as more specifically described in the Policies for Orthodox Burial Section VII, attached.

4. Cost/Pricing. The Seller agrees to sell unto the Purchaser, and the Purchaser agrees to purchase from the Seller, the sole and exclusive licensing right of use for burial purposes in and to the following described cemetery Grave(s) in the cemetery of the Seller known as the Hebrew Cemetery of Charlotte, located at 1801 Statesville Avenue, Charlotte, NC 28206:

Grave Reservation/ Interment	Section	Plot	Grave	Price	Jewish
Name:				\$	
Name:				\$	
Name:				\$	
Name:				\$	
Name:				\$	
Name:				\$	
Jewish-List as (yes) or (no)			Total Price		

As shown and delineated on a map or plan of said Cemetery, filed in the office of the Seller, the grave(s) shall be used only for the interment of persons who at the time of their demise were of the Jewish faith, or, in the case of non-Jewish decedents, within the appropriate designated Inter-Faith(Community) section of the cemetery, subject to the Rules and Regulations of the Hebrew Cemetery Association of Charlotte now existing, and any amendments thereto which may from time to time be adopted by the Board of Trustees of the Hebrew Cemetery Association of Charlotte in its sole discretion.

5. Services & Fees. Seller provides the following Cemetery Services:

\_\_\_\_\_ **Perpetual Grave Care Fee** (onetime fee which is allocated to the long term care of the property) \$\_\_\_\_\_.

\_\_\_\_\_ **Burial Package 1:** Bodily remains (includes opening, closing, liner, shroud and unveiling) \$\_\_\_\_\_.

\_\_\_\_\_ **Burial Package 2:** Cremation (includes opening, closing and unveiling) \$\_\_\_\_\_.

\_\_\_\_\_ **Burial Package 3:** Stillborn/infant (ALL Inclusive) \$\_\_\_\_\_.

6. Commitment of Services by Seller. The Seller agrees to provide Perpetual Care and \_\_\_\_\_ Cemetery Services for the Purchaser for the price of \$\_\_\_\_\_.

6a. Services By Funeral Home. The Seller agrees to provide Financial Assistance Funeral services contracted through a participating Funeral Home at a maximum price of \$\_\_\_\_\_.

7. Requirements for Payment. The purchase price for the aforesaid licensing of the grave(s) and cemetery service fees is the total sum of \$\_\_\_\_\_, and shall be payable in full upon the execution of this Agreement, by cash or check subject to collection, Full payment must be made no later than 24 months from the date of this agreement, A payment of \$\_\_\_\_\_ made at the execution of this Purchase Agreement, with the balance being \$\_\_\_\_\_ divided by \_\_\_\_\_ and \$\_\_\_\_\_ paid each \_\_\_\_\_ following the date of this Purchase Agreement until the balance is paid in full, or except as may be provided herein:

*Purchaser(s) is requesting Financial Assistance and acknowledges and agrees to pay to the Seller the maximum of the stated costs hereinabove. The final cost is subject to a reduction on the amount due the Seller contingent on the Purchaser completing the Associations Financial Assistance Policy and Process (attached as Exhibit C) and receiving an affirmative determination that support is justified. Final cost determination will be provided by the Seller to the Purchaser(s) in writing within 30 days of completion of the process. \_\_\_\_\_ (initial)*

8. Facilitation of Payment. All checks, money orders or drafts shall be payable in U.S. currency, drawn to the order of the Hebrew Cemetery Association of Charlotte, 5007 Providence Road, Suite 113, Charlotte, North Carolina 28226, except as provided herein:

9. Deed. Upon receipt in full of said purchase price and any interest due thereon, the Seller shall execute and deliver to the Purchaser a "deed" to said grave, meaning an instrument that conveys a license to the Purchaser for the use of the grave, subject to the conditions set forth in the "deed" and other conditions in this Agreement. No interment may be completed and no structure or monument may be erected without the consent of the Seller and without full payment by Purchaser.

10. Material Breach of Contract. If the Purchaser fails to pay all amounts due and/or any one or more installments of the costs when due and should such default continue for a period of thirty (30) days after notice thereof in writing, addressed by the Seller to the Purchaser or his/her heirs, executors or administrators, at the above address, the then unpaid balance of the purchase price shall immediately become due and payable, and if not paid within ten (10) days thereafter, all rights and interest of the Purchaser under this Agreement, and in and to said grave(s), shall thereupon cease and terminate, and any installments of the purchase price theretofore paid hereunder shall be held and retained by the Seller as liquidated damages representing the actual, direct damages for the breach of Purchaser's agreement to pay the amounts due under this contract. Similarly, if Purchaser is in material breach of any other conditions of this Agreement or any of the policies of the Seller, as determined by the Seller in its sole reasonable discretion, and should such default continue for a period of thirty (30) days after written notice of the same to the Purchaser or his/her heirs, executors or administrators, the Seller is released of its obligations under this Agreement and the Purchaser forfeits, by virtue of his/her breach, his/her rights under this Agreement. Seller may, at its election for any material breach of this Agreement or policies by Purchaser, pursue consequential or ancillary damages associated with Purchaser's failure to pay or other material breach of this Agreement. Upon Purchaser's failure to pay monies due under this Agreement or other material breach, Seller shall be released from all its obligations.

11. Entering Upon Grave. Where, in law and/or equity Seller is authorized to convey or cause to be conveyed; or to permit burial in any grave or any part thereof; or to repay to the Purchaser any sum heretofore paid hereunder, the Seller is authorized and empowered to enter upon said grave without notice to the Purchaser and to perform any and all acts necessary to place the same in all respects in its original condition, including the removal or relocation of any bodily parts and/or monument erected thereon. If this Agreement is terminated following the making of an authorized interment in said grave, the Seller may subdivide the lot as in its sole and absolute discretion it may determine, and thereafter sell the remaining burial rights therein to a third person or persons, and the Purchaser hereby consents to any such subdivision and sale without notice to the Purchaser.

12. Waiver. Neither a waiver of any of the terms or conditions of this Agreement by Seller nor a breach by the Purchaser shall be deemed a continuing waiver of any other terms, conditions and/or rights or other obligations established in this Agreement.

13. Terminology. If two or more graves are sold hereunder, the word "grave" shall be construed as if to read "graves" whenever the text of this agreement may require. As used in this agreement, where necessary and appropriate, the singular shall be deemed to include the plural, and vice versa, and the masculine shall be deemed to include the feminine, and vice versa, as the text may require.

14. Attorneys' Fees and Costs. In any litigation, arbitration, or other proceeding by which Seller seeks to enforce its rights under this Agreement or pursues any action in law or equity whatsoever of any sort (whether in contract, tort, or otherwise) or seeks a declaration of any rights or obligations under this Agreement, the Purchaser shall pay Seller's reasonable attorneys' fees and costs and/or expenses as allowed under existing law in the event Seller is a prevailing party.

15. Notice. The Purchaser acknowledges receiving actual receipt and notice of, or constructive notice of, all Bylaws, policies, and/or other governing documents of the Hebrew Cemetery Association of Charlotte.

16. Limitations on Damages. To the maximum extent allowed under the laws of North Carolina, the Seller shall not be liable or responsible for any actual, consequential, and/or punitive damages alleged to have arisen out of negligence or any common law actions/theories of relief (excepting contract).

Moreover, in the event the Seller materially breaches this Agreement, it shall be liable only to the extent of actual damages and not for consequential, punitive, or ancillary damages.

17. Commencement of Actions in Equity and/or Law. Notwithstanding any North Carolina law otherwise, Purchaser and Seller agree that any action or proceeding in relation to an alleged breach of this Agreement shall be commenced within twenty-four (24) months of the date of the breach, without regard to the date the breach is discovered. Any action in law or equity must be commenced within that twenty-four (24) month period.

18. Merger and Severability. This instrument contains the complete agreement between the parties and supersedes and includes any and all other agreements, warranties, representations and/or statements, verbal or written. Moreover, in the event one or more specific provisions are deemed severable and unenforceable by a court of competent jurisdiction, the remaining provisions shall be effectual to the fullest extent permissible under applicable laws. Except as specifically set forth herein, this Agreement may not be amended, modified, supplemented or changed, except by a written agreement signed by the Seller.

19. Assignment. This Agreement may not be assigned by the Purchaser and shall be binding upon the heirs, successors and/or legal representatives of the Seller and Purchaser.

20. Choice of Law. This Agreement shall be interpreted under the laws of the State of North Carolina.

21. Choice of Venue. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the sole and exclusive venue and jurisdiction of the District or Superior Courts in Charlotte, Mecklenburg County, NC, and all parties hereto consent to such sole and exclusive venue and jurisdiction.

22. *Additional Provisions: Customer agrees that if a grave is used prior to 24 months from the date of first paid membership fees, that customer shall pay at the time of use, the difference between the non-member and member cost of \$\_\_\_\_\_.*

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IN WITNESS WHEREOF, the parties execute this Agreement on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seller:

\_\_\_\_\_(SEAL)  
Hebrew Cemetery Association of Charlotte  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Purchaser:

\_\_\_\_\_  
Purchaser Name -- Printed

\_\_\_\_\_(SEAL)  
Purchaser Signature

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## EXHIBIT A

### **Rules and Regulations**

1. The ritual governance of the cemetery owned and operated by the Hebrew Cemetery Association of Charlotte (the "Association") will be overseen by a Ritual Coordination Committee comprised primarily of Rabbis from Temple Beth El, Temple Israel, and Congregation Ohr Hatorah.
2. If containers are used, they must exclude metal, iron, concrete, plastic and only bottomless vaults are permitted.
3. No interments shall be made until payment of all charges and assessments has been made or secured by written agreement.
4. All interments shall be conducted by Jewish ritual only, and no other religions practices are permitted. Officiants and funeral directors must be approved by the Association prior to any service. Non Jewish interments are restricted to specific areas and must be approved by the Association prior to interment.
5. No burials shall take place on Shabbat, and certain Jewish Holidays.
6. Before any marker or monument is installed, and before any other requested service is performed, License holder must receive prior written approval from the Association and, all unpaid charges and assessments relating to the site shall be paid in full, or otherwise secured to the satisfaction of Association. The Marker, Landscaping, and Decorations Policy, as set forth in Exhibit B, more explicitly covers markers.
7. A marker, or monument, is the property of the party who owns the license to the grave and the Association does not assume any responsibility for damage, care, cleaning or repair thereof. The Association urges license holders to contact their insurance company about adding the memorials to their home owner's insurance policy.
8. Vendors, license holders, or other persons must receive approval from the Association prior to any cleaning, planting, decorating or other alterations. Vendors performing any service on behalf of a license holder on cemetery property shall furnish proper credentials and proof of appropriate insurance to the Association before performing service. Such persons performing services or those retaining them shall be responsible for any property damage and cleanup necessitated by the performance of such service to the satisfaction of the Association. The Association may supervise work, and inspect completed work as soon as practicable after completion to determine whether repair or cleanup is necessary.
9. The Association is the only entity or authorized agent to sell, transfer, or re-sell licenses and/or graves. If the purchaser wishes to exchange grave locations after purchase, the Association may, but is not required to, reimburse only what was paid for the original grave license less any administrative fees. The sale of licenses for graves does not transfer to the purchaser title to the land as to which these rights are conveyed. At the time of the purchase of license(s), or at any time thereafter, the purchaser may give to the Association in writing a designation of the related persons or related classes of persons (limited to the purchaser, or the spouse or significant other of the purchaser, or any lineal descendent and the spouse of any lineal descendent of the purchaser) whom the purchaser authorizes to be buried, or whom the purchaser elects to prohibit from being buried therein. If licenses to graves are transferred, the subsequent owner or owners may likewise designate or prohibit burials by delivering written instructions to the Association. In the absence of written instructions delivered by the purchaser or license owners, the Association will decide the use.
10. The size of all burial lots shall be fixed by the Association and it reserves the right, without changing the locations or places of burial grave licenses previously sold, to replat all or any part of the cemetery locations; to install, alter, relocate or close any roadway or path; and to lay and maintain pipelines, gutters and any other facilities deemed necessary for the operation of the cemetery. All property in the cemetery is subject to the right of ingress and egress in favor of the Association and persons authorized by the Association. In order to preserve an appropriate respectful and uniform appearance for the cemetery, the Association reserves the right to remove any markers, decorations or memorial memorabilia that are placed at a grave site.
11. The Association may, within its sole discretion, authorize deviations or exceptions to these Rules and Regulations.

## **Policies for Orthodox Burial Section VII**

This area is depicted as section VII in the attached exhibit. The Association permanently adopts and forever restricts variance in or modification of the following restrictions and policies that shall perpetually govern this section, except as sanctioned by the Orthodox Advisor of the Association.

1. Religious questions shall be presented and receive direction from the current Orthodox Advisor of the Association. In the unlikely event that there is no Orthodox advisor of the Association authority shall be determined by The Rabbinical Council of America or the Union of Orthodox Congregations of America.
2. Only Jews may be interred.
3. Cremains are not allowed to be interred.
4. Remains shall not be embalmed.
5. Ceremonies shall be conducted consistent with Judaic teachings.
6. Grave markers and other decorations shall contain only Judaic symbols, insignia, and inscriptions.
7. Disinterment and transfers of remains shall receive and be permitted only by the dictates of the current Orthodox advisor of the Association.
8. Interments shall not occur on Shabbat or major Jewish Festivals (the 1st, 2nd, 7th, 8th days of Pesah, both days of Shavuot, 1st and 2nd days of Sukkot, Shemini Atzeret, Simhat Torah, both days of Rosh Hashanah, and Yom Kippur).
9. Prior to interment decedents shall receive tahara by an Orthodox Chevra Kadisha, or one approved by the current Orthodox Advisor of the Association.
10. Decorations, flowers, music, or adornments are not permitted.
11. Conversions must be verified by a current Orthodox Advisor of the Association. Only Orthodox conversions are acceptable.
12. Layout of graves: husband next to wife or children next to family only. Non-related male and female shall not be adjacent to one another.
13. Kohanim must be interred in graves closest to driveway to allow visitation without entering burial area.

## Cemetery Closures

The Cemetery shall be closed to the public on Shabbat and the holidays listed below (other than those with an asterisk) in observance of Jewish Holidays. Closure will occur only on the first day of holidays covering multiple days.

Tu B'Shevat  
Purim  
Passover  
Shavuot  
Tish'a B'Av  
Rosh Hashanah  
Yom Kippur  
Sukkot  
Simchat Torah  
Christmas\*  
Thanksgiving\*  
Easter Monday\*



EXHIBIT B

**Marker, Landscaping and Decoration Policy**

1. In order to allow for cost effective and efficient care, several areas and activities within the Cemetery require guidelines. The Association shall govern these issues in a uniform and consistent manner. To accomplish the goal of providing and maintaining the Cemetery grounds in an appropriate manner the following guidelines are established and enforced. Marker and Landscape improvements are at the sole cost and expense of the Purchaser. Prior written approval must be received by Purchaser prior to any improvements.

2. GRAVE MARKER: Type and size vary by section or parts of sections and depend on the spacing and sizes of lots. Dimensions are restricted at the sole discretion of the Association. Some areas are designated for flat markers only and restrictions may vary per section, so make sure you are aware of the restrictions. A gate fee of 10% in addition to the retail price is due and payable to the Association prior to placement. This fee helps in covering additional grounds maintenance expense directly attributed to the marker. Marker shall be constructed of solid natural stone, bronze, or other approved materials, not to exceed the specifications and dimensions below.

Head Marker: # of Graves Covered (Centered)	Maximum width dimensions:	
	Base (width)	Marker (width)
1	36"	28"
2 & 3	67"	48"
4 & 5	72"	54"
6 and greater	96"	72"

Height and length of marker may be restricted by the Association depending on number of graves covered and other factors, solely at the discretion of the Association.

Orthodox Burial Section VII marker is restricted to one head marker per grave not to exceed 28" width, 16" length, and 36" high. Combined markers may not exceed 48" in width. Ground level foot marker or ledger may be allowed.

**Ground Level Foot Marker Only:**

(Section III- MF, only) -Stone & or Bronze material 28" width and 16" length.

(Section III- MC-MD-ME) -Stone Base-28" width and 16" length & Bronze Marker- 24" width and 12" length.

(Cremation Section IV) - Stone & or Bronze material 20" width and 12" length.

Combined (for two graves) foot marker dimensions may be combined into one marker but may not exceed two times a single width and 12" length.

3. LANDSCAPING: The Association is the only entity or authorized agent to provide plantings which are designed and offered to members for installation on graves at customers' expense. Selections include several plan options with a variety of plantings suited for this climate and minimal care. The cemetery will plant the materials and collect a fee including mark up to provide a one year warranty and continual trimming for the life expectancy of the selected material.

4. DECORATIONS: No decorations, flowers or other memorabilia will be placed on the property. Materials that are left behind will be removed. Items placed after an interment may remain for a short period of time. Decorations, flowers and other memorabilia are regularly removed from graves to assist in maintaining the cemetery grounds. Trees, benches, and other common use items may be donated to the Cemetery; contact the Association for more information.