Muslim Cemetery, INC.

1105 Greenlee St Denton TX 76201 Non-Profit-Tax-Exempt Organization

Burial Lot Purchase Agreement

Purchase Da	nte:		
Purchaser	Name Address Phone E-Mail		
Agent 1	Name Address Phone E-Mail		
Agent 2	Name Address Phone E-Mail		
Total Purchase Price			
Names on Certificates :		2 3 4	

- 1. The Purchaser agrees to purchase and the Muslim Cemetery, Inc. ("DMC") agrees to sell, subject to all the terms and conditions set forth in this agreement and the Rules and Regulations of the cemetery, now and later in effect.
- 2. Pre-Paid plot is a Lease agreement that must be renewed every 10 years. (Lease shall convert to a purchase upon burial).
- 3. Purchaser must renew the Lease contract every 10 years to confirm that they still intend to retain the lot. It is the Purchaser responsibility to initiate the renewal process.

Purchaser and the Agents must notify DMC of any changes to the contact information above in writing.

- 4. Purchase price is \$800 each. The plot will not be reserved until the full amount is paid.
- 5. After each 10 years, renewal price is \$10 for another 10 years.
- 6. Pre-paid lots are non-refundable.
- 7. If the owner/Purchaser & agents have moved out of the area and/or don't intend to renew the Lease, the plot is reverted back to DMC for resell but no refund of amounts paid will be issued.
- 8. If the Phase II is not operational, the burial would take place in Phase I as normal, following the current guidelines & related cost, and the purchase plot(s) at the new location would transfer to the next agent on record.
- 9. Based on the availability at the time of purchase the plots would be in sequence if they are purchased at once. DMC cannot guarantee the purchased plots will be in a sequence or near family members or friends.
- 10. Person owning the plot is able to donate to another person or organization only at the time of burial. (Only owner of the plot could exercise this option)
- 11. Burial preparation is not included in prepaid plots (preparation & services cost at the time would be applicable).
- 12. Preliminary plot certificates will be issued to the Purchaser for each plot purchased without specifying specific plot IDs.
- 13. Upon completion of cemetery development, certificates with specific grave plot location will be issued.
- 14. DMC reserves the right to make changes or amend this Agreement to the above policies at DMC discretion
- 15. <u>PURCHASER AND THE AGENTS AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE</u> <u>MUSLIM CEMETERY, INC., ITS DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATE</u> ORGANIZATIONS FROM AND AGAINST ANY CLAIMS ARISING UNDER THIS AGREEMENT.
- 16. This Agreement shall be governed by the laws of the State of Texas and any dispute arising hereunder shall first be submitted to a mutually agreed upon 3rd party mediator with each side sharing the costs of such mediation equally. The prevailing party in any dispute shall be entitled to recovery of its attorney fees and costs incurred. Venue shall be exclusively in Denton County state district courts.

Signature:

Sections below to be completed by the Denton Cemetery Officials

Name of the DMC Official: _	
Payment Received:	
Forms of Payment:	
Check Number if applicable:	

Notes: