**Specimen Contract for Sale of Burial Rights**

[Note: **Use of this contract is not compulsory.** It is offered as a guide and convenience. However, its wording does contain individual provisions of the sort that sections 12 & 13 of the Cemetery Management Regulation makes compulsory.

**Anglican Parish of XXX**

Contract for the Purchase and Sale of Right of Burial in XXX Cemetery

Street address, Community, NB

made in duplicate

between **Anglican Parish of XXX** and its successors in title, the contact particulars of which are XXX, referred to as the **Owner**

and **XXX**, the contact particulars of whom are XXX, referred to as the **Purchaser**

**What Is Sold and Purchased**

1. Subject to paragraph 3, the Owner sells to the Purchaser, and the Purchaser buys from the Owner, the burial rights specified below in lot XX of row XX in XXX cemetery (“the Lot”). *[Note: where rights of burial in multiple lots are being purchased, a separate contract is made for each lot.]*
2. The purchase price for burial rights in the Lot is $XXX. *[Note: is the price a fixed rate per lot or does it vary according to the number of permitted burials?]*
3. The Purchaser acknowledges that this contract becomes effective only when the purchase price is paid in full and that, until then, the Owner may sell the right of burial in the Lot to another.
4. The Purchaser acknowledges that until the purchase price is paid in full, there may be no burial in the Lot and no grave marker placed on the Lot.
5. The Purchaser acknowledges that legal title to the Lot remains with the Owner, and that what the Purchaser acquires is permission (licence) to use the Lot for the burial(s) specified in this contract, including the right of reasonable seasonal access to the Lot and the right to place on the Lot an upright and/or flush-to-the-ground stone marker of a type and in a situation approved by the Owner that identifies the person(s) interred.
6. Subject to the Owner’s rules of management for the cemetery (a copy of which the Purchaser acknowledges having received and assented to), the remains permitted burial in the Lot are of the following person(s), as named or described: XXX
7. The Purchaser acknowledges that the Purchaser may not transfer a right of burial without written permission of the Owner.
8. Should the Purchaser or the Purchaser’s legal representative choose to surrender the right of burial in an unused lot, the Owner will refund the purchase price without interest.
9. Should the Lot remain unused for XXX years from the date of purchase, the Owner may resell the right of burial and thereby extinguish the rights of the Purchaser in the Lot, and it may do so without notice to the Purchaser.

**Burials**

1. The Purchaser acknowledges that the Lot is consecrated ground and that the NB *Cemetery Companies Act* requires Owners to ensure that burials are conducted in a “decent and solemn manner”.
2. The Purchaser acknowledges the Owner’s right to approve how, when and by whom graves are opened and closed.
3. The Purchaser acknowledges that the Owner forbids the scattering of ashes. *[Note: where an Owner offers scattering rights for human ashes in a common scattering ground, this contract is altered accordingly.]*
4. The Purchaser acknowledges that the Owner requires at least XXX hours advance notice of a proposed burial in the Lot.
5. The Purchaser acknowledges that no burial may take place without the presence of the Owner’s representative.
6. *[variant of 14]* The Purchaser acknowledges that no burial may take place unless accompanied by the liturgy of the *Book of Common Prayer*, the *Book of Alternate Services* or as otherwise approved by the Bishop of Fredericton.
7. *[variant of 14]* The Purchaser acknowledges that no burial and no rite or ceremony may take place except with the participation of, or by permission of, or under the supervision of XXX.

**Owner’s Continuing Obligations**

1. The Owner will, at its discretion and subject to its financial means but without further charge to the Purchaser, perform reasonable and customary maintenance so that the cemetery is kept in good order, including mowing, removal of leavings (for example, mementoes, spent or degraded flowers), soil levelling, path and roadway maintenance, and the like.

**Owner’s Legal Liability Limited**

1. The Purchaser acknowledges that the Owner disclaims all responsibility, and is not liable, for injury, loss or damage to persons or property in the cemetery or in connection with the Lot, except for any direct personal injury, loss or damage inflicted intentionally or caused by the gross negligence of the Owner.

**Owner’s Right to Make and Amend Cemetery Rules**

1. The Purchaser consents to the Owner making or altering reasonable rules for the management of the cemetery and the Lot, and the Purchaser acknowledges being bound by those rules.