Receipt#:_____
Deed#:_____
DB:_____
Scanned:_____

Prairie Home Cemetery

605 South Prairie Avenue
Waukesha, Wisconsin 53186-5921
Phone (262) 524-3540 Fax (262) 524-3542

PURCHASE CONTRACT

Contract Number:

This Contract, made this day of, , 20___ by and between Prairie Home Cemetery on behalf of the City of Waukesha, owner of Prairie Home Cemetery, located in the City of Waukesha, County of Waukesha, State of Wisconsin, hereinafter called the Seller and:

Name(s):
Address:
City, State, Zip:
Telephone #:

Hereinafter called the Purchaser.

For and in consideration of mutual covenants herein contained, the Purchaser agrees to buy and the Seller agrees to sell interment/entombment/inurnment rights described in this Contract and on the terms and conditions shown herein.

1. DESCRIPTION AND LOCATION OF SPACE(S)

Mausoleum (Name)

Crypt: Side/Bay: Level: Number(s): Amount Due: $_____

Niche: Side/Bay: Level: Number(s): Amount Due: $_____

Ground

Section: _____Block:_____Lot:_____Grave(s):_____ Amount Due: $_____

Other

Cremation Rock ☐ Bench ☐ Cremation Garden ☐ Amount Due $_____
(specify location in Ground section above)

2. INTERMENT/ENTOMBMENT/INURNMENT (aka. Opening / Closing)

The order of right of interment/entombment/inurnment shall be issued by Purchaser for Purchaser's burial or for;

Name: _____ At Need: ☐ Pre-Need ☐ Amount Due: $_____

Name: _____ At Need: ☐ Pre-Need ☐ Amount Due: $_____

Others: (attach sheet)

- The ownership and subsequent use of the right of interment/entombment/inurnment in the grave/crypt/niche space(s) in Prairie Home Cemetery herein purchased shall, at all times, be subject to the limitations, restrictions, and conditions of all rules, regulations, policies of the Cemetery, and applicable laws; which rules, regulations, policies, and laws, as construed by Seller are made a part of this Contract as though herein set forth and as such shall be followed and as time to time modified.
- No interment/entombment/inurnment will be permitted until after the Purchaser has paid 100% of the total amount due.

*Initialed Approval Buyer/Seller*_____

3. ADDITIONAL PURCHASES:*

☐ Inscription — Amount Due: $_____

☐ Foundation — Amount Due $_____

☐ Endowment Specify type _____ — Amount Due: $_____

4. CASH SALE:

The total price for the interment/entombment/inurnment rights in the spaces described in paragraph 1 above and the additional purchases described in paragraph 2 and 3, excluding interest, finance charges, and late payment fees is computed as follows:

Purchase Price **(less) Down Payment** **(less) Trade In** **Balance Due: $**_____

The "Purchase Price" is tendered herewith and receipt of which is hereby acknowledged.

The "Down Payment" is hereby acknowledged and the "Balance Due" shall be paid as follows:

(a) In one or more payments due no later than _____.

(b) In installments, together with finance charges, in accordance with payment schedule and other terms and conditions set forth in paragraph 4.

5. INSTALLMENT SALE:

A. _____ (Balance Due/Amt. Financed) B. _____ (Finance Charge) C. _____ (Total of Payments): (A&B)

Annual Percentage Rate The cost of your credit as a yearly rate %	**D. Finance Charge** The dollar amount credit will cost you.	**E. Amount Financed** The amount of credit provided to you or on your behalf.	**F. Total of Payments** The amount you will have paid after you have made all payments as scheduled.	**A+D+Down Payment Total Sales Price** (Deferred Payment Price) The cost of your purchase on credit, including your down payment.

Purchaser agrees to pay the "PURCHASE PRICE" in installments of not less than $ (principal payment) for the months and thereafter installments of not less than $ (principal payment and interest payment) for the next months payable on the last day of each , consecutively until paid in full and beginning

Upon pre-payment in full of the "PURCHASE PRICE," the cemetery Deed and any ownership documentation shall be provided to Purchaser. If paragraph 1 items are not paid in full and in the event that there is no installment payment for a period of in excess of twelve months, then Seller, by action of the Prairie Home Cemetery Commission, may declare this Purchase Contract void and return monies paid but no less than as provided in current Prairie Home Cemetery policy and resell the item described in paragraph 1 without further action.

6. NOTICE TO PURCHASER:

A. IF THIS SALE WAS SOLICITED BY THE SELLER OR ITS REPRESENTATIVE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS, YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE OFF PREMISES SALES ADDENDUM FOR AN EXPLANATION OF THIS RIGHT.

B. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.

C. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

D. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE IF ASSESSED.

7. **THE PARTIES AGREE THAT ALL DISPUTES AND REPOSSESSIONS REGARDING THIS CONTRACT SHALL BE VENUED IN WAUKESHA COUNTY WITH JURISDICTION IN THE SMALL CLAIMS COURT.**

8. SEE NO. 9 – ADDITIONAL PROVISIONS:

PURCHASER ACKNOWLEDGES RECEIPT OF THE COMPLETED COPY OF THIS CONTRACT AND, IF SUBPARAGRAPH 5.A. APPLIES, TWO COPIES OF THE OFF PREMISES SALES ADDENDUM.

Dated this day of ,

_____

Purchaser's Signature

_____

Purchaser's Signature

_____

Seller's Signature

9. ADDITIONAL PROVISIONS:

A. **Covenants by Seller.**
The Seller agrees:
(1) To deliver to the Purchaser a cemetery Deed conveying full burial rights in spaces under paragraph 1, upon full payment by Purchaser.
(2) To maintain the Perpetual Care Fund, in lieu of any future assessments, to the extent required by law.
(3) That the Purchaser shall have the right to use the burial space(s) described in paragraph 1, at any time hereafter for burial purposes, provided the purchase price of the burial space(s) has been paid in full.

B. **Covenants by Purchaser.**
The Purchaser agrees:
(1) That the cemetery is to have full and absolute authority to operate, manage, and control the cemetery, and further, without limitation, to determine the designs, type, size, and location of all buildings, roads, features and improvements within the cemetery.
(2) To adhere to the cemetery rules and regulations now and hereafter in force, a copy of which has been provided to the Purchaser and acknowledged by signed receipt. .
(3) That this Contract shall not be binding until accepted in writing by an authorized representative of the Seller. Upon acceptance, this offer shall become the Contract of the parties and be binding on the heirs and assigns of the parties hereto.

(4) To pay the prevailing interment, entombment, or inurnment charge assessed by Seller at time of need.
(5) The purchase price of a mausoleum crypt and mausoleum niche does not include crypt or niche lettering or any other inscription or embellishment.
(6) To grant Seller a security interest in the burial rights being purchased under this Contract. This security interest secures payments due and any and all other obligations of Purchaser under this Contract.

C. Default by Purchaser.

(1) Total Contract: This Purchase Contract constitutes the total Contract and may be modified only in writing, signed by both Seller and Purchaser. Except as expressly set forth herein, no agent or representative of either party has authority to modify this Contract and there are no Contracts, understandings, promises, or guarantees, either oral or written, except for those set forth herein.
(2) Nonwaiver: Acceptance of late payments or the failure of the Seller to pursue any remedy in response to a breach by Purchaser of any term or condition set forth herein shall not constitute a waiver of any present or subsequent breach by Purchaser.
(3) Conveyances: All rights conveyed under paragraph 1 are limited solely to burial rights, not interest or title to the real estate.
(4) Assignability: This Contract shall be binding upon and inure to the benefit of each party's heirs, personal representatives, successors, and permitted assigns. The Purchaser may assign or transfer an interest in such spaces only with the written consent of the Seller on forms provided by the Seller and duly filed with the Seller. No assignment may be made by Purchaser until the full purchase price has been paid to the Seller.
(5) Right to Change Plans: That the plans, specifications, design, and layout for any improvement of the cemetery areas may be made by, changed, or revised from time to time at the option of the Seller without in any way invalidating this Contract.
(6) Act of God: Seller shall not be held liable for damage as a result of an act of God or for malicious mischief.
(7) Interest After Maturity: The unpaid balance of the total payments AFTER the final scheduled maturity date is subject to interest at the rate of this Contract.
(8) Marital Property: Each Purchaser who is married represents that this obligation was incurred in the interest of his or her marriage or family.

10. INSTALLMENT SALES PROVISIONS:

Default: The occurrence of any one or more of the following events of default shall constitute a default under an Installment Sale Contract:

(1) Payments: Default in payment(s) as provided by law. If the interval between any payments is greater than 12 months, then Seller may declare this Contract void and be able to resell all items listed therein.
(2) Waiver: Seller may waive any default without waiving any other subsequent or prior default of Purchaser.

11. INTERPRETATION:

The laws of Wisconsin govern the validity, construction, and enforcement of this Contract. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, the Wisconsin Consumer Act, Subchapter II of Chapter 157 and Subchapter VIII of Chapter 440 of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Unless otherwise required by law, invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provisions.

12. RESCISSION OF PURCHASE CONTRACT:

In the event Purchaser's rescission of the above-referenced Purchase Contract is in accordance with its terms and applicable law, this Financing Contract shall be rescinded and canceled, without further action by the parties.

NOTICE

ANY HOLDER OF AN INSTALLMENT SALE CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE PURCHASER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETON OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE PURCHASER

SHALL NOT EXCEED AMOUNTS PAID BY THE PURCHASER HEREUNDER.

PRE-NEEDED ADDENDUM

In the event that any pre-need merchandise or labor is included in the Purchase Contract, then the following provisions apply in regard to that merchandise or labor:

1. Seller reserves the right to deliver cemetery merchandise in one of the following ways:
   (a) By physically delivering the merchandise to the Purchaser or the beneficiary named in the pre-need sales contract or
   (b) By affixing the cemetery merchandise to the cemetery lot or mausoleum.
   (c) The provisions of the Purchase Contract shall refer to (a) or (b) and describe the manner of delivery.

2. If this Purchase Contract is for sale of cemetery merchandise and requires the cemetery to ultimately affix the cemetery merchandise to a cemetery lot, mausoleum, or other location, but the Purchaser has not informed the cemetery of the location where the cemetery merchandise is to be affixed or it is not specified in the Purchase Contract, then the cemetery may charge the Purchaser an additional fee at the time that the cemetery merchandise is affixed not to exceed the additional costs to the cemetery that are necessitated by the Purchaser's choice of location.

3. Subject to paragraph 4, if Purchaser voids the pre-need portion of the Purchase Contract at any time within 10 days after the date of the initial pre-need payment, the cemetery shall, within 30 days after the date on which the pre-need portion of the Purchase Contract is voided, refund all money paid by the Purchaser for said pre-need cemetery merchandise that has not been supplied or delivered.

4. If the pre-need sales contract portion of the Purchase Contract for the sale of cemetery merchandise requires the cemetery to physically alter any cemetery merchandise, and if the Purchaser voids the pre-need sales contract at any time before the pre-need Seller has physically altered the cemetery merchandise in a manner or to a degree that makes the fair marker value of the cemetery merchandise to the general public lower than the sale price of the cemetery merchandise under the pre-need sales Contract or within 10 days after the date of the initial payment, whichever occurs first, the pre-need seller shall, within 30 days after the date on which the pre-need sales contract is voided, refund all money paid by the Purchaser for cemetery merchandise that has not been supplied or delivered.

   (a) Purchaser understands that cemetery will take no action per paragraphs 3 and 4 until expiration of Purchaser's right to void Contract within 10 days of date of initial pre-need payment.

5. Pre-Need Trust Fund Withdrawals. With regard to any and all amounts placed in a Pre-Need Trust Fund pursuant to the requirements of §440.92(4), Wis. Stats., for Merchandise, Services, and Undeveloped Spaces subject to this Agreement, the following provisions for withdrawal from the Pre-Need Trust Fund shall apply:

   (a) Cemetery is entitled to withdraw any and all amounts deposited under this Agreement, plus any accumulated interest or dividends attributable thereto minus any amounts previously withdrawn in relation to this Agreement, upon fulfillment of all of its obligations under this contract.
   (b) Notwithstanding the above subparagraph, cemetery is entitled to withdraw an amount not exceeding the:
      (i.) actual cost to cemetery of any Merchandise which has either been actually delivered or supplied;
      (ii.) actual cost to cemetery of any cemetery services that have actually been performed.

6. The cemetery may place restrictions on the right of the Purchaser to assign his or her interest in any undelivered cemetery merchandise or undeveloped space to any other person, but only if such restrictions are consistent with regulations, established by the cemetery authority of the cemetery in which the cemetery merchandise will ultimately be affixed or in which the undeveloped space is located, that specify who may or may not be buried in the cemetery.

7. The cemetery may require the Purchaser to notify the pre-need Seller that the Purchaser has assigned his or her interest in any undelivered cemetery merchandise or undeveloped space to any other person within a reasonable period of time after the interest has been assigned.

8. The terms of the Purchase Contract and any pre-need provisions are limited to those included in this written Purchase Contract and pre-need sales provisions and any oral agreements are disclaimed and not binding upon either party. Purchaser should be advised that there is a rebuttable presumption that not oral pre-need sales contract pertaining to the transaction exists.

9. "SECTION 440.92(2) OF THE WISCONSIN STATUTES SPECIFIES THE RIGHTS OF THE PURCHASER UNDER THIS CONTRACT. DEPENDING ON THE CIRCUMSTANCES, THESE MAY INCLUDE THE RIGHT TO VOID THE CONTRACT AND RECEIVE A REFUND OR THE RIGHT TO ASSIGN AN INTEREST IN THE CONTRACT TO ANOTHER PERSON."

10. In the event this addendum is voided, canceled, or rescinded, the Purchaser shall be entitled to withdraw any and all amounts deposited under this Agreement, plus any accumulated interest or dividends attributed thereto, minus any amounts previously withdrawn by the cemetery in relation to this Agreement.

*Initialed Approval Buyer/Seller*_____

Acknowledgement of Receipt

Name_____

Address_____

City, State Zip_____

Property Description_____

I hereby acknowledge the receipt of the following
Documents from the Prairie Home Cemetery

1. Purchase Agreement, fully executed.
2. Prairie Home Cemetery Rules and Regulations – 2020

_____ _____

Signature of Recipient Date

_____ _____

Signature of Recipient Date

_____ _____

Cemetery Official Date

Distribution: Lot Owner File/Recipient