



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

PURCHASE CONTRACT

Contract Number: 2022-

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 referred to as the Seller and:

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

hereinafter referred to as 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 BURIAL SPACE(S)

Mausoleum

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

Ground

Section:	Block:	Lot:	Grave(s):	Amount Due: \$ _____
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Cremation Garden

CMG	MEM	-	A	Space(s):	Amount Due: \$ _____
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Other

Cremation Rock <input type="checkbox"/>	Cremation Bench <input type="checkbox"/>	Private Estate <input type="checkbox"/>	Amount Due: \$ _____
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- a. The cost of the Interment/Burial Fee is not included in the sale price of the Burial Space. If the Contract does not expressly include payment of the prevailing interment, entombment or inurnment fee assessed by Seller, Purchaser shall pay the fee separately no later than at time of need. Purchaser grants Seller a security interest in the burial rights purchased under this Contract, which secures payments due and all other Purchaser obligations under this Contract.
- b. The purchase price of a crypt or niche does not include the crypt or niche lettering or any other inscription or embellishment.
- c. The purchase price of a Cemetery grave or lot does not include a marker, monument, foundation, vase, or anything related to formally marking the grave or lot. Placement of all markers, monuments, foundations, vases, or any other formal marking is subject to the privileges, restrictions, rules, and regulations in force at Prairie Home Cemetery. The Seller is not responsible for any damage done to markers, monuments, foundations, vases, or anything placed on a grave or lot.
- d. Placement of markers, monuments, foundations, and vases is at the sole discretion of the Seller.

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 the following persons:

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

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

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

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

- a. 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 Seller, 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.
- b. An additional right fee must be purchased to do an additional burial on a grave space.
- c. Any remains brought into the Cemetery, in any manner, must be reported to the Seller and proper interment fees will be applied per person even though the remains may be in the same container.
- d. No interment/entombment/inurnment will be permitted until after the Purchaser has paid 100% of the total amount due.

3. ADDITIONAL PURCHASES

- ☐ General Inscription Amount Due: \$ _____
- ☐ Final Date(s) Inscription Amount Due: \$ _____
- ☐ Burial Board 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 paragraphs 2 and 3, excluding interest, finance charges, and late payment fees is computed as follows:

Purchase Price \$ _____

(less) Trade In \$ _____ **(less) Down Payment** \$ _____

Amount Paid \$ _____ **Balance Due** \$ _____

Receipt Number: _____ Check Number: _____

- ☐ 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 5.

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 12 %	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.
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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 _____ day of each month, consecutively until paid in full and beginning _____.

- a. Prepayment: If Purchaser(s) pay off early, Purchaser(s) will not have to pay a penalty.
- b. This purchase is not a purchase of property. Seller will maintain ownership of all Cemetery properties. The rights conveyed under this Contract are limited solely to burial rights, not interest or title to the real estate.
- c. Upon full payment of the Cemetery burial rights, the Purchaser acquires only the right of burial in the named burial space, for the person designated, subject to the rules and regulations of the Cemetery.
- d. A default in payments occurs if any payment described in the Contract is not made 60 days after becoming due under the terms of this Purchase Contract. In the event Seller provides notice of default to Purchaser, Purchaser shall have fifteen (15) days from the date of notice of default to remedy the default by tendering payment of all unpaid installments due at the time notice of default was given by Seller. If Purchaser fails to make full payment, Seller declares the Purchase Contract void and may, at its sole option refund payments made and resell the burial spaces and items described in the Purchase Contract, in which case it may retain an administrative and restocking fee to cover expenses incurred in their disposition of 20% of their purchase price or \$200, whichever amount is less.
- e. Purchaser shall comply with all Cemetery rules and regulations now and hereafter in force, a copy of which has been provided to Purchaser and acknowledged by signed receipt.

6. **ADDITIONAL PROVISIONS**

a. **Effect of these Terms and Conditions**

The Purchase Contract and these Terms and Conditions comprise the entire agreement between the parties and are referred to by this document as the "Contract." In the event of a conflict between these Terms and Conditions and the Purchase Contract, these Terms and Conditions shall take precedence.

b. **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.

c. **Covenants by Purchaser**

- (1) That the Seller 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.
- (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.

d. General Conditions

- (1) Total Contract: This At-need/Pre-need Sales 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) 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.
- (4) 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.
- (5) Act of God: Seller shall not be held liable for damage as a result of an act of God or for malicious mischief. Markers and monuments, or other items, may be moved on the grave or lot or as needed by cemetery personnel or those authorized by the Cemetery.
- (6) 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.
- (7) Marital Property: Each Purchaser who is married represents that this obligation was incurred in the interest of his or her marriage or family.

7. 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 IX 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 Purchase Contract shall not affect the validity or enforceability of any other provisions.

8. RESCISSION OF PURCHASE CONTRACT:

In the event Purchaser's rescission of the 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.

9. **ADDITIONAL NOTICES**

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 HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE PURCHASER SHALL NOT EXCEED AMOUNTS PAID BY THE PURCHASER HEREUNDER.

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.
10. **THE PARTIES AGREE THAT ALL DISPUTES AND REPOSSESSIONS REGARDING THIS CONTRACT SHALL BE VENUED IN WAUKESHA COUNTY, WISCONSIN WITH JURISDICTION IN THE SMALL CLAIMS COURT.**
11. **SEE NO. 9 – ADDITIONAL NOTICES:**

PURCHASER ACKNOWLEDGES RECEIPT OF THE COMPLETED COPY OF THIS CONTRACT AND, IF SUBPARAGRAPH 9.A. APPLIES, TWO COPIES OF THE OFF-PREMISES SALES ADDENDUM.

Dated this _____ day of _____, 20_____.

Purchaser's Signature

Purchaser's Signature

Seller's Signature

PRE-NEED SALES AND SERVICES ADDENDUM

Contract Number: _____ Purchaser(s): _____

The Purchase Contract having the Contract Number listed above includes the sale of goods associated with burial or human remains, including monuments, markers, nameplates, vases and urns ("cemetery merchandise"), and/or any services associated with supplying or delivering those goods or with the burials of human remains, including the burial, entombment or inurnment ("cemetery services"), then the parties hereby agree the following provisions apply to the sale of such cemetery goods and services:

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.
2. If Seller is not required to physically alter the cemetery merchandise sold, and if Purchaser voids the sale of cemetery merchandise at any time within 10 days after the date of initial payment, Seller shall, within 30 days after the date on which the Pre-need Purchase Contract is voided, refund all money paid by Purchaser for cemetery merchandise that has not been supplied or delivered.
3. If Seller is required to physically alter the cemetery merchandise sold, and if Purchaser voids the sale of the cemetery merchandise at any time before Seller has physically altered the cemetery merchandise in a manner or to a degree that makes the fair market value of the cemetery merchandise to the general public lower than the sale price of the cemetery merchandise under the Purchase Contract or within 10 days after the date of the initial payment, whichever occurs first, Seller shall, within 30 days after the date on which the Pre-need Purchase Contract is voided, refund all money paid by Purchaser for cemetery merchandise that has not been supplied or delivered.
4. 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 cemetery merchandise, services, and undeveloped spaces subject to this Purchase Contract, the following provisions for withdrawal from the Pre-Need Trust Fund shall apply:
 - (a) Seller is entitled to withdraw any and all amounts deposited under this Purchase Contract, plus any accumulated interest or dividends attributable thereto minus any amounts previously withdrawn in relation to this Purchase Contract, upon fulfillment of all of its obligations under this Purchase Contract.
 - (b) Notwithstanding the above subparagraph, Seller is entitled to withdraw an amount not exceeding the:
 - (i.) actual cost to Seller of any cemetery merchandise which has either been actually delivered or supplied.
 - (ii.) actual cost to Seller of any cemetery services that have actually been performed.
5. This Pre-need Sales Addendum, including its provisions authorizing Purchaser to void the sale of cemetery merchandise, only applies to the cemetery merchandise or cemetery services described in the Purchase Contract. Nothing in this addendum amends, alters, affects or affords a right to void provisions in the Purchase Contract or its Terms and Conditions pertaining to burial rights of interment/entombment/inurnment in any grave, crypt or niche, or any other provision not related to the sale of cemetery merchandise or cemetery services.
6. "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."
7. In the event the purchase of cemetery merchandise or services is voided, canceled, or rescinded, the Purchaser shall be entitled to withdraw any and all amounts deposited under this Sales Contract, plus any accumulated interest or dividends attributed thereto, minus any amounts previously withdrawn by the Seller in relation to this Sales Contract.

This Pre-need Sales and Services Addendum to the Purchase Contract Terms and Conditions signed and acknowledged by:

Purchaser's Signature

Purchaser's Signature

Seller's Signature

OFF-PREMISES SALES ADDENDUM

Contract Number: _____ Date Purchase Agreement Signed: _____

Purchaser(s): _____

Purchaser, please initial here after you read this addendum: _____

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.

CUSTOMER'S RIGHT TO CANCEL

You may cancel this Purchase Contract by mailing a written notice to Prairie Home Cemetery, 605 South Prairie Avenue, Waukesha, Wisconsin 53186, before midnight of the third business day after you signed this Purchase Contract. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address, or by filling out the form at the bottom. A duplicate of this page is provided by the seller for your records.

If you cancel, any property traded in, any payments you made under the Purchase Contract, and any negotiable instrument you executed will be returned within 10 days following Seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

After Seller returns all payments made under the Purchase Contract and voids its security interest, you must make available to the Seller at your residence or at the location of the merchandise, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the Seller's instructions regarding the return shipment of the goods at the Seller's expense and risk. If you do make the goods available to the Seller and the Seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Seller, or if you agree to return the goods to the Seller and fail to do so, then you remain liable for performance of all obligations under the Purchase Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written cancellation notice, to Prairie Home Cemetery at 605 South Prairie Avenue, Waukesha, Wisconsin, 53186, not later than midnight of _____, which is the third business day after you signed the Purchase Contract.

I HEREBY CANCEL THIS TRANSACTION. _____
(Date)

Purchaser's Signature

Purchaser's Signature