



**STERLING CEMETERY COMPANY, INC.**

P.O. Box 1284  
Sterling, VA 20167

**Original**

**Owner**

**CONTRACT FOR SALE OF BURIAL LOT**

This Agreement, made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sterling Cemetery Company, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia (“Seller”), and:

\_\_\_\_\_  
[Purchaser(s)]

\_\_\_\_\_  
[Street address]

\_\_\_\_\_  
[City]

\_\_\_\_\_  
[State]

\_\_\_\_\_  
[Zip]

\_\_\_\_\_  
[Telephone]

\_\_\_\_\_  
[Name of Deceased]

The Seller covenants and agrees that, upon the full performance by the Purchaser of the covenants in this Agreement, it will, in consideration for such performance, convey and assure to the Purchaser the sole and entire right of interment in the following described parcel / lot in Sterling Cemetery, Sterling, Virginia:

\_\_\_\_\_ [describe lot(s)]

**Section One: Purchase Price**

The Purchaser agrees to pay to the Seller as the full price for the right of interment the sum of \$\_\_\_\_\_, which sum must be received by the Seller in collected funds prior to interment. If the funds are not received by Seller on or before \_\_\_\_\_ [date] this Agreement shall be void and the Seller shall be free to sell the above lot to another purchaser.

**Section Two: Improvements**

Any improvements on the premises, or which may be made on the premises, shall be and become the absolute property of the Seller, and shall be entirely forfeited to the Seller in case of failure to comply with the conditions of this Agreement. No mark or monument may be erected on the lot until the purchase price is fully paid.

**Section Three: Rules and Regulations**

By signing this Agreement, Purchaser acknowledges having received a copy of the cemetery Rules and Regulations (“Rules”), which Rules are incorporated into this Agreement by reference. Purchaser acknowledges and agrees that the Rules may be modified or revised from time to time by the Seller, and Purchaser agrees to comply with the Rules and any modifications or revisions.

\_\_\_\_\_ [Purchaser’s initials]

#### **Section Four: Time of Essence**

It is expressly understood and agreed that time is of the essence of this Agreement.

#### **Section Five: Limitations**

The Purchaser shall acquire no rights whatever in or to the premises save and except the right of interment on the premises, which right shall be exercised according to the bylaws and Rules of the Seller, and under the direction of the superintendent of the Seller.

#### **Section Six: Default**

The Purchaser's right of interment shall cease and terminate upon the failure of the Purchaser to perform any of his or her covenants in the Agreement. If the Purchaser fails to make any of the payments prescribed at the times or in the manner described in this Agreement, then the Seller may remove any and all interments to another lot or grave in the cemetery whose schedule price on the books of the Seller shall be equal to or less than the gross sum paid at that time by the Purchaser, after deducting the cost of removals and other incidental and consequential expenses, and may execute a conveyance of the right of interment in such lot or grave to the Purchaser, which shall have the effect of terminating the Purchaser's right of interment in the lot or grave referenced above in this Agreement.

#### **Section Seven: Assignment**

Purchaser shall have the right any time unless in default under this Agreement, or unless in non-compliance with the cemetery Rules, to assign his/her interest in this Agreement, subject to approval in advance by the Seller's Board of Trustees or its designee, and provided such assignment is first recorded on the Seller's books, and Seller agrees to furnish, on request, approved transfer forms for that purpose.

#### **Section Eight: Headstone**

Unless authorized in writing by the Seller, headstones must be placed on the west end of the burial site. (Left end of site when facing West Church Road) The Superintendent or his designee shall mark the location for the construction of the headstone foundation by the monument company. Southeast sections 11 through 15 are excluded from this rule. Sections 100 & 101 flush markers only. Old Sterling Cemetery: Existing stones grandfathered. See Rules and Regulations.

#### **Section Nine: Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Purchaser acknowledges that Purchaser has read this Agreement in its entirety and has had the opportunity to consult counsel prior to voluntarily signing this Agreement. The parties agree that any rules of contractual construction otherwise requiring that this Agreement shall be construed against the drafter shall not apply in construing or interpreting the provisions of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

Date: \_\_\_\_\_

Sterling Cemetery Company, Inc.  
571-239-3443

By: \_\_\_\_\_

Its: \_\_\_\_\_

Business Office: Monday – Thursday 9am – 5pm, Friday 9am – 4pm, CLOSED weekends and Holidays.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Funeral Home: \_\_\_\_\_

Funeral Director: \_\_\_\_\_

Burial Date & Time: \_\_\_\_\_

Veteran: Yes \_\_\_ No \_\_\_

The Sterling Cemetery Company, Inc. does not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

All sales are final.

Buyback of sites at 50% of the current price may be available with Cemetery approval.

Marking fee:\$100.00 per site for burial and/or headstone placement.

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