

ISLAMIC SOCIETY OF GREATER DAYTON
CEMETERY PURCHASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the Islamic Society of Greater Dayton, an Ohio not for profit corporation (the "ISGD"), and _____ ("Purchaser(s)").

WHEREAS, the ISGD keeps and maintains a cemetery located at 692 S. Alpha Bellbrook Road, Sugarcreek Ohio 45305 (the "Cemetery"); and,

WHEREAS, The ISGD offers for purchase the right to be buried in a plot in the Cemetery; and,

WHEREAS, Purchaser desires to enter into this Agreement to purchase the right to be buried in the Cemetery;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, including the foregoing recitals, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date: This Agreement shall be effective upon execution of this document by both parties.
2. Purchase Rights: This purchase is neither a purchase nor a lease of an interest in real estate. ISGD will maintain ownership of the Cemetery, including all Plots. Upon the purchase of the right to be buried in the Cemetery, the Purchaser acquires only the right of burial in, and perpetual care of, a burial plot, subject to the Rules and Regulations of the Islamic Society of Greater Dayton's Cemetery, which may be amended from time to time.
3. Purchase Price: The Purchaser is purchasing the following _____ Plot(s) in the amount of \$_____ per Plot totaling \$_____ ("Purchase Price").
4. Payment: A minimum of _____ of the Purchase Price is due upon execution of this Agreement with the balance of the Purchase Price to be paid within six months of the Effective Date of this Agreement. Interment will not be allowed nor may monuments be installed until rights to the Plot in question have been paid in full.
5. Transfer of Rights: The burial rights provided under this agreement may be transferred to an heir of Purchaser. Purchaser shall make such request in writing to ISGD. ISGD reserves the right to approve or deny any request to transfer burial rights.
6. Abandonment: Purchasers' rights to burial within the Cemetery will be considered abandoned, and the Purchase Price forfeited, under the following conditions:
 - (a) if after a period of 100 years from the Effective Date, the right to burial in the Cemetery

has not been exercised, or,

- (b) if, at any time, the ISGD receives notice or other reliable information that all Purchasers have been interred elsewhere.

In the event of abandonment of the burial rights, the rights will be made available for resale by the ISGD.

7. Perpetual Care: ISGD will provide perpetual care of the Cemetery. This includes the Cemetery including, but not limited to, maintenance of grounds, infrastructure, and roads. Perpetual care does not include, and the ISGD will not be responsible for, maintenance, upkeep or repair of any marker, monument or headstone or of any permanently ornaments unless the damage is a direct result of the act of ISGD's employees or contractors. The ISGD takes no responsibility for loss or damage to flowers, vases, mementos, or ornaments that are not permanently affixed to the gravesite.
8. Regulations: ALL REGULATIONS OF THE CEMETERY MANUAL ARE SUBJECT TO BE CHANGED OR AMENDED AT THE ISGD'S SOLE DISCRETION.
9. Governing Law and Jurisdiction: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio in the Court of Common Pleas in the County of Greene, Ohio.
10. Entire Agreement: This Agreement contains the entire agreement between the parties and cannot be modified except by a written document signed by both parties.
11. Provisions Separable: The provisions of this Agreement are independent and separable from each other. No provision shall be affected, rendered invalid or unenforceable by virtue of the fact that another provision may be invalid or unenforceable, in whole or in part.
12. Joint and Several Obligations: All agreements, rights and obligations of Purchasers shall be joint and several.
13. Affirmation: Purchaser hereby affirms having read the terms set forth in this Agreement and agrees to abide by all regulations now or hereafter promulgated by the ISGD.
- 14.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, hereby execute this Agreement on the dates set forth below.

THE ISLAMIC SOCIETY OF GREATER DAYTON

By: _____

Title: _____

Date _____

PURCHASER:

By: _____

Date _____

PURCHASER:

By: _____

Date _____