

13389 Mountain Rd.
Glen Allen, VA 23059
Cemetery License No.
4901000037



roselawnmemorygardens.com
roselawnva@gmail.com
804-798-6496

PLOT AGREEMENT

Date: _____ Account #: _____

PURCHASER: _____ PHONE #: _____

ADDRESS: _____

The Seller agrees to sell and the purchaser agrees to purchase subject to the following conditions stated in this agreement, the right of interment in a plot in Roselawn Memory Gardens, Hanover County, Virginia, containing _____ adult spaces.

PLOT LOCATION: Garden of _____ Section # _____ Plot(s): _____

Should burial require a grave larger than our standard 36" width x 96" length, Roselawn has the right to select another location that will accommodate an "oversize" burial container. See page 2

PAYMENT AND PERPETUAL CARE TRUST DEPOSIT (PCTF): To pay the sum of \$ _____ as the purchase price of said grave site. Roselawn agrees to place in the PCTF a sum equal to 10% of the purchase price as required by the State of Virginia totaling \$ _____.

Payment amount \$ _____ Check # _____ MONEY ORDER _____

Charge fee of 4% \$ _____

If this agreement is completed through the mail, agreement has to be returned to Roselawn within 20 days from the date of this agreement, prices quoted will not be guaranteed.

INTERMENT FEES: This agreement is for the purchase of the "Interment Right(s) only. It does not cover charges incurred with the "Opening and Closing" of the grave site or any other fees involving the burial. Fee does not include Saturday burial fee or after 3 pm fees. See General Price List.

COMPLIANCE WITH RULES AND REGULATIONS: The purchaser agrees to comply with the Rules and Regulations now in effect and here after adopted for the reasonable operation of the cemetery.

CERTIFICATE FOR INTERMENT RIGHTS: A "Certificate for Interment Right(s)", will be issued upon completion of all payments and will contain a Covenant of Perpetual Care reflecting the purchase price to be deposited into the Perpetual Care Trust Fund. This trust fund is maintained under the Trusteeship of Freed & Shepherd, Attorneys, Richmond, VA.

PERPETUAL CARE TRUST FUND PURPOSE: Provided at company expense, Roselawn agrees to maintain all roads, walks, fences, buildings, plantings, features and the plots therein. The income that is generated by the principal deposits, may be used for such maintenance as the State of Virginia Code Section §54.1-2322.

ASSIGNMENT OF SPACE: You may select the location or Roselawn will do it on your behalf. If Roselawn selects the location, you have thirty (30) days to review the selection and request another location of equal value upon which equal services can be rendered without additional charges. After the thirty day period, the location will be entered as a permanent location and any changes made will incur the usual and customary fees.

**** AT THE TIME OF NEED, IF THE DECEASED REQUIRES A BURIAL CONTAINER WIDER THAN 34" EXTERIOR MEASUREMENT, AND CANNOT FIT INTO THE ALLOTTED SPACE, ROSELAWN HAS THE RIGHT TO MOVE THE INTERMENT TO ANOTHER LOCATION TO ACCOMMODATE THE LARGER SIZE CONTAINER. IN THE EVENT THAT A LARGER GRAVE IS NEEDED, THE COST OF A SECOND PLOT MAY BE ASSESSED, IF AVAILABLE.

PAYMENTS DUE IN THE EVENT OF DEATH: _____ Single plot purchase; in the event of death before account is paid in full, the balance due on the account plus Opening and Closing must be paid before the interment can take place. _____ Two or more: for each plot used, the principal price must be paid in full plus the Opening and Closing fee.

TRANSFER OF OWNERSHIP: You may transfer ownership at any time PROVIDED you notify our office prior to the transfer. You will be required to surrender your Certificate of Interment and a new Certificate will be issued to the party(ies) you designate. **WE WILL NOT AUTHORIZE THE INTERMENT OF ANYONE EXCEPT YOU OR THOSE AUTHORIZED BY YOU IN WRITING.**

REFUNDS DURING PAYMENT PERIOD: In the event that this agreement is not fulfilled by the Purchaser as agreed, Purchaser agrees to accept payment paid into the account, minus interest, late fees, administrative fee, etc., and will close the account. Purchaser agrees to release Seller from contract obligations.

INTERMENT RIGHTS HAVE BEEN PURCHASED FOR: _____

COMPLAINTS AND CONTACTING THE CEMETERY BOARD: The Virginia Cemetery Board is responsible for regulating and investigating consumer complaints against cemetery operators. You may contact the Cemetery Board by:

MAIL: Cemetery Board
C/O DPOR
9960 Mayland Dr., Suite 400
Richmond, VA 23233

EMAIL: cemetery@dpor.virginia.gov
phone: 804-367-2039

I HAVE BEEN OFFERED: INITIAL, PLEASE

a General Price List _____ the Rules and Regulations _____ Payment Plans _____

Date contract was signed by purchaser: _____

If the form of payment used is in the form of a charge or debit card, I am aware that there will be an additional 4% service fee on the amount processed at that time. After sixty (60) days, and a cancellation is agreed to, 4% fee will be deducted from the amount refunded. _____

PURCHASER

PURCHASER

Date: _____

ROSELAWN REPRESENTATIVE
SCOTT N. MORGAN DPOR #4903-0012210
E. GASSMAN DPOR #4903-0012219
EDWINA FERGUSON DPOR #4903-013100

Rev. 2/23/2004; 11/8/2007; 9/27/2012; 03/18/2014; 10/14/19; 3/13/2021