

**GRACE COMMUNITY CHURCH
GRACE GARDENS GRAVEYARD
Interment Rights Purchase Agreement**

Grace Community Church of Maryville, Tennessee, has established a graveyard for the benefit of church members and their families. This graveyard shall be known as “Grace Gardens,” and shall be maintained by Grace Community Church of Maryville, Tennessee or by a successor trust (hereinafter collectively referred to as “GCC”) established for the maintenance and upkeep of Grace Gardens. This contract establishes the relationship between GCC, and the individual or families (“Purchaser”) seeking to purchase Interment rights at Grace Gardens.

I. Agreement to Sell and Purchase Interment Rights

Grace Gardens agrees to sell, and Purchaser agrees to purchase, Interment rights at Grace Gardens as described in this Interment Rights Purchase Agreement (hereinafter the “Agreement”). Interment rights are defined below.

II. Interment Rights Defined

Interment Rights are defined as the right to inter into the ground or a structure the human dead in Grace Gardens Graveyard located in Blount County, Tennessee. Purchaser does not own any property rights in the real or personal property located within Grace Gardens. The phrase “burial plot” may be used interchangeably with “Interment rights,” but does not suggest Purchaser has obtained a property interest in Grace Graveyards. All references to Interment rights or burial plots shall be deemed to include the singular and plural as the context requires.

III. Eligible Purchasers

Purchaser shall be a member of Grace Community Church in good standing, and is entitled to purchase plots on behalf of Purchaser, his or her spouse, parents, grandparents, children or grandchildren (non-Purchasers collectively referred to as “Assignees”). Additionally, a spouse, family member, personal representative of an estate, or other interested party may purchase Interment rights for a deceased church member in good standing at the time of their death. If through the exercise of church discipline, Purchaser, or the person for whom Purchaser has obtained Interment rights, is no longer in good standing with Grace Community Church, then Grace Gardens shall refund the purchase price in accordance with the terms of this Agreement to Purchaser.

IV. Number and Location of Burial Plots

Purchaser hereby agrees to purchase _____(_____) burial plots. The burial plots to be purchased are as follows:

V. Purchase Price

A fee of _____ (\$_____) will be charged for each plot. This fee is due and payable at the execution of this contract.

VI. Non-Transferability

Interment rights are non-transferable between Purchaser and third parties.

VII. Maintenance and Upkeep

GCC shall be responsible for the maintenance and upkeep of Grace Gardens. One-third (33%) of the purchase price for each plot shall be set aside and designated for the maintenance, upkeep and/or improvements to Grace Gardens.

VIII. Graveyard Regulations

Markers, tombstones and all other memorials shall be installed in accordance with Grace Gardens' policy. Regulations shall include, but are not limited to: 1) size of the markers, tombstones, or other memorials; 2) personal effects left at the gravesite, including artificial flowers; 3) the planting of shrubs or flowering plants, and all such other regulations as shall be reasonable. The regulations governing each plot shall be those in effect at the time of installation of any markers, tombstones, or memorials, not the regulations in effect at the time of the execution of this contract.

IX. Refunds

Refunds for burial plots may be obtained by the original purchaser only, and demands for refunds shall be in writing to GCC. Refund shall be for the original purchase price, and shall not include interest.

X. Reversion of Interment Rights

GCC shall periodically review its records of Purchasers and Assignees to determine whether Purchasers and Assignees have died, moved away, or otherwise are no longer interested in maintaining their Interment Rights at Grace Gardens. In these circumstances, GCC shall make reasonable efforts to refund the original purchase price to the purchaser. Upon determining in good faith that Purchaser or Assignee no longer intends to use purchased burial plots, such plots may revert to GCC, and may be sold to a third party. In the event that such determination was made in error, Purchaser shall be entitled to a refund of the original purchase price. Alternatively, Purchaser or Assignee shall be entitled to another burial plot within Grace Gardens.

XI. Funeral Arrangements

Permission to open graves and allow interments or disinterments must be granted through the cemetery committee before any grave is opened. A state approved vault, grave liner, or receptacle shall be required for all interments. When a grave is closed, all dirt will be tamped as the grave is refilled. GCC does not provide caskets, burial vaults, or the labor and equipment to open a plot.

XII. Binding Effect

All of the provisions of this Agreement are hereby made binding upon the personal representatives, executors, heirs, successors, and assigns of all parties hereto.

XIII. Severability

Should any provision of this Interment Rights Purchase Agreement be deemed unenforceable or contrary to the laws of the United States or the State of Tennessee, then such provision shall be stricken from this Consent to Counsel, and the remainder of the Consent be held enforceable.

XIV. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. In the event of any dispute arising under this Agreement, parties agree to pursue mediation, and if necessary, legally binding arbitration in accordance with the Rules of Procedure of the Institute for Christian Conciliation (complete text of the Rules is available at www.aorhope.org/rules or by contacting ICC at icc@aorhope.org). Judgement upon arbitration award may be entered in any court having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

I have read and understand the terms of this Agreement.

Signature of Purchaser

Date

Grace Community Church of Maryville, Tennessee

Signature of Designated Representative

Date