

## Windy Knoll Memorial Sanctuary Burial Rights Purchase Agreement

Record number: \_\_\_\_\_

This agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between Windy Knoll Memorial Sanctuary LLC, a natural (“green”) cemetery operating in the state of Kentucky, hereinafter designated as the “Seller,” and \_\_\_\_\_, hereinafter designated as the “Purchaser.”

The Purchaser, in consideration of the amounts paid as listed below, does hereby purchase from the Seller, subject to the Seller’s Rules and Regulations now in force or hereafter made or amended for the operation of Windy Knoll Memorial Sanctuary, the burial rights listed below.

**Burial Rights for:**

Full legal name: \_\_\_\_\_

Maiden or other previous name if applicable: \_\_\_\_\_

Address: \_\_\_\_\_

Date and Place of Birth: \_\_\_\_\_

Phone number with area code: \_\_\_\_\_

Email address: \_\_\_\_\_

Relationship to Purchaser (indicate if “same”): \_\_\_\_\_

**Purchaser:**

Name (indicate “same as above” if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number with area code: \_\_\_\_\_

Email address: \_\_\_\_\_

**Burial Rights purchased (select one option):**

- Body Burial in the meadow
- Cremation Burial in the meadow
- Cremation Burial in the woods

Specific burial location (select one of the following):

At this time, I waive the right to select a specific location within my chosen burial section. Either I, or my survivors, may make that selection at any time.

I wish to allow Windy Knoll Memorial Sanctuary to select the burial location, in the section designated above.

I wish to select a specific location for burial. It has been explained to me that under certain circumstances (such as, but not limited to, natural changes in the landscape and terrain of the burial areas), Windy Knoll Memorial Sanctuary may need to provide a similar, nearby burial location within the same section, instead of the location originally chosen.

Specific location (if chosen):

Section: \_\_\_\_\_

GPS Coordinates: \_\_\_\_\_

Description: \_\_\_\_\_

Payment Information:

Amount received by Seller \$ \_\_\_\_\_

Payment method: \_\_\_\_\_

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

Payment in full or  50% down payment\*.

\*Balance of \$ \_\_\_\_\_ due on \_\_\_\_\_. (Includes \$100 administrative fee. Failure to pay balance by due date will result in cancellation of this contract. Down payment will NOT be refunded.)

**Purchaser** acknowledges that a site-preparation, gravedigging, and burial fee, which for cremation burial includes soil amendment, as reflected in the Fees list current at the time of burial (see [www.wkmscemetery.org](http://www.wkmscemetery.org)), will be charged in addition to the amount(s) paid herein, and explicitly agrees to pay, or have the estate pay, that fee prior to the site preparation. Purchaser further acknowledges that natural burial is an irreversible act, and by choosing natural burial has waived any future right for disinterment, and that therefore any bodily remains buried are not recoverable.

**Seller** acknowledges that 10% of the amount(s) paid herein (not including the gravedigging and site-preparation fee mentioned above) will be placed in an ongoing Maintenance Fund.

Assignment of Burial Rights:

Purchaser may request, in writing to the Seller, the right to transfer these burial rights to any other person. Upon payment to the Seller of a \$100 administrative transfer fee, the new owner of these burial rights must complete proper paperwork before becoming fully vested in those rights.

I have received and read a copy of the current Rules and Regulations of Windy Knoll Memorial Sanctuary, and agree to abide by them, including any subsequent amendments thereto. I wish to purchase natural burial rights at Windy Knoll as set forth in this contract.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Windy Knoll Representative

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

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