

CONTRACT FOR PURCHASE OF GRAVE SPACE

THE CITY OF LAKE WORTH BEACH, FLORIDA, a Florida municipal corporation, having its principal place of business at 7 North Dixie Highway, Lake Worth Beach, Palm Beach County, Florida, 33460, hereinafter "Owner", in consideration of the deposit of \$ _____, which is hereby acknowledged to have been paid by _____, hereinafter "Purchaser", whose current mailing address is _____, does hereby agree to sell and convey to the Purchaser, for the full purchase price of \$ _____, of which the deposit is a part, the following grave space, located in the City of Lake Worth Beach, Florida:

Plot number(s) _____, Section _____, of _____ Cemetery, according to the plat or plan of said cemetery on file in the office of the clerk of the Circuit Court in and for the County of Palm Beach or on file in the office of the city clerk.

The Purchaser understands and agrees that the above described grave space may only be used as a burial place for the dead and that the grave space may not be used or occupied until the full purchase price of such grave space has been paid in full. When the Purchaser has paid the purchase price in full to the Owner, the Owner will draft, execute and deliver to the Purchaser, a good and sufficient deed of conveyance to the described grave space, subject, however, to all reasonable rules and regulations of the Owner, now existing or that may hereafter be adopted or amended, governing the use and maintenance of the cemetery and subject to any and all applicable local, state and federal laws and regulations. The Purchaser understands that this grave space is nontransferable except as set forth in the cemetery rules and regulations and ordinance, as amended from time to time.

The parties agree that where the title to any grave space is vested in more than one person, the signature of any one of the grantees named therein, or their heirs, or other individual authorized by the rules and regulations or by other applicable law or regulation, on an application for a burial permit shall be full and sufficient authority to the Owner for the issuance of such permit and for the burial to be made in accordance therewith.

The Purchaser acknowledges and agrees that if the Purchaser is 90 days past due in making payments hereunder, this Contract shall be considered to be in default, and the Owner shall be entitled to cancel the Contract and retain all funds paid to date towards the grave space purchase price as liquidated damages. The Owner will provide the Purchaser notice of the default, cancellation of the Contract and the amount of liquidated damages forfeited. Thereafter, the Owner shall be authorized to resell the grave space which is the subject of this Contract.

The parties also agree to the following miscellaneous provisions:

1. Enforcement Costs; Law; Venue; Remedies; Waiver of jury trial. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract, the parties agree that each party shall be responsible for its own attorney's fees. The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.**

2. Survivability; Severability; Preparation; Waiver. Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract shall survive its expiration or earlier termination. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

3. Entire Agreement. The Owner and Purchaser agree that the Contract and the resulting Plot Deed, once fully executed, set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Counterparts. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this document by electronic means and shall treat the same as an original.

The Purchaser shall pay the first monthly payment of \$_____ on or before _____, 2022 and shall pay the final payment on or before _____, 2022.

Dated this _____ day of _____, 2022.

CITY OF LAKE WORTH BEACH, FLORIDA

By _____
Melissa Ann Coyne, CMC, City Clerk

By _____
Purchaser

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, Purchaser.

[Notary Stamp]

(Signature of Notary Public –State of Florida)

____ Personally known OR

____ Produced Identification

Type of Identification Produced: _____

For Office Use Only

Deposit of \$_____ paid on _____, 2022 (check no. _____).

Payment of \$_____ paid on _____, 2022 (check no. _____).

Balance paid in full on _____, 2022 (check no. _____).