HANOVER MEMORIAL
PARK CEMETERY

VA Cemetery License 4901000202
At Need / Pre-Need /Contract Updated to align with GPL and DPOR requirements

Purchaser Information **Deceased Information**

Purchaser: _____ **Deceased:** _____

Co-Purchaser: _____ **DOB:**_____ **DOD:**_____**DOS:**_____

Address: _____ **Address:**_____

Mr. DOB_____ **Mrs. DOB**_____ **Funeral Home:**_____**Director:**_____

Family Contact:_____ Phone Number:_____

	Description	Price per Item	Guaranteed (Y/N)	Total
	BURIAL RIGHTS	$		$
	Location: _____			
	Perpetual Care Paid for by Purchaser (10% of price)	$		$
	Reserve additional lot for 60 days			
	2nd interment fee (two burials in one lot)	$		$
	OPENING & CLOSING CREMATION	$		$
	FULL BURIAL Billed at current GPL rate unless separately guaranteed in writing	$		$
	VAULT /OUTER BURIAL CONTAINER	$		$
	THIRD-PARTY OUTER BURIAL CONTAINER OVERSIGHT FEE (if applicable)	$		$
	MEMORIAL / MARKER	$		$
	Installation + Foundation base	$		$
	Administrative/ Contract fee	$		$
	Administrative / Applicable Fees	$		$

Stone Section: Flat or Upright Man on Left or Right

Sales Tax $_____
Total_____

FUNDS REQUIRED TO BE PLACED IN PRE-NEED TRUST: Certain funds of this contract may be required to be placed in a Trust Fund in accordance with §54.1-2325 of the Code of Virginia.

Pre-need(40%)$_____ Perpetual Care(10%)$_____ Trustee:_____

Delivered merchandise accepted into cemetery inventory on behalf of Purchaser shall be treated as delivered merchandise in accordance with Virginia law.

Buyer: _____ Date: _____

Co-Buyer: _____ Date: _____

Sales Personnel & Registration # _____4903012041

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PARTIES: In this Agreement, the words "I," "me," "my," and "we" mean any person who signs as Buyer or Co-Buyer. The words "you" and "your" mean Hanover Memorial Park Cemetery. Or any lawful assignee of this Agreement.

TERMS & CONDITIONS

Additional Legal Provisions: This Agreement is intended to be interpreted in conjunction with Hanover Memorial Park's current General Price List, Cemetery Rules & Regulations, memorial policies, and all applicable provisions of the Code of Virginia governing cemetery companies, perpetual care, and pre-need burial contracts. In the event of any conflict, the stricter legal or regulatory requirement shall control.

PURCHASE OF GOODS: I hereby purchase from you the exclusive rights of interment-entombment and/or such items described below. I understand that the Cash Price listed below does not include interment-entombment or opening/closing fees. The base interment fee today is:_____ Current Cemetery service rates are governed by the effective GPL in effect at the time the services are preformed.

1. **Agreement to Pay:** Purchaser agrees to pay the Total Sales Price in accordance with the payment terms agreed.
2. **Title:** Seller retains title to all interment rights and merchandise until paid in full.
3. **Rules & Regulations:** All rights conveyed are subject to Hanover Memorial Park's Rules, Regulations, and current GPL.
4. **Current Rate Services:** Opening and closing, second interment, oversize, rush scheduling, Sunday/holiday, disinterment, and labor-based services are billed at the Cemetery's current GPL rates in effect at time of need unless specifically guaranteed in writing.
5. **Memorial Requirement:** A memorial process must begin within 60 days after burial. Family-area continuity rules apply.
6. **Outside Vendors:** Outside vaults and memorials are subject to inspection, approval, and applicable oversight fees.
7. **Credit Card Fee:** A 3.75% processing fee applies to credit card transactions.
8. **Substitution of Goods or Services:** If any property, merchandise, vault, memorial, or other item specified in this Agreement is unavailable at the time of performance or delivery, Seller may furnish substitute property or services of similar size, style, and at least equal quality and value, consistent with Virginia law.
9. **Seller Approval / No Unauthorized Use:** No burial, memorial placement, vault delivery, disinterment, scattering, or other cemetery use may occur without Seller's written approval and compliance with Cemetery scheduling requirements.
10. **Default / Nonpayment:** In the event of purchaser default, Seller may suspend performance, memorial installation, interment rights usage, or further services until the account is paid in full, together with any delinquency, returned payment, rush scheduling, or administrative charges permitted by the current GPL and Virginia law.
11. **Limitation Pending Full Payment:** Any temporary burial, placement, memorial setting, or use of cemetery property before full payment is made shall not vest permanent rights in Purchaser until all sums due are paid.
12. **Family Area Continuity / Restrictions:** To preserve continuity, aesthetics, and contractual compliance within family areas, Seller may restrict additional purchases, interments, or memorial approvals within a family lot until required memorial obligations have been satisfied.
13. **Natural Conditions / Force Majeure:** Seller shall not be liable for delays, access restrictions, weather impacts, wildlife, acts of God, vandalism, civil disturbance, or other conditions outside Seller's reasonable control.
14. **Entire Agreement / No Oral Modifications:** This Agreement, together with the GPL, Rules & Regulations, and signed addenda, constitutes the entire agreement. No oral statements or representations shall modify its terms unless reduced to writing and signed by Seller.
15. **Virginia Law / Venue:** This Agreement shall be governed by the laws of the Commonwealth of Virginia, and any dispute arising hereunder shall be brought in the appropriate court having jurisdiction in Hanover County, Virginia.

CANCELLATION RIGHTS:

The Purchaser or Co-Purchaser may terminate this agreement within **three (3) days of execution** and is entitled to a refund of all consideration paid, less amounts paid for any property or supplies already delivered.

After the 3-day period, cancellation is governed by the Cemetery's current GPL and applicable Virginia law.

RIGHT TO CHANGE CONTRACT PROVIDER: Buyer and/or Co-Buyer have the right to change the contract provider at any time prior to the furnishing of property or services, excluding mausoleum crypts, garden crypts, or other nontransferable interment rights as permitted by law. If Seller will not be furnishing the property or services, Seller shall attach a copy of its agreement with the substitute provider.**COMPLAINTS AND CONTACTING THE CEMETERY BOARD:** The Virginia Cemetery Board regulates and investigates consumer complaints against cemetery operators. Mail: Cemetery Board, c/o Department of Professional and Occupational Regulation, The Perimeter Center, Suite 400, 9960 Mayland Drive, Richmond, Virginia 23233 Telephone: (804) 367-0010 Email: cemetery@dpor.virginia.gov

THIS PRE-NEED BURIAL CONTRACT REQUIRES THE PLACEMENT IN TRUST OF A MINIMUM OF 40% OF THE FUNDS INCLUDED IN THIS CONTRACT. THE BALANCE OF FUNDS MAY BE USED FOR CARE AND MAINTENANCE OF THE CEMETERY AND ARE NOT REQUIRED TO BE PLACED IN TRUST.