

Christian Faith Moravian Church
Application for the purchase of a burial plot
(Adopted 11/11/08)

This agreement is granted by Lessor, the Christian Faith Moravian Church, of Dane county, State of Wisconsin, for and in consideration of the sum of \$ _____ (\$ _____) to _____ (Lessee(s)) (as joint tenants) (as tenants in common) (as an individual) for interment purposes only of _____ () human body(ies) or _____ () cremation urns, [limited to one body or 2 cremation urns per grave] the following premises to wit:

Lot number(s) _____ Gravesite _____ (s)

of the Christian Faith Moravian Cemetery located on Portage Road in the Town of Windsor, Wisconsin and according to a map of the Christian Faith Moravian Cemetery filed with the Administrator of the cemetery, and the aforesaid burial-lot, or part thereof, contains a total of _____ square feet more or less. Additional charges will be assessed for marking of location of grave and lot and markers at the time of request in amounts as maybe determined from time to time by the Christian Faith Moravian Church Board of Trustees and/or Church Council.

All funds shall be invested and held by the Christian Faith Moravian Church and shall be expended for the general care, maintenance, ornamentation and management of the Christian Faith Cemetery as a whole and shall include such things as: keeping the lawns mowed in all divisions wherein interments have been made; leveling of sunken graves, trimming trees and shrubbery and necessary removal or replacement of same; and such other details as will improve the general appearance of the cemetery property. The trimming of grass around monuments and markers is an optional duty subject to the discretion of the Administrator and is not herein guaranteed. The above outlined care shall be furnished only insofar as the funds deposited and invested will permit. In the event funds shall be depleted, the Christian Faith Moravian Church shall have no further obligation to maintain and care for the cemetery as outlined above, until or unless such funds later would become available.

This agreement is given and accepted upon the express condition that this burial-lot shall at all times be subject to the *Rules and Regulations* of the Christian Faith Moravian cemetery now in force, together with amendments, alterations, and additions thereto, for its government and control. Said *Rules and Regulations* are hereby specifically made a part of this conveyance and are binding on the Lessees, their heirs, devisees, executors, administrators and assigns.

The following enumeration of certain conditions, reservations, privileges and restrictions

shall not be considered as the only limitations, but the Lessees shall always hold at their interests and rights to be subject to the Rules and Regulations on file for inspection at the office of the Christian Faith Moravian Church. The Lessees covenant and agree that:

No transfer, conveyance or assignment of any interest in these premises shall be valid without first re-conveying said premises back to the Christian Faith Moravian Cemetery who upon written instructions will then re-issue a new agreement to the person or persons to whom possession is to be transferred and the Lessees shall reimburse the Cemetery Fund for all service and expense pertaining to the issuing of a new agreement.

No monument or other memorial, tree, plant, object or embellishment of any kind shall be placed upon, altered or removed from the above described property by the Lessees without consent of the cemetery Administrator.

Flowers and wreaths are acceptable, and do not require specific approval. Flowers and wreaths are to be removed by the dates identified under the Operation and conduct of the cemetery section of the cemetery Rules and Regulations.

All grading, landscape work and improvements of any kind on the above described property, all trees and plants of any kind to be planted, trimmed or removed, and all foundations, interments and disinterment, shall be made only by the Administrator, unless otherwise authorized by the Board of Trustees by official action. If work is being done by the Administrator upon request of Lessee, their heirs, agents, and/or assigns, the Administrator may charge the Lessee reasonable costs for such services being provided.

No monument, memorial or other structure extending above the surface of the ground shall be erected in the south acre, with no exceptions unless waived in writing by the Board of Trustees and approved by the Church Council of the Christian Faith Moravian Church.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be executed in its corporate name by its designated administrator,

this _____ day of _____, 20____ by:

Lessor (printed name)

(signature)

Administrator of the Christian Faith Moravian Cemetery

Lessee (printed name)

(signature)

Lessee (printed name)

(signature)

Lessee (printed name)

(signature)