



UNIVERSITY
of
VIRGINIA

CEMETERY PLOT AGREEMENT

Facilities Management Finance 434-924-1777
www.virginia.edu/uvacemetery

**UNIVERSITY OF VIRGINIA CEMETERY
PURCHASE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the Rector and Visitors of the University of Virginia, an institution of higher education of the Commonwealth of Virginia (the "University"), and _____ ("Purchaser(s)").

WHEREAS, the University keeps and maintains a cemetery located at Cemetery Road, Charlottesville, VA 22903 (the "Cemetery"); and,

WHEREAS, Virginia law provides that burial rights are in the nature of an easement; and,

WHEREAS, Virginia law provides that institutions of higher education have the authority to convey easements pertaining to any property owned by the institution; and,

WHEREAS, The University offers for purchase burial rights in those plots designated as burial sites ("Plots") in the Cemetery; and,

WHEREAS, Purchaser desires to enter into this Agreement to purchase burial rights in those Plots described herein;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, including the foregoing recitals, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date: This Agreement shall be effective upon execution of this document by both parties.
2. Purchase Rights: **This purchase is neither a purchase nor a lease of an interest in real estate.** The University will maintain ownership of the Cemetery, including all Plots. Upon the purchase of the right to the use of such Plots, the Purchaser acquires only the right of burial in, and perpetual care of, the Plot, subject to the Regulations within the University of Virginia's Cemetery & Columbarium Manual, which may be amended from time to time. The rights provided under this agreement are not transferable by the Purchaser(s) to others. Any request to transfer burial rights must be requested of the University in writing.
3. Purchase Price: The Purchaser is purchasing the following ____ Plot(s) in the amount of \$_____ per Plot totaling \$_____ ("Purchase Price"):

Section I, Plot: _____

Section I, Plot: _____

4. Payment: A minimum of fifty percent of the Purchase Price is due upon execution of this Agreement with the balance of the Purchase Price to be paid within six months of the

Effective Date of this Agreement. Interment will not be allowed nor may monuments be installed until rights to the Plot in question have been paid in full.

5. Abandonment: Purchasers' rights to burial in the Plot in question will be considered abandoned, and the Purchase Price forfeited, under the following conditions:
 - (a) if after a period of 100 years from the Effective Date, the right to burial in the Plot(s) in question has not been exercised, or,
 - (b) if, at any time, the University receives notice or other reliable information that all Purchasers have been interred elsewhere.

In the event of abandonment of the burial rights in such Plot, it will be made available for resale by the University.

6. Perpetual Care: The University will provide perpetual care of the Cemetery. This includes the Cemetery including, but not limited to, maintenance of grounds, infrastructure, and roads. Perpetual care does not include, and the University will not be responsible for, maintenance, upkeep or repair of any marker, monument or headstone or of any permanently affixed vases or ornaments unless the damage is a direct result of the act of University's employees or contractors. The University takes no responsibility for loss or damage to flowers, vases, mementos, or ornaments that are not permanently affixed to the gravesite.
7. Regulations: ALL REGULATIONS OF THE CEMETERY & COLUMBARIUM MANUAL ARE SUBJECT TO BE CHANGED OR AMENDED AT THE UNIVERSITY'S SOLE DISCRETION.
8. Governing Law and Jurisdiction: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia in the Circuit Court in the County of Albemarle, Virginia.
9. Entire Agreement: This Agreement contains the entire agreement between the parties and cannot be modified except by a written document signed by both parties.
10. Provisions Separable: The provisions of this Agreement are independent and separable from each other. No provision shall be affected, rendered invalid or unenforceable by virtue of the fact that another provision may be invalid or unenforceable, in whole or in part.
11. Joint and Several Obligations: All agreements, rights and obligations of Purchasers shall be joint and several.
12. Affirmation: Purchaser hereby affirms having read the terms set forth in this Agreement and agrees to abide by all regulations now or hereafter promulgated by the University.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, hereby execute this Agreement on the dates set forth below.

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

By: _____
Blake Watson
Director of Business Services

Date _____

PURCHASER:

By: _____

Date _____

PURCHASER:

By: _____

Date _____