

**BETH SHOLOM MEMORIAL GARDENS  
MEMPHIS, TENNESSEE**

**INTERMENT RIGHTS AND PERPETUAL CARE AGREEMENT**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between **BETH SHOLOM SYNAGOGUE**, a Tennessee nonprofit corporation (“Beth Sholom”), and owner and operator of Beth Sholom Memorial Gardens (the “Cemetery”), and \_\_\_\_\_ (“Purchaser”).

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Definitions.**

- (a) Burial Lot. One interment space in the cemetery, which shall measure three feet, six inches by nine feet (3’6” x 9’).
- (b) Cemetery Committee. The Cemetery Committee of Beth Sholom.
- (c) Eligible Person. An individual, who is a member of the Jewish Faith, as determined by the current prevailing view of The Conservative Movement.
- (d) Interment Rights. The right to bury a deceased Eligible Person in a Burial Lot.
- (e) Perpetual Care. The general preservation and maintenance, including regular mowing and raking, of the Cemetery grounds, including each Burial Lot, and the maintenance of the Cemetery’s walkways, roadways, boundaries, and other structures.

**2. Purchase and Sale.** Beth Sholom agrees to sell to the Purchaser, and the Purchaser agrees to buy from Beth Sholom, in accordance with the Cemetery’s current Rate Schedule and subject to the terms and conditions set forth herein, the exclusive reservation of Interment Rights and Perpetual Care thereof in \_\_\_\_\_ Burial Lots in the Cemetery (the “Lot(s)”), to be used for the interment of the Eligible Person(s) designated by the Purchaser below (the “Designated Persons”), which Lots are described on the Plat on file in the office of Beth Sholom as follows:

Section \_\_\_\_\_ Plot \_\_\_\_\_ Lot(s) \_\_\_\_\_

Designated Eligible Person(s) \_\_\_\_\_

Purchaser agrees to pay the sum of \$\_\_\_\_\_ (the “Purchase Price”) for the reservation of the Interment Rights to the Perpetual Care for the Lot(s), to be paid as follows:

\$\_\_\_\_\_ in cash, receipt of which is hereby acknowledged, with the balance of \$\_\_\_\_\_ to be paid \_\_\_\_\_ of this Agreement.

**3. Interment Rights.** Only an Eligible Person may be buried in a Burial Lot. Beth Sholom shall exercise sole and final judgment in the determination of the eligibility of any individual designated by the Purchaser and in all other matters pertaining to interment and ritual. Interment Rights are further subject to the Rules and Regulations of Beth Sholom Memorial Gardens (the “Rules and Regulations”), a copy of which is available for inspection at the office of Beth

Sholom and which are hereby incorporated herein by reference. The parties acknowledge that the Rules and Regulations may be amended or changed by Beth Sholom Memorial Gardens and/or Beth Sholom Synagogue without prior notice.

4. **Funeral Related Services.** Beth Sholom shall not be obligated to provide or pay for any funeral related services. It shall be the sole obligation of the estate of the deceased or his or her family or legal representative to arrange for and pay for all funeral related services. In addition to any other payments made or to be made hereunder, if at the time of the burial, the Purchaser is not a general, individual, individual parent, junior, associate or honorary member in good standing of Beth Sholom, the Purchaser, his or her family or legal representative, shall pay Beth Sholom a fee in the amount equal to \$3,500.00. All amounts due to Beth Sholom including, but not limited to, the \$3,500.00 fee as set forth in this paragraph shall be paid prior to burial.
5. **Reservation.** Upon receipt by Beth Sholom of the full Purchase Price in accordance with Section 2 above, Beth Sholom shall reserve the Lots for the use of the Purchaser, or the Designated Person(s), until the time of need.
6. **Transfer of Rights.** Purchaser may not sell or transfer his reservation of the Lots to another person without the written consent of Beth Sholom. Subject to such consent, any such transfer shall not be effective until it has been recorded in the records of Beth Sholom. The transferee shall be subject to all the terms and conditions of this Agreement and of the Rules and Regulations. The Purchaser may change the Designated Person to be buried in any Lot at any time prior to the use of that Lot for interment by notifying Beth Sholom in writing of such change.
7. **Grave Markers.** The Purchaser acknowledges that Beth Sholom is not obligated to provide a Grave Marker. However, the family or legal representative of each deceased Eligible Person buried in one of the Lots shall at their expense place a marker on such Burial Lot within one year of the date of burial of the deceased Eligible Person. The marker must conform to the standards set by the Cemetery Committee's Rules and Regulations.
8. **Default.** Time is of the essence of this Agreement. Should the Purchaser be more than thirty (30) days delinquent in the payment of the Purchase Price as hereinabove provided, Beth Sholom may, at its option, declare the entire unpaid balance due and payable immediately and enforce by legal means the collection thereof, together with attorney fees, court costs, and other charges, or terminate this Agreement and retain all payments previously made by the Purchaser as liquidated damages.
9. **Entire Agreement.** This Agreement and the Rules and Regulations contain the entire understanding of the parties hereto with respect to the subject hereof, and supercede all other representations, agreements and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein. This Agreement may be amended only by a written instrument duly executed by the parties hereto.

This Agreement shall not become effective until signed by the Chairman of the Board of the Beth Sholom Cemetery Trust Corporation or the Warden of the Cemetery. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall be governed by and construed and enforced in accordance with the laws of the state of Tennessee.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Telephone)

**ACCEPTED:  
BETH SHOLOM MEMORIAL GARDENS  
OWNED AND OPERATED BY BETH SHOLOM SYNAGOGUE**

**Contact in case of necessity**

By: \_\_\_\_\_  
(Chairman/Warden)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_