

INSTRUCTIONAL LOT LICENSE

<P- Insert Cemetery Name, Insert Cemetery Address, & Telephone Number >
<License #>

CEMETERY LOT LICENSE AGREEMENT (License for Burial Purposes)

This Lot License ("License") Agreement ("Agreement") is made and entered into this date of --/--/---- by and between the <P- insert cemetery name > Cemetery in <P- cemetery city/town > of the Roman Catholic Bishop of Manchester, a corporation sole d/b/a <P- insert parish name > Parish in <P- insert parish city/town > ("Licensor") and <insert all Lot Holder (s) individual(s) name(s) > ("Licensee") of <insert Lot Holder(s) individual(s) address(es) & Telephone Number(s) > (collectively the "Parties"). In completing this license, please make sure the names listed match signature names on page two (2).

RECITALS

- A. **Licensor's Property:** Licensor is the owner of that certain property presently described as <P- insert cemetery name > Cemetery, <P- insert cemetery's full address > ("Licensor's Property").
- B. **Intent:** Licensor and Licensee intend to set forth their Agreement and understanding with respect to the right of burial on Licensor's Property by Licensee, pursuant to this Agreement.
- C. **Definitions:** In this Agreement and in the Diocese of Manchester Cemetery Rules and Regulations, the Licensor is also known as the ("Management"), the Licensee as the ("Lot Holder"), and the Licensee Rights as ("Lot Holder Rights").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement adopted and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **License Fee:** Checkmark indicates payment plan (select only one [1] box):

Full Payment: A License fee of \$ <insert full \$ amount> will be paid by Licensee to Licensor upon execution and delivery of this Agreement.

Installment Payments (If Applicable at Cemetery): A License fee in the amount of \$ <insert full \$ amount> will be paid by the Licensee with <insert \$ amount> paid at time of signing this Agreement. The remaining balance is to be paid in <insert number of months> monthly installments of \$ <insert \$ monthly payment> and is due on or before the first day of each month beginning on <insert date payment is due>, with the final payment being made on <--/--/---- payment date>. Licensee Rights will only be provided to Licensee upon full payment of the License fee. In addition, Licensee agrees that if payment is not made each month as described, the Licensee will be subject to a finance charge of <insert \$ or %>. The Licensor has a right to terminate all rights to said License at any time if not paid within the agreed upon terms and a new License may be issued for the same Lot to another person or persons. In instances of termination, Licensor is not obligated to refund the deposit or payments made.

2. **Grant of License:** Licensor hereby grants to the Licensee a REVOCABLE License allowing for burial, (subject to the Diocese of Manchester Cemetery Rules and Regulations and the Cemetery Specific Supplemental Rules and Regulations [if any]) upon Licensor's Property, described as follows: <insert section number, row, lot number, grave number (full body or cremains), and number of Graves >, hereafter ("Licensee Lot").

3. **Cemetery Rules and Regulations:** Licensee agrees to be *bound by and comply with* the Diocese of Manchester Cemetery Rules and Regulations ("Rules and Regulations") and if any, the Cemetery Specific Supplemental Rules and Regulations ("Cemetery Specific Supplemental Rules"). The Licensor reserves the exclusive and sole discretion to define, interpret, apply, and enforce these Rules and Regulations and the Cemetery Specific Supplemental Rules (if any), in all circumstances. In addition, all amendments, revisions, changes, alterations, modifications, additions, to the Rules and Regulations adopted by the Licensor (and to any Cemetery Specific Supplemental Rules), now in effect or which may hereafter become effective, automatically apply to all Licenses; whether the Licenses were issued prior or subsequent to their adoption and shall apply to all lots/graves, all Licensees, all the heirs to the Licensee, and all visitors to the cemetery. In addition, from time to time, the Licensor reserves the right to waive one (1) or more of these Rules and Regulations or Cemetery Specific Supplemental Rules (if any), under circumstances determined in Licensor's sole and exclusive discretion. **Along with the receipt of this Agreement, the Licensee hereby confirms**

Commented [GD1]: To make this document bigger when reading on the computer, use the "+" sign on the tool bar above (for PDF documents only).

Commented [GD2]: To begin working in the document, just click "View" and then "Edit." Do not hit return when entering data.

Commented [GD3]: "P" indicates that this a permanent fillable space. After filling in the permanent information (such as the cemetery name, address etc.) use a file name such as "Lot License Master - St. Joseph Cemetery, Salem." That copy can be used as the template for future Lot Licenses. It is recommended that each individual lot license is saved electronically by taking the permanent template, save as "Smith, John A - Lot License," then fill in specific information and save.

Commented [GD4]: Parishes with multiple cemeteries should have a template for each cemetery.

Commented [GD5]: Licensor is Cemetery; Licensee is Lot Holder

Commented [GD6]: For installment sales, this date will not match the date on the Licensor Signature line but should match the date on the Licensee Signature line.

Commented [GD7]: Because there are Catholic cemeteries with the same name, it is essential to enter the city/town.

Commented [GD8]: All names here should match the names on page 2.

Commented [GD9]: If Licensees' have different addresses they should be included on this line.

Commented [GD10]: Be sure that only one box is checked off.

Commented [GD11]: A "NA" can be hand-written over the option not used.

Commented [GD12]: Exceeding 24 months on installment sales is not recommended.

Commented [GD13]: Enter "NA" if there is no finance charge.

Commented [GD14]: This space is big enough to include all the necessary description of the lot including number of graves.

Commented [GD15]: After the licensee reads this page, remind them to put their initials on the Licensee Initial line.

Abstract from the Diocese of Manchester Cemetery Rules and Regulations (Rules and Regulations)

For the complete set of Rules and Regulations: <https://www.catholicnh.org/parishes/parish-life/catholic-cemeteries/>

- 1) Catholic cemeteries are intended for the interment of Catholics who have the right to Christian burial as well as Catholics who have not been active in the Church, individuals of other Christian faiths, and non-Catholic spouses and family members of Catholics (*Rules and Regulations, Article I: Purpose of Cemeteries*).
- 2) Roman Catholic cemeteries are holy places, sacred grounds consecrated by the Church, a place of prayer and dignity for our faithful departed, and an extension of the Church. Quiet reverence and respect for other people visiting is expected at all times (*Rules and Regulations, Article XIV: Use of Cemetery*). Management/Licensor in its sole discretion, reserves the right to refuse admission to the cemetery or cemetery facilities at any time to any person or persons (*Rules and Regulations, Article II: Admission to Cemetery Properties*).
- 3) Management/Licensor shall have a right to fix/change a charge and time of payment for the Lot License, each interment (including additional inurnments in the same grave), disinterment, removal, lot, crypt, niche transferred/released, and for the performance of any other service rendered by Management/Licensor (*Rules and Regulations, Article XIII: Service Charges*).
- 4) Subject to compliance with the Rules and Regulations, the Lot Holder(s) Right(s)/Licensee Rights are to: (i) be buried in the lot; (ii) designate in writing individuals to be buried in graves; (iii) designate in writing to family members the rights and control of the lot after his/her death (Lot Holder Rights/Licensee Rights); (iv) be part of the disinterment process; and (v) make decisions regarding memorials (monuments/markers etc.). All rights noted above are subject to Management/Licensor approval and written/signed designations must be on file with the cemetery office (*Rules and Regulations, Article IX: Heirship*).
- 5) Management/Licensor will perform care and maintenance to the lot necessitated by natural growth and ordinary wear, including cutting of lawns, trimming around memorials (monuments/markers), and the repair/maintenance of roadways/walkways and buildings, at Management/Licensor's sole and exclusive discretion. Management/Licensor is under no obligation to plow the roads, clear walkways of snow/ice, or remain open in the winter (*Rules and Regulations, Article XXI: Care*).
- 6) Unless approved by Management/Licensor, decorations will not be permitted on any lot and any such articles will be removed. In addition, Management/Licensor shall not be responsible for the damage or loss of any of these items (*Rules and Regulations, Article XIV: Use of Cemetery*).
- 7) Burial vaults are required for full body burials and Management/Licensor reserves the right to require burial vaults for cremated remains. Cremated remains of more than one (1) individual are not to be combined and are not to be separated or scattered within the cemetery (*Rules and Regulations, Article V: Interment/Entombment/Inurnment Procedures*).
- 8) The right to install a memorial (monument/marker) will only be provided/initiated upon full payment of all outstanding fees and/or charges and upon approval of a detailed plan and design. Management/Licensor reserves the right at all times to approve and prescribe the kind, size, design, symbolism, graphic design, craftsmanship, inscriptions, professional abbreviations, number of memorials (monuments/markers) allowed per lot, memorial location, and quality and material of memorials (monuments/markers), (*Rules and Regulations Article XXVI: Memorials and Rules for Memorial Work*).
- 9) Management/Licensor disclaims responsibility for any damage or injury to the memorial (monument/marker), raised lettering, carving, ornaments on any memorial (monument/marker) or other structure, walks, drives, trees, shrubs, or other property on any lots, including damage or injury from vandalism, accidents, the elements, an act of God, or any other event that may cause damage and is under no obligation to make repairs. Unless caused directly by the cemetery, the responsibility for any repair or replacement will always be that of the Lot Holder/Licensee, or spouse of deceased Lot Holder/Licensee, or heir(s) (*Rules and Regulations Article XXVI: Memorials and Rules for Memorial Work*).
- 10) Whenever a grave or lot have remained unused for a period of fifty (50) years, and the Lot Holder/Licensee or the heirs of the original Lot Holder/Licensee have not improved such space or spaces by causing a memorial, monument, marker, gravestone, or other permanent appurtenance to be placed on the burial space, the Management/Licensor may terminate the Lot Holder Rights/Licensee Rights or the rights of his/her heir(s) (*Rules and Regulations, Article VIII: Information on Lot Holders Rights/Licensee Rights and Burial Rights*).

Commented [GD1]: This document is to be distributed along with the signed lot license on the day of the signing.

Commented [GD2]: Because it is impossible to review all of the Rules and Regulations at the time of the signing, this will allow for a review of the most important Rules and Regulations.

Commented [GD3]: These can be your "Top 10" most important Rules and Regulations to be reviewed at the time the lot license is executed.

Commented [GD4]: Consider making a copy of the Abstract and highlight the important lines that you want to remember to review with the Lot Holder (two more highlighted examples are noted below).

Commented [GD5]: A summary of the "Top 10" most important Cemetery Specific Supplemental Rules (if any) can be included on the back page of this document. The Word document will be available upon request.

Commented [GD6R5]: If you include a summary of the Supplemental Rules, be sure to include a link to the website that contains the entire document.

Commented [GD7]: If you choose to put the a summary of the Supplemental Rules on the back page, be sure to have the Diocesan Cemetery Director review that summary to assist with using consistent language and to prevent any inconsistencies between the two documents.

Commented [GD8]: Do not forget to hand out the full set of Diocese of Manchester Cemetery Rules and Regulations and Cemetery Specific Supplemental Rules (if any). Failure to do so could be a breach of the Agreement.

INSTRUCTIONAL FILLED IN VERSION

Mount Calvary Cemetery, 153 Cemetery Street, Lincoln, NH 03259 - (603) 486-3265

License #: 1234

CEMETERY LOT LICENSE AGREEMENT (License for Burial Purposes)

This Lot License (“License”) Agreement (“Agreement”) is made and entered into this date of **January 2, 2022** by and between the **Mount Calvary Cemetery in Lincoln, NH of the Roman Catholic Bishop of Manchester, a corporation sole d/b/a St. Joseph Parish in Lincoln, NH** (“Licensor”) and **David W. Smith and Susan S. Smith** (“Licensee”) of **96 Hoyt Street, Lincoln, NH 03258 - 668-4910 & 12 School Street, Lincoln NH 03258 - 663-0999** (collectively the “Parties”). *In completing this license, please make sure the names listed match signature names on page two (2).*

RECITALS

- A. Licensor’s Property: Licensor is the owner of that certain property presently described as **Mount Calvary Cemetery, 153 Cemetery Street, Lincoln, NH 03259** (“Licensor’s Property”).
- B. Intent: Licensor and Licensee intend to set forth their Agreement and understanding with respect to the right of burial on Licensor’s Property by Licensee, pursuant to this Agreement.
- C. Definitions: In this Agreement and in the Diocese of Manchester Cemetery Rules and Regulations, the Licensor is also known as the (“Management”), the Licensee as the (“Lot Holder”), and the Licensee Rights as (“Lot Holder Rights”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement adopted and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. License Fee: Checkmark indicates payment plan (select only one [1] box):

Full Payment: A License fee of \$ _____ will be paid by Licensee to Licensor upon execution and delivery of this Agreement.

Installment Payments (If Applicable at Cemetery): A License fee in the amount of **\$2,500** will be paid by the Licensee with **\$250** paid at time of signing this Agreement. The remaining balance is to be paid in **24** monthly installments of **\$93.75** and is due on or before the first day of each month beginning on **February 1, 2022**, with the final payment being made on **January 1, 2024**. Licensee Rights will only be provided to Licensee upon full payment of the License fee. In addition, Licensee agrees that if payment is not made each month as described, the Licensee will be subject to a finance charge of **\$50 a month**. The Licensor has a right to terminate all rights to said License at any time if not paid within the agreed upon terms and a new License may be issued for the same Lot to another person or persons. In instances of termination, Licensor is not obligated to refund the deposit or payments made.

2. Grant of License: Licensor hereby grants to the Licensee a REVOCABLE License allowing for burial, (subject to the Diocese of Manchester Cemetery Rules and Regulations and the Cemetery Specific Supplemental Rules and Regulations [if any]) upon Licensor’s Property, described as follows: **Section St. Jean, Row #24, Lot Number 365, Grave #s' 234-235 with a total of 2 Full Body Graves**, hereafter (“Licensee Lot”).

3. Cemetery Rules and Regulations: Licensee agrees to be **bound by** and **comply with** the Diocese of Manchester Cemetery Rules and Regulations (“Rules and Regulations”) and if any, the Cemetery Specific Supplemental Rules and Regulations (“Cemetery Specific Supplemental Rules”). The Licensor reserves the exclusive and sole discretion to define, interpret, apply, and enforce these Rules and Regulations and the Cemetery Specific Supplemental Rules (if any), in all circumstances. In addition, all amendments, revisions, changes, alterations, modifications, additions, to the Rules and Regulations adopted by the Licensor (and to any Cemetery Specific Supplemental Rules), now in effect or which may hereafter become effective, automatically apply to all Licenses; whether the Licenses were issued prior or subsequent to their adoption and shall apply to all lots/graves, all Licensees, all the heirs to the Licensee, and all visitors to the cemetery. In addition, from time to time, the Licensor reserves the right to waive one (1) or more of these Rules and Regulations or Cemetery Specific Supplemental Rules (if any), under circumstances determined in Licensor’s sole and exclusive discretion. **Along with the receipt of this Agreement, the Licensee hereby confirms**

that the Licensee has received a copy of the Diocese of Manchester Cemetery Rules and Regulations and a copy of the Cemetery Specific Supplemental Rules and Regulations (if any).

4. **Indemnification:** The Licensee, for himself/herself and his/her successors, heirs, and assigns, hereby agrees that the Licensee will indemnify and hold Licensor harmless from any and all damages, claims, liability, losses, costs, and expenses, including Licensor's reasonable attorney's fees, arising out of or relating to Licensee's use of the Licensor's Property, or failure to abide by the Rules and Regulations and the Cemetery Specific Supplemental Rules (if any).

5. **Condition of Premises Not Warranted:** The Licensor does not warrant that Licensee Lot is suitable for the purpose for which it is permitted to be used under this Agreement. In the event that the Licensee Lot proves unsuitable for burial purposes, Licensee's exclusive remedy shall be limited to Licensor replacement of the Licensee Lot with another cemetery lot, if available, or if no replacement lot is available, Licensor may refund fees paid for the Licensee's Lot, and upon such refund, all Parties shall thereafter be released from any further obligation whatsoever, and this License shall be null and void without recourse.

6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. All claims, disputes or causes of action relating to or arising out of this Agreement shall be brought, heard and resolved solely and exclusively by and in a Court situated in New Hampshire.

7. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and assigns. This instrument is not a deed, easement, or a lease and nothing in this Agreement will be deemed to create a property interest or right to the land, and only provides Licensee with a REVOCABLE License which is subject to the terms, limitations and conditions set forth in this Agreement.

8. **Amendment:** This Agreement may only be amended by a written instrument executed by all Parties then bound by this Agreement.

9. **Transfers or Sale:** The Licensee may not convey, transfer, designate, or assign his/her interest in this Agreement without the written consent of the Licensor. This License is not transferable for sale or for profit to third parties. The License may only be resold to the Licensor at the price originally paid less a service fee. Licensor is under no obligation to purchase the License.

10. **Termination:** For failure to pay any and all fees/charges, or failure to comply with the Rules and Regulations or Cemetery Specific Supplemental Rules (if any), or for other good cause, this Agreement may be terminated by the Licensor at any time upon thirty (30) days prior written notice from Licensor to Licensee, and thereafter all Parties shall be released from any further obligation whatsoever, and this License shall be null and void without recourse.

In witness whereof, the Parties hereto have fully executed this Agreement, effective on the day and year first written above, and understanding that this License is only effective upon full payment of the lot, crypt, or tomb as described above. (A photocopy or electronic copy of this Agreement [and the signature of the Parties thereon] shall be as valid and enforceable as the original):

LICENSEE #1 (Lot Holder):

David W. Smith

Printed Name

Signature

January 2, 2022

Date

LICENSEE #2 (Lot Holder #2 - if applicable) (In completing this license, please make sure the names listed match names listed on page one [1]):

Susan S. Smith

Printed Name

Signature

January 2, 2022

Date

LICENSOR: Mount Calvary Cemetery in Lincoln, NH of the Roman Catholic Bishop of Manchester, a corporation sole, d/b/a St. Joseph Parish in Lincoln, NH:

Printed Name

Signature

Date

Important Note on Installment Plans: The Licensee is to sign this Agreement and receive a copy without the Licensor's signature. Upon the receipt of the last payment, the Licensor will sign the Agreement, retain a copy and send original to the Licensee. This Agreement is not valid unless it is signed by both Licensee and Licensor.