

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.