

**CHENSTOCHOVER AID SOCIETY
PLOT RESERVATION AGREEMENT**

Date of Purchase:

**Name and Address of the
Owner of the Cemetery:**

Chenstochover Aid Society

Name of the Purchaser:

Address of the Purchaser:

Location of Plot:

Section:

Row:

Plot:

**Fees: Reservation Fee:
Goods and Services Tax:**

TOTAL

CONTRACTUAL TERMS

1. 40% of the sale price of the lot or the sum of \$150.00, whichever is greater, is being set aside for perpetual care and maintenance pursuant to the provisions of The Cemeteries Act (Revised);
2. This plot reservation is for the Purchaser only and cannot be transferred including by way of gift, bequest, or other transfer made without consideration.
3. There exist by-laws of Chenstochover Aid Society (the "Society") which govern the operation of the cemetery, the exercise of Interment Rights therein and the erection of monuments and markers. A copy is delivered herewith.
4. The Purchaser is entitled to a Certificate of Interment Rights which will not be issued until Interment Rights have been paid for.
5. In the event that the Interment Rights are not used by the Purchaser named above, he or she or his or her personal representative shall be entitled to a refund of the amount paid, less permitted deductions, in accordance with The Cemeteries Act (Revised). In the event that any transfer of Interment Rights may be permitted, the Certificate of Interment

Rights issued hereunder must be returned to the Chenstochover Aid Society which will issue a new Certificate to the Transferee.

6. The interment rights purchased hereunder and the Certificate of Interment Rights issued hereunder both terminate on the Purchaser named above ceasing to be a member in good standing of Chenstochover Aid Society. The Purchaser shall be entitled in such event to a refund of the amount paid as Reservation Fee hereunder, less permitted deductions.
7. All interments shall be in accordance with the Jewish Law (Halacha) as interpreted by the Chairman, Board of Directors.
8. Restrictions on the erection and installation of headstones or markers exist in accordance with the by-laws of Chenstochover Aid Society. Reimbursement of cost of foundations and deposit for Care and Maintenance Fund are required to be paid prior to installation of any headstone or marker.

STATUTORY NOTICES

1. Section 23(1) of The Cemeteries Act (Revised) requires that the Purchaser may require the Society by written demand to repurchase the Interment Rights at any time before they are used and the Society shall repurchase those rights within 30 days after receiving the demand.
2. The price for the repurchase of the Interment Rights shall be as prescribed by the regulations under The Cemeteries Act (Revised) from time to time. Currently the price for such repurchase is the amount paid as the reservation fee less the amount paid to the Care and Maintenance Fund.
3. The exercise of the Interment Rights granted by this Agreement is restricted to Interment of the person names as Purchaser. The transfer of the Interment Rights granted is strictly prohibited.
4. No documents need be provided to the Society before the Interment Rights are exercised.

**Signature of representative
of Chenstochover Aid Society:**

Signature of Purchaser: