

MEMBER NUMBER: _____
 DATE: _____



MEMBERSHIP AND CEMETERY SERVICES AGREEMENT

| Member Information | Payer Information <i>(If Different From Member)</i> |
|------------------------------------|-----------------------------------------------------|
| Name | Name |
| Address | Address |
| City State Zip | City State Zip |
| Date of Birth | |
| Phone | Phone |
| Email | Email |

| Member Interment Co-location Request | | |
|--------------------------------------|------|------------------------------------------------------|
| | Name | Member ID # <small>(to be completed by RHCC)</small> |
| Member 1 | | |
| Member 2 | | |
| Member 3 | | |

INTERMENT RIGHTS & SERVICES TO BE PROVIDED

Membership in the Red Hills Community Cemetery, Inc (RHCC) entitles members to an interment right of either full body or cremated human remains; weekday opening & closing charges and full body burial or burial of cremains is included. After hours, holidays or weekend opening & closing may require additional charges.

Membership Fee:.....\$4,000.00 PER MEMBERSHIP

TERMS & CONDITIONS

1. Agreement of Parties. This Agreement is made and entered into by and between the parties and is effective as of the date of the last signature hereto.
2. Members.
 - a. Membership includes:
 - i. the interment right described herein;
 - ii. a certificate identifying the GPS coordinates of the interment;
 - iii. the opening and closing of the interment;
 - iv. the burial of the body or cremains;
 - v. marker with legal name of decedent for GPS location;
 - vi. one vote per member at the annual meeting of RHCC (votes are non-transferable); and
 - vii. an electronic copy of the annual report of the RHCC to include financial and other information.
 - b. Membership is non-refundable except:
 - i. In the event that RHCC does not secure the real property for the establishment of the cemetery by April 1, 2027, a Member may request a refund of the membership fee less a prorated share of the total expenses incurred by RHCC prior to and including April 1, 2027. Such refund shall be paid no later than May 31, 2027.
 - ii. In the event that a Member dies before the interment right is ready to use, the Member's Estate may request to receive a refund, of the membership fee paid less a \$100 administrative fee, or the membership fee may be donated to RHCC in honor of the Member. Such refund shall be paid no later than 30 days from the date RHCC receives the written request for the refund.
 - c. Exclusions. Membership does not include the following:
 - i. Transportation of the human remains to the interment right;
 - ii. Preparation and storage of the human remains prior to interment;
 - iii. Any merchandise required for interment (all merchandise must comply with the RHCC Rules and Regulations).
3. Transferability. The rights or interests of the Member under this Agreement shall not be assignable or transferable.
 - a. Upon extenuating circumstances, transfers may be requested to the RHCC Board of Directors, with determinations made at their sole discretion in alignment with RHCC Policies & Procedures.
4. Rules and Regulations. The Member is subject to the rules and regulations of the RHCC now in force or later enacted by the Cemetery. The Member acknowledges that nothing contained in this Agreement shall restrict the Cemetery's rights with respect to the operation of the Cemetery. The Cemetery shall have the authority to operate, manage and control the Cemetery and to determine the design, type, size and location of buildings, roads, features, improvements and policies affecting the operation of the Cemetery. Rules and Regulations will be provided in the Membership Packet and upon request.
5. Entitlement to Interment Right and Services. Purchaser is not entitled to the interment right or services described on Page 1 until the Membership Fee and the amount due for services have been paid in full.
6. Change of Address. Member agrees to notify RHCC of any change of address within thirty (30) days of such change. The RHCC may not be held accountable for correspondence not received by Member if

the RHCC mailed such correspondence to the last known address given by Member and the Member did not notify the RHCC of a change in address.

7. Complete Agreement. Member acknowledges that this Agreement was complete as to all essential terms prior to signing by Member and that a copy thereof was, or will be, delivered to Member. Member understands that any statement or promise made by any party, agent or other person claiming to represent the RHCC shall not be binding unless contained in this Agreement.

SIGNATURE OF MEMBER _____

DATE _____

SIGNATURE OF RHCC'S

AUTHORIZED REPRESENTATIVE _____

DATE _____