



**CITY OF WASILLA
WASILLA AURORA CEMETERY
PURCHASE AGREEMENT**

This Agreement is entered into this ___ day of _____, 20____, by and between the City of Wasilla, Alaska, hereafter referred to as the “City” and _____, hereafter referred to as the “Purchaser(s)”.

WHEREAS, the City owns and maintains the Wasilla Aurora Cemetery; and

WHEREAS, the City offers for purchase plots, lots, and columbarium niches (burial spaces) designated for burial in the Wasilla Aurora Cemetery; and

WHEREAS, the Purchaser desires to enter into this Purchase Agreement to acquire burial rights for one or more burial spaces in the Wasilla Aurora Cemetery.

NOW, THEREFORE, BE IT RESOLVED, in consideration of and incorporating the above clauses and the mutual promises and conditions contained in the Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. Effective Date: This agreement shall be effective upon execution of this document by both parties.
2. Purchase Rights: This purchase is not a purchase of property. The City will maintain ownership of all burial spaces. Upon the purchase of a burial space, the Purchaser acquires only the right of burial, subject to the rules of the cemetery.
3. Purchase Price: Burial spaces shall be for the following amounts and due upon the execution of this document by both parties. The City does not offer payment plans.
 - a. Burial Lot - \$1,000.00 – Does not include opening and closing. Includes one small flat marker with inscription to include name, date of birth, and date of death, pursuant to WMC 13.24.060.
 - b. Columbarium Niche - \$1,000.00 - Includes one initial opening and closing, and one standard niche inscription to include name, year of birth, and year of death, pursuant to WMC 13.24.100(C). Fees are as follows:
 - \$100 | Each additional niche opening with 2-business days advance notice.
 - \$200 | Evening or weekend niche opening with one-week advance notice.
 - \$300 | Holiday niche opening with one-week advanced notice.
4. Inheritance of Burial Rights: Heirs may acquire rights to a burial space. Heirs must prove legal power of attorney or legal inheritance before rights to the burial space are reassigned. New owners of burial rights are bound to all existing and current fees and regulations.

5. Rules and Regulations: Upon the execution of this document, the Purchaser acknowledges having received a copy of Wasilla Municipal Code (WMC) 13.24 Wasilla Aurora Cemetery and the Wasilla Aurora Cemetery Rules as incorporated into this agreement by reference. The Purchaser acknowledges and agrees WMC 13.24 Wasilla Aurora Cemetery, and the Wasilla Aurora Cemetery Rules may be amended in the future at the sole discretion of the City.
6. Grounds Care: The City will maintain the cemetery grounds, infrastructure, roads, and other such elements. The City is also responsible for all necessary growth and development within the cemetery. This care does not include maintenance, upkeep, or repair of any headstone, plaque, or other memorial marker, not installed by the City.
7. Burial Lot Excavation Services: The opening and closing of a grave is not included in the purchase price of the burial lot. Excavation services must be performed by a private contractor in accordance with rules established by the City. Any excavation work performed by a private contractor must be coordinated with the City.
8. Placement of Markers: Headstones, plaques, or other memorial markers placed in the cemetery remain the property of the individual or family, unless purchased by the City. Headstones, plaques, or other memorial markers shall be placed under the direction of the City. Any company or person wishing to place headstones, plaques, or other memorial markers must coordinate the installation with the City. The City will not be responsible for repair, damage, vandalism, or graffiti that may occur to any headstone, plaque, or other memorial marker unless the damage is caused by the City.
9. Prohibited Items: No planting of trees is allowed at any time. No memorials, including, but not limited to candles, flags, stuffed animals, balloons, mobiles, or other moving decorations, clothing, toys, food, drinks, fabric materials, or any other items are allowed on or around a lot. Structures, benches, plants, trees, plastic flowers, and other prohibited adornments will be removed and discarded by the City without notice to the Purchaser.
10. Total Amount Due: Number of spaces purchased: _____ x \$1,000 =
Total Due \$ _____
11. Location of Spaces Purchased: Lot or Niche
Designation Number(s): _____

IN WITNESS whereof, the parties hereto have executed this Agreement on the dates set forth herein above and specify said Agreement shall be considered effective on the date of execution. Additionally, by said execution, the Purchaser affirms having received and read WMC 13.24 Wasilla Aurora Cemetery and the Wasilla Aurora Cemetery Rules, and agrees to abide by all regulations stipulated and in accordance with the City of Wasilla.

Purchaser Signature: _____ Date: _____

Purchaser Signature: _____ Date: _____

City of Wasilla Official: _____ Date: _____

Printed Name/Title of Official: _____

Purchaser Information

Purchaser Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Number: _____ Cell Number _____

Email Address: _____

Co-Owner(s) Information: *(A Co-Owner is someone that you as the Purchaser(s) identify as having burial rights to the location(s) designated herein above and are bound to all existing and current fees and regulations. This list may be amended at the sole discretion of the Purchaser(s). Please specify if there is more than one Co-Owner.)*

Co-Owner Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Relationship to Purchaser(s): _____

Co-Owner Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Email Address: _____

Relationship to Purchaser(s): _____