

# **St. Vladimir Orthodox Church**

A Parish of the Russian Orthodox Church  
Abroad

Ann Arbor, MI ~ Founded 1981

CEMETERY RULES AND REGULATIONS  
September 30, 2017

THE PARISH COUNCIL RESERVES THE RIGHT TO CHANGE THESE RULES AT ANY TIME FOR THE BENEFIT OF THE PARISH, THE CEMETERY, ITS ASSETS, THE DIOCESE AND THE CHURCH. THE MOST UPDATED COPY OF THESE RULES, REGULATIONS, AND PRICES IS AVAILABLE UPON REQUEST FROM THE PARISH.

THE MOST UPDATED, MAPPED RENDERING OF THE CEMETERY WITH ALL NAMES AND DATES, RESERVED GRAVES, AVAILABLE GRAVES AND FUTURE DEVELOPMENT IS AVAILABLE UPON REQUEST FROM THE PARISH.

A PRIVATE, SACRED, BLESSED PROPERTY, OWNED AND OPERATED BY  
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The goal of these Rules and Regulations is to provide a perpetual Orthodox Christian burial place for as many Orthodox Christians and their Orthodox Christian families as possible.

## **Section 1: General Rules**

- 1.1. Any person who and wishes to enter into a Cemetery Plot License Agreement should apply to the cemetery by contacting the Rector of St. Vladimir Orthodox Church.
- 1.2. No Right of Burial Certificate shall be valid, and in no case will burial be allowed, in any lot until the total amount of purchase has been paid, together with all other charges against the lot, which may be due and unpaid, including cemetery care fees. Notice of unpaid amounts and fees will be forwarded to the Funeral Home when they

contact the cemetery about use of a particular lot. The Funeral Home shall be instructed to collect any amounts and fees unpaid through their Funeral Agreement and forward them to the Cemetery.

- 1.3. A notice to the Cemetery of at least 48 hours must be provided to insure proper preparation of a grave.
- 1.4. The Cemetery will not permit any interment to be made in any lot except upon order from the certificate owner or his or her heir(s) or assigns delivered to the Rector of the parish that indicates the location for such interment.
- 1.5. In case of a license to a lot being held by two or more persons jointly, an order from any one of the joint owners, heir(s) or assigns of him or her will be sufficient to secure a permit for interment in such lot.
- 1.6. The Cemetery will accept applications for double burial; above or below a husband, wife, father, mother, son, daughter, brother, sister or grand-child. The burial shall only be conducted if the Laws of the State of Michigan, Washtenaw County, and Lima Township allow for such burial and must be approved by a licensed funeral director present at the time. In the event of a double burial, the Cemetery only allows one marker or stone inscribed with the information of both who are interred.
- 1.7. An internment, once completed, cannot be disturbed except upon written permission from the Washtenaw County Health Department. Any such disinterment may only occur upon the consent of the Rector following approval of the Parish Council.
- 1.8. All orders taken for work, and all work done, is subject to the rules and regulations of the Cemetery.
- 1.9. Contractors and/or their employees will not be permitted to work on the Cemetery grounds on Sundays, or before 9:00 a.m. or after 6:00 p.m. on weekdays and Saturdays, or on Orthodox Christian Church or civil holidays. Internments and disinterments will also follow these hours. Exceptions to these hours of operation may be made by the parish Rector.
- 1.10. All grave lots in this Cemetery will face East, and the Cemetery will not allow remains to be buried facing in any other direction under any circumstances.
- 1.11. Vehicles of all types are only allowed on marked surfaces, other than that, there will be no driving of vehicles on the Cemetery property without the consent and directions of the current parish Rector.
- 1.12. No discharge of firearms will be allowed in the Cemetery, except for licensed law enforcement officers or in the case of a Military Funeral. Permission must be granted for these exceptions by the parish Rector.

- 1.13.No animals will be allowed on the Cemetery grounds, except for seeing eye dogs unless permission has been acquired from the Rector of the parish.
- 1.14.To guard against complaints of theft, no one will be allowed to pluck flowers, break any limb or twig, or remove any tree or plant without permission of and under the supervision of the current Rector of the parish. A reasonable charge will be made for such work if it is done by the Cemetery or staff.
- 1.15.No loitering, loafing or lounging in any part of the Cemetery will be allowed.
- 1.16.Improper conduct or violation of the rules by anyone will result in an order for them to leave the Cemetery.

## **Section 2: Maintenance of the Cemetery**

- 2.1. All Occupied lot(s) that have not been cared for in any two year period will have a concrete covering placed over them at the cemetery's discretion and expense.
- 2.2. The grade or arrangements of lots and walks once established cannot be changed by anyone without the consent of the Parish Council.
- 2.3. The Parish Council shall retain full rights to fill and level graves and lots, plant and remove grass, trees and other objects when desired, and this work shall be done only by the Cemetery or a cemetery approved contractor. The consent of the Parish Council is necessary before planting any trees, shrubs or flowers.

## **Section 3: Monuments; Plot Maintenance**

- 3.1. No monuments or any other thing shall be erected in a space in the cemetery without approval of the Parish Council.
- 3.2. All monuments must include the image of the cross - there are no exceptions to this rule.
- 3.3. The placement of one proper monument at the foot of a grave may be erected after approval of the Parish Council has been obtained. Only one marker will be permitted to a grave, except in the case of an official, government-provided, military service flat bronze or stone marker placed at the head of the grave.
- 3.4. The cemetery reserves the right to prohibit the erection of any monument or other monumental work that may be considered by the Parish Council as inappropriate either in material, design,

workmanship, size or location, or which might interfere with the general view or effect.

- 3.5. If any monument, vault, effigy, or any enclosure or any structure whatsoever or any inscription is placed in or upon any lot which is determined by the Parish Council to be offensive, improper or injurious to the occupant or to the appearance of the surrounding lots or grounds, the Cemetery shall have the right to remove the said offensive or improper object or inscription.
- 3.6. Monuments must be constructed of good hard granite or marble, and approved by the Parish Council; conforming to, and not greater or lesser in size or style to other monuments existing in the cemetery. Please see attached drawing with minimum and maximum measurements which are acceptable to the Parish Council. All plans for the erection of any monuments or any other thing must be submitted to the Parish Council for permission (like pictures and drawings with measurements will be accepted).
- 3.7. Monumental work and grave markers of every description shall have a suitable foundation, which must be approved by the Parish Council, at the burial rights holder's expense. Licensees and contractors will be furnished a full copy of these rules upon request. Please see attached drawing with measurements which are acceptable to the Parish Council.
- 3.8. No work will be allowed on any lot for one year after burial to allow the grave to settle fully. A monument approved by the Parish Council must be in place by the second anniversary of the burial.
- 3.9. Temporary Cross Grave Markers will be provided by the Cemetery. No other Temporary Grave Markers will be allowed.
- 3.10. Receptacles for flowers must be made of wood, metal, or a biodegradable material and be attached to the grave marker/monument with non-residue adhesive and of such character as not to interfere with grounds keepers, their mowers and equipment; nor appear unsightly when either filled, empty or removed. No pottery or glass or breakable stone will be allowed on the Cemetery grounds.
- 3.11. Enclosures of any kind, curbing or coping around lots, are prohibited. Ornaments, chairs, settees, vases, glass jars, pottery, pitchers, toys, watering cans, awnings or other articles that may be considered objectionable, will not be allowed; and the Parish Council retains the right to remove same without notice to lot owners. The Cemetery will not be responsible for any such removed objects.
- 3.12. The Cemetery will not allow work of any description to be done or placed upon a lot, unless written order from the Licensee or his or her representatives and a permit has been obtained from the

cemetery. This rule applies to cutting of inscriptions, cleaning of stone markers or monuments, setting of stones and markers, et cetera, and also to the removal of anything from a lot.

- 3.13. All signs marking the reservation of a lot or lots will be provided by the Cemetery upon sale of Burial Rights for a given lot. No other signs marking a reserved lot will be permitted.
- 3.14. No above ground, or partly above ground tombs or vaults may be constructed on any lot in this Cemetery.
- 3.15. Outside contractors hired by the licensed funeral director to prepare a grave site may use mechanized power only under the supervision of the current Rector of the parish. A reasonable charge will be made for such work if it is done by the Cemetery or staff.
- 3.16. Funeral designs and floral pieces will be removed from graves and lots when they become wilted and unsightly. Persons desiring to retain same must remove them within 72 hours after interment. In no case will the Cemetery attempt to locate designs or pieces after their removal from a lot.

#### **Section 4: Exceptions**

- 4.1. Any exception to these Rules and Regulations will be granted only at the request of the Ruling Bishop of the Diocese of Chicago and Mid-America. The process of requesting an exemption shall strictly follow the steps below; any deviation from this proscribed process will result in rejection of the request.
  - 4.1.1. A written request for exception will be sent to the Rector of St. Vladimir Orthodox Church, who will review such request.
  - 4.1.2. If the Rector deems the request for exception to be reasonable, he will bring it to the Parish Council for their deliberation.
  - 4.1.3. If the Parish Council approves the request for exception it will be conveyed to the Ruling Bishop of the Diocese of Chicago & Mid-America with a recommendation for his blessing.
  - 4.1.4. If the bishop blesses the request for exception, the exception will be allowed.

## CEMETERY PLOT LICENSE AGREEMENT

1. **Parties; Effective Date.** This Cemetery Plot License Agreement (“Agreement”) is by and between \_\_\_\_\_ (“Licensee”), and St. Vladimir Orthodox Church (“Licensor”). This Agreement is effective on the last date signed by the parties (the “Effective Date”).
2. **Purpose.** Licensor operates a cemetery (the “Cemetery”) and provides for interment of human remains within coffins into plots located within such Cemetery. Subject to the terms of this License, Licensee desires to purchase the right to use and/or visit a plot or plots, as more particularly described below (“Plot”), within the Cemetery.
3. **License; Use.**
  - (a) Subject to the terms of this Agreement, Licensor hereby grants to Licensee a personal, non-transferable license (the “License”):
    - (i) to use the Plot only for the limited purpose of interment of human remains within coffins; and
    - (ii) to visit the Plot during normal Cemetery hours, so long as such visitation does not conflict with the established rules or regulations pertaining to the Cemetery as amended from time to time (the “Rules and Regulations”).
  - (b) Licensee’s heirs, beneficiaries, successors, family members and guests shall also be allowed to visit the Plot during normal Cemetery hours so long as such visitation does not conflict with the Rules and Regulations.
  - (c) Licensee’s right to use and visit the Plot is not intended to be and shall not be construed to be a grant of any legal title or property rights in the Plot, the Cemetery, or any parts thereof.
  - (d) The Plot is identified in the Licensor’s records as plot number \_\_\_\_\_, as identified on **Exhibit A**.
4. **Term; Termination.**
  - (a) This Agreement shall commence on the Effective Date and shall continue perpetually.
  - (b) Notwithstanding the foregoing, this Agreement shall terminate (i) automatically if interment has not occurred by the later of fifty (50) years after the Effective Date or one (1) year after the death of Licensee, or (ii) at Licensor’s election upon written notice to Licensee at the address set forth at Section 19 upon default of the provisions of this Agreement by Licensee or Licensee’s heirs, successors or assigns, including without limitation failure to pay amounts due under Section 5.
  - (c) Licensee or Licensee’s heirs, successors or assigns shall be obligated to maintain periodic contact with Licensor. Notwithstanding subsection (a) above, Licensor

may terminate this Agreement upon written notice to Licensee if Licensor is unable to make contact with Licensee or Licensee's heirs, successors or assigns after having made reasonable attempts to do so without receiving a written response within one (1) month after each such reasonable attempt. For purposes of this subsection (c), reasonable attempts shall have been made if Licensor complies with the notice provisions of Section 19 of this Agreement at least two (2) times during a period of one (1) year.

- (d) This License may only be issued to an Orthodox Christian in good standing with the Orthodox Faith, as determined in the sole discretion of Licensor, or the non-Orthodox spouse of an Orthodox Christian in good standing with the Orthodox Faith if the couple was married in the Orthodox Church. Notwithstanding subsection (a) above, the Licensor may terminate this agreement if it determines that the Licensee no longer meets these criteria and refund the Purchase Price to Licensee. If such termination occurs after the interment of the Licensee, the expense of the disinterment shall be deducted from such refund.
- (e) Upon termination, (i) Licensee shall within thirty (30) days remove any interments or other property on or in the Plot and upon Licensee's failure to do so, Licensor shall have the right to remove the same and disperse or reinter such interments and property as solely determined by Licensor, (ii) all payments made hereunder shall be forfeited to Licensor, and (iii) Licensor may exercise any other available remedies.
- (f) Licensee shall be responsible for all costs and expenses related to Licensee's default of this Agreement, including attorneys' fees.

## 5. **Payment.**

- (a) Licensee shall pay to Licensor the following, payable in advance or as set forth on the schedule attached hereto as **Exhibit B**:
  - (i) a license fee of Two Thousand Five Hundred Dollars (\$2,500.00) ("License Fee");
  - (ii) a cemetery perpetual care fee of One Thousand Dollars (\$1,000.00) (the "Care Fee"); and
  - (iii) an additional fee of \$1,250 if the grave will be used by two persons (together with the License Fee and Care Fee, the "Purchase Price").
- (b) Parish members of the Licensor receive a Five Hundred Dollar (\$500) discount to the Purchase Price. If the Licensee becomes a parish member of Licensor within six months before the Licensee's death and subsequent interment at the Cemetery, then the Licensee's estate will repay such discount to the Licensor.

- (c) Licensee shall be charged a late fee equal to the lesser of (a) one and a half percent (1.5%) per month, or (b) the maximum legal interest payment permitted by law, on all overdue amounts for any fees under this Agreement.
  - (d) Licensee hereby agrees and acknowledges that failure to pay amounts owed under the terms of this Agreement shall constitute a material breach of this Agreement.
- 6. **Repurchase of Lot.** At the request of Licensee, the Licensor shall re-purchase an unused Plot for One Thousand Dollars (\$1,000) upon Licensee's execution of the Termination of License Agreement attached hereto as **Exhibit C**. No other amounts included in the Purchase Price will be refunded to the Licensee, including the Care Fee.
- 7. **Interment and Disinterment Restrictions.**
  - (a) Without Licensor's prior written consent, no interment in any one plot shall be made of: (i) any person not Licensee or a member of the Licensee's immediate family or (ii) more than one person.
  - (b) Licensor may, in its sole discretion, refuse interment of the remains of any person in the Plot in which event Licensor shall refund the Purchase Price to Licensee.
  - (c) An interment may only occur in the presence of a licensed funeral director, with the prior written consent of the Rector of the Licensor (the "Rector").
  - (d) An interment, once completed, may only be disturbed upon written permission from the Washtenaw County Public Health Department and the approval of the Parish Council of the Licensor (the "Parish Council") and the Rector.
  - (e) In the event that Licensee passes away before the Cemetery is completed, Licensee shall not be interred in the Cemetery and the Licensor shall refund the Purchase Price to Licensee.
- 8. **Rules and Regulations; Discipline.** Licensor may modify, from time to time, without notice, the Rules and Regulations governing the use and maintenance of the Cemetery. Licensee agrees to comply with the Rules and Regulations, as well as all rules and discipline of the Diocese of Chicago and Mid-America of the Russian Orthodox Church Outside Russia pertaining to the Cemetery.
- 9. **Decoration and Ornamentation.** Licensor shall have sole control over the design and decoration of plots within the Cemetery, and the same shall be set out in the Rules and Regulations. Licensee and Licensee's successors or assigns may not place plants, decorations or other appurtenances in the Cemetery without the prior approval of Licensor.
- 10. **Cemetery Changes.**
  - (a) In its sole discretion, Licensor may change the location of or terminate the use of all or any part of the Cemetery at Licensor's expense. In such case, Licensor shall



provide reasonable notice to Licensee, and Licensee may remove any interments and other property within thirty (30) days of such notice. In the event that Licensee fails to remove such interments and other property, Licensor may remove the same from the Plot and have such property placed in a substitute plot(s) or space of similar size and character or cause all remains in the Cemetery to be removed and dispersed or reinterred as determined by Licensor.

- (b) Licensee or Licensee's heirs, successors or assigns may terminate the use (or proposed use) of the Plot at any time at their sole expense; provided, however, that all amounts due hereunder shall be paid in full prior to such termination. In such case, Licensee shall provide reasonable notice to Licensor, and Licensee shall remove any interments and other property within thirty (30) days of such notice. In the event that Licensee fails to remove such interments and other property, Licensor may remove the same from the Plot and have such property placed in a substitute plot(s) or space of similar size and character or cause all remains in the Cemetery to be removed and dispersed or reinterred as determined by Licensor.

11. **Correction of Errors.** Licensor shall have the right to correct any errors that may be made in making interments, disinterments or removals, or the description, transfer or conveyance of the Plot. Such correction may be made by cancelling such conveyance, substituting a Plot of equal value and similar location as selected by the Licensor, or canceling the License and refunding the Purchase Price to Licensor. In the event that such error shall involve the interment of the remains so interred to another Plot of equal value and similar location as selected by Licensor.
12. **Member of Orthodox Faith.** The Licensee represents and warrants that he/she is an Orthodox Christian, or the non-Orthodox spouse of an Orthodox Christian if the couple was married in the Orthodox Church.
13. **Warranty.** Licensee represents and warrants (a) that he/she has all requisite power and authority to execute, deliver and perform his/her obligations under this Agreement; and (b) no approval, authorization or consent of any court or any government or regulatory authority or any third party is required to be obtained or made by it in order for him/her to enter into and perform his/her obligations under this Agreement.
14. **Nonliability; Waiver.** Licensor shall not be responsible or liable to Licensee for any loss or damage sustained by Licensee or Licensee's heirs, beneficiaries, successors, family members or guests in connection with the use of the Cemetery or Plot. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE WAIVES ANY AND ALL CLAIMS THAT HE OR SHE MAY HAVE AGAINST THE LICENSOR AND/OR THE DIOCESE OF CHICAGO AND MID-AMERICA OF THE RUSSIAN ORTHODOX CHURCH OUTSIDE RUSSIA AND ITS SUBSIDIARIES AND AFFILIATES FOR ANY ACT OR OMISSION OF LICENSOR AND/OR THE DIOCESE OF CHICAGO AND MID-AMERICA OF THE RUSSIAN ORTHODOX CHURCH OUTSIDE RUSSIA, INCLUDING BUT NOT LIMITED TO ANY ACT OR OMISSION PERTAINING TO THE PLOT, THE CEMETERY OR ANY INTERMENT,

EXCLUDING ONLY ACTS OR OMISSIONS WHICH CONSTITUTE WILLFUL MISCONDUCT. LICENSEE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE LICENSOR OR THE DIOCESE OF CHICAGO AND MID-AMERICA OF THE RUSSIAN ORTHODOX CHURCH OUTSIDE RUSSIA OR ITS SUBSIDIARIES AND AFFILIATES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Indemnification.** Licensee agrees to indemnify and hold harmless Licensor and the Diocese of Chicago and Mid-America of the Russian Orthodox Church Outside Russia and their subsidiaries, affiliates, employees, agents or contractors (collectively, "Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including, without limitation, reasonable attorneys' fees and expenses, imposed upon or incurred by or asserted against any Indemnified Party: (i) by reason of any failure on the part of Licensee to perform or comply with any of the terms of this License, or (ii) in connection with the use of the Plot and the Cemetery by Licensee and Licensee's successors, assigns and guests. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, Licensee will, at Licensee's expense, contest or defend such action, suit or proceeding, or cause the same to be contested and defended by counsel approved by Licensor.
16. **Priority.** Licensee agrees that any and all amounts which remain unpaid under this Agreement shall become immediately due and payable as of the date of Licensee's death. Any such unpaid amount shall constitute a claim against Licensee's estate and shall take priority over any other claims made against Licensee's estate, notwithstanding the provisions of MCL 700.3805 or any other law to the contrary.
17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.
18. **No Waiver; Modifications.** Any waiver of a provision of this Agreement or of a party's right or remedy under this Agreement must be in writing and signed by the party to be effective. Failure or delay by a party to enforce its rights or remedies under this Agreement at any time will not be deemed a waiver and will not affect the validity of this Agreement or prejudice such party's right to take subsequent actions. This Agreement may not be amended or modified except by written agreement signed by each party's authorized representative. Notwithstanding the terms of this Section 15, Licensor may unilaterally modify and amend the terms and conditions of this Agreement and the Rules and Regulations.
19. **Entire Agreement.** This Agreement (including any addenda and exhibits) represents the entire agreement between the parties with respect to its subject matter and supersedes all

prior oral or written representations, agreements, or other communications, relating to the subject matter of this Agreement.

20. **Interpretation.** Each party has actively participated in the negotiation and preparation of this Agreement, and no presumption of interpretation in favor of either party shall be made. The necessary grammatical changes required to make the provisions of this Agreement apply either to corporations or other entities or to individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Sections or paragraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Sections or paragraphs.
21. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law, and, if capable of substantial performance, the remaining provisions of this Agreement will be enforced as if this Agreement were entered into without the invalid provision.
22. **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; (c) sent by Federal Express or other similar overnight air courier; or (d) sent by facsimile transmission. Notice shall be deemed given upon personal delivery, two (2) business days following mailing, one (1) business day following deposit with an overnight air courier, and upon confirmation by the sender of completion of a facsimile transmission. Notices shall be deemed properly addressed if given at the following addresses, or at such other address as is designated in writing to the other party in accordance with the notice provisions of this Section 19:

If to Licensor:

St. Vladimir Orthodox Church  
Attention: Fr. Gregory Joyce  
9900 Jackson Road  
Dexter, MI 48130

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. **Assignment.** Licensee shall not sell, assign, transfer or encumber this Agreement, any interest herein or any rights hereunder without the prior written consent of Licensor and,

and any such sale, assignment, transfer or encumbrance without such consent shall be null and void.

24. **Dispute Resolution.** The Licensee agrees to bring all disputes arising out of this Agreement before the Parish Council for resolution, and to work with the Parish Council to resolve such dispute for 180 days prior to pursuing any other remedies.
25. **Governing Law; Exclusive Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Michigan excluding its conflict of law provisions. The parties agree that the exclusive jurisdiction for the institution and maintenance of any action for judicial relief shall be in either the State courts sitting in Washtenaw County, Michigan, or the United States District Court for the Eastern District of Michigan. The parties hereby waive any claim that such court does not have personal jurisdiction over it or is an inconvenient forum.

**AGREED AND ACCEPTED**

**Licensor**

**Licensee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

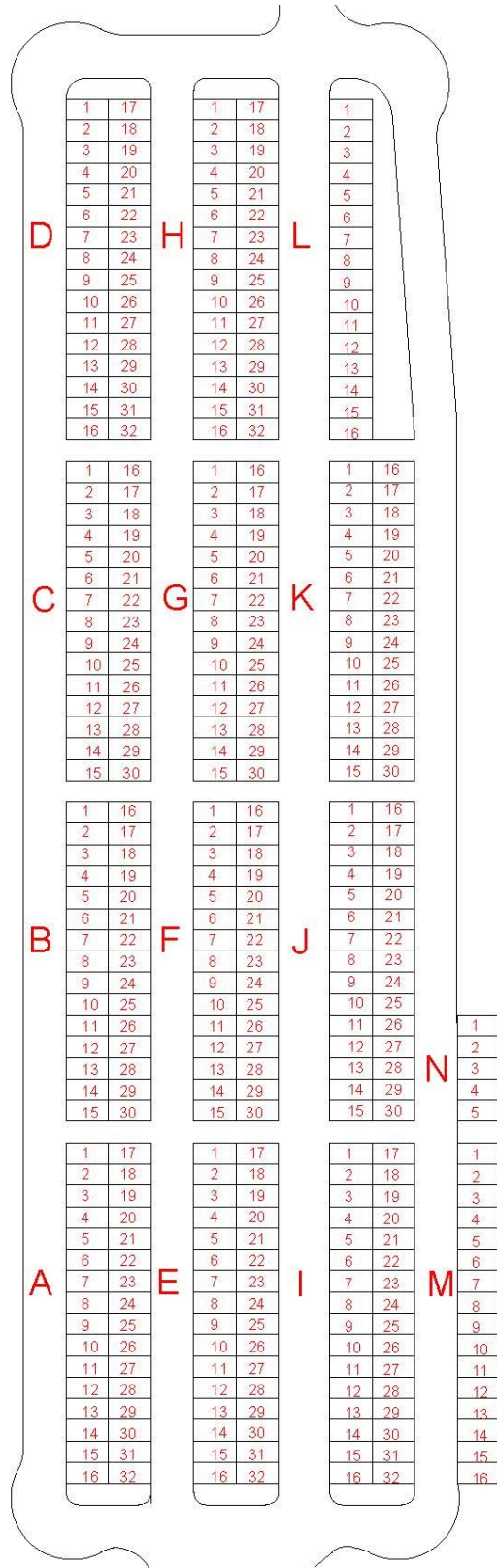
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A PLOT MAP



**APPENDIX B**  
**PAYMENT SCHEDULE**

Licensors shall pay the Purchase Price to the Licensee as follows:

- (a) 50% of the Purchase Price to be paid at time of execution of the Agreement;
- (b) 25% of the Purchase Price to be paid on or before the first anniversary of the execution of this Agreement; and
- (c) The remainder of the Purchase Price to be paid on the earlier of (i) the second anniversary of the execution of this Agreement or (ii) the date of burial.

If this payment schedule is not feasible for a potential Licensee, the Licensee is encouraged to discuss alternative payment arrangements with the Rector. The Rector may authorize an alternative payment schedule at his sole and absolute discretion.

**APPENDIX C**

**LICENSE TERMINATION AGREEMENT**

This License Termination Agreement (this “Agreement”) is dated \_\_\_\_\_, \_\_\_\_\_, and is effective as of the Effective Date (defined below), by and between \_\_\_\_\_ (“Licensee”) and St. Vladimir Orthodox Church (“Licensor”).

**1. Purpose.**

- (a) Licensee and Licensor are parties to a Cemetery Plot License Agreement on \_\_\_\_\_, \_\_\_\_\_ (the “License Agreement”).
- (b) Licensee wishes to exercise its right to cause Licensor repurchase the plot for One Thousand Dollars (\$1,000) pursuant to Section 6 of the License Agreement, after which the License Agreement shall be terminated.
- (c) The parties wish to acknowledge and agree to the termination of the License Agreement, as set forth in this Agreement.

**2. Termination.** The parties hereby acknowledge and agree that the License Agreement is terminated pursuant to Section 6 of the License Agreement upon payment of One Thousand Dollars (\$1,000) by Licensor to Licensee (such date, the “Effective Date”), and is of no further force or effect as of and after the Effective Date.

**3. Miscellaneous.** This Agreement may be executed in multiple counterparts and such counterparts taken together shall constitute one and the same Agreement and this Agreement may be executed and delivered by facsimile or PDF with the same effect as if a manually signed original were personally delivered. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

**AGREED AND ACCEPTED**

**Licensor**

**Licensee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_