

**CITY OF RAPID CITY
SOUTH DAKOTA
CERTIFICATE OF PURCHASE**

\$ _____

Total payment

Rapid City, S.D. _____ 20____

THIS CERTIFIES THAT _____
of _____
for the sum of _____ DOLLARS,
has purchased Grave Space Number _____ in Lot Number _____ in Block _____
of _____ CEMETERY, and has paid into the Endowment Fund of said Cemetery for
the perpetual care and sales tax of said lot or parcel of ground the sum of _____ DOLLARS.

City will endeavor to exercise careful and prudent care in the fulfillment of this agreement. However, rightsholder for himself/herself and all legal representatives or successors in interest in consideration for the sale of the above described burial property and future care, does hereby covenant with the City of Rapid City, a municipal corporation, that he/she will never at any future time sue said City for or on account of any claim for damages arising out of the burial of any person or persons or the care and maintenance of the above described property.

Said lot or parcel of land shall be used for burial purposes and shall be used for the burial of the above named rightsholder (s) and/or of the following described individuals:

_____ so long as said ground is used as a cemetery and subject to the rules, regulations, and ordinances now in force or as may hereafter be amended by the City of Rapid City, relating to the operation, care and maintenance of said cemetery. It is specifically agreed that no person(s) except the above named rightsholder shall be buried in said lot(s) unless the rightsholder(s), their heirs or legal representatives designate, on a form approved by the City, other person or persons to be buried in said lot(s). No transfer or assignment of the certificate shall be effective until approved in writing by the City of Rapid City; and it is further specifically agreed that if the transfer or assignment is to other than a blood relative of the purchaser, it shall be done through the process or re-purchase by the City and reissuance of the certificate. The City of Rapid City agrees to repurchase for the total price above stated and that any resale shall be at the then existing rate established by the Rapid City Common Council.

Mayor

ATTEST: _____

Finance Officer

(SEAL)

CONTRACT FOR PERPETUAL CARE

THIS AGREEMENT made and entered into this _____ day of _____
A.D. 20____ by and between the CITY OF RAPID CITY, SOUTH DAKOTA, party of the first part, and

_____ of _____ party of the second part;

WITNESSETH: That, for the consideration stated in the foregoing Certificate of Purchase which is hereby made a part of this agreement, the party of the first part hereby agrees that the sum of _____ DOLLARS shall be deposited into the Cemetery Endowment Fund and shall be used for the maintenance, care and enlargement of the cemetery as limited by SDCL 9-32 as now in existence or amended in the future and the full faith, credit and resources of the City of Rapid City as hereby irrevocably pledged for the proper, full and faithful preservation and application of said fund.

IN WITNESS WHEREOF the said parties have signed this Contract, the day and year first written above.

CITY OF RAPID CITY, SOUTH DAKOTA

BY: _____
Mayor

ATTEST: _____
Finance Officer

Arrangements Made By: _____

Date: _____