## Hartsdale Canine Cemetery, Inc. Contract for General Maintenance Obligation on an Annual Basis

The Burial Right Certificate (the "Certificate") requires the Certificate-Holder (the "Holder") to pay for the general maintenance of the Hartsdale Canine Cemetery (the "Corporation" or the "Cemetery"). This requirement can be satisfied either by making a single lump-sum payment to the Perpetual Care Trust Fund (i.e., permanent maintenance endowment) or by entering into a contract for the general maintenance of the Cemetery on an annual basis:

You have elected to satisfy your obligation for the general maintenance of the Cemetery by entering into a contract for maintenance on an annual basis (the "Contract"). The terms and conditions of this Contract are set forth below:

- (1) The Holder certifies that he/she has been fully informed by this Corporation of the methods of paying the required maintenance fees, including the costs and benefits for both perpetual general maintenance and annual general maintenance.
- (2) The Holder certifies that he/she has been informed by this Corporation that it is in the Holder's interest to secure perpetual general maintenance because such method of payment ensures the Holder's burial right in perpetuity and protects the Holder from fee increases. If paid, such funds would be placed into the Perpetual Care Trust Fund. As of this date, the amount of the single, lump-sum required for perpetual general maintenance is:
- (3) The Holder certifies that he/she has been informed by the Corporation the current annual general maintenance fee and that he/she will be billed annually thereafter at the rate in effect at that time. The current annual maintenance fee is:
- (4) The Holder certifies that he/she has been informed by this Corporation that charges for both general annual maintenance and perpetual general maintenance are subject to change at the discretion of this Corporation without notice.
- (5) The Holder certifies that he/she has been informed by this Corporation of the consequences of the Holder's failure to pay the annual maintenance fee. In accordance with the terms and conditions set forth on the Burial Right Certificate, the Cemetery is authorized to do the following: (1) revoke the Holder's burial right; (2) remove any pets interred in such plot; (3) remove and dispose of any monuments affixed to such plot; and (4) hold such plot for sale to another buyer without compensation or reimbursement to the Holder.
- (6) The Holder, having elected to pay for general maintenance on an annual basis, agrees that he/she will notify this Corporation in writing immediately of any change of address. Furthermore, the Holder certifies that he/she understands that this Corporation is not responsible for any consequences resulting from the failure of mail to reach the Holder.
- (7) This Contract and the obligations set forth above will remain effective until such time that the Holder makes a single, lump-sum payment to the Perpetual Care Trust Fund. Furthermore, this Contract will not terminate due to the death, disability or incapacity of the Holder.

## HARTSDALE CANINE CEMETERY, INC.

The above terms and conditions are hereby agreed to.

Plot-holder's Signature or Authorized Representative				Date
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