



**PUBLIC WORKS/ GENERAL SERVICES
DEPARTMENT**

Water/Wastewater
Streets/Storm Drains
Parks / Facilities
Vector Control/Fleet
Engineering
Water Rights/GIS

CITY OF FERNLEY BURIAL AGREEMENT

This agreement is between the City of Fernley and:

Print Purchaser #1 Name

Print Purchaser #2 Name (If applicable)

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

Email address

Email address

Secondary Contact Information (for informational purposes only):

Name

Mailing Address

Phone

City, State, Zip

Email address

1. Purchaser desire to purchase a burial plot from the City of Fernley for the benefit of _____ (Please Print Name) who is to be buried in said plot.
2. Purchaser agrees to purchase a burial plot at the City of Fernley Cemetery, identified as _____ (Plot Number) _____ (Row)
3. Purchaser agrees to pay the price of \$ _____ (Price per plot).
4. Purchaser agrees to pay the price of \$ _____ (Marker deposit).
5. Purchaser agrees to pay the price of \$ _____ (Plot opening and closing deposit).

6. Purchaser agrees to abide by all City of Fernley ordinances and regulations. (Attached)
7. Purchaser acknowledges that no burial may occur in the above-described burial plots until payment is made in full to City of Fernley Cemetery.
8. Purchaser shall not assign, transfer, or delegate, any rights, obligations or duties under this Contract without the prior written consent of the City.
9. Seller agrees that upon payment in full, that Seller will assign Purchaser a certificate to bury in the above-described burial plot.
10. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.
11. Pursuant to Nevada Revised Statutes, information or documents received from Purchaser may be open to public.
12. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada.
13. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.
14. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
15. City of Fernley Cemetery hereby acknowledges receipt in the sum of \$_____ (Plot purchase fee)
\$_____ (Marker deposit)
\$_____ (Opening and Closing Deposit)
\$_____ TOTAL

Acknowledgement and Execution In witness whereof, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby:

By _____
City of Fernley

Dated this _____ day of _____, 20__.

By _____
Purchaser #1 signature

Dated this _____ day of _____, 20__.

By _____
Purchaser #2 signature

Dated this _____ day of _____, 20__.

Payment in Full Amount
Date Paid:
Check No.:

- The City of Fernley does not sell or provide vaults/liners. The family is responsible for the purchase of a vault/liner to be placed over the casket for a burial interment. Please contact a Mortuary/Funeral Home in order to purchase a vault/liner with the casket.

I acknowledge that I understand that I will be responsible for the purchase of a vault/liner to be included over the casket for any immediate or future burial interment.

_____ (Please initial here)
Purchaser #1 Purchaser #2

- The Fernley Desert Memorial Gardens Cemetery is the responsibility of the City of Fernley; however maintenance of Plots and grave markers are the responsibility of the parties as assigned in this Burial Agreement.

I acknowledge that I understand that I will be responsible for the maintenance of the Plot(s) that I am purchasing and the marker(s) placed on said plots.

_____ (Please initial here)
Purchaser #1 Purchaser #2

- The Fernley Desert Memorial Gardens Cemetery is governed by Resolution #17-005 establishing the fee schedule for the cemetery and Ordinance #2017-253 establishing the rules and regulations of the cemetery.

I acknowledge that I have received a copy of Resolution #17-005 and Ordinance #2017-253 and that I understand and agree to adhere to the rules and regulations of the cemetery.

_____ (Please initial here)
Purchaser #1 Purchaser #2