



PO Box 1821, Hillsborough, NH 03244
Ph 603-315-0790 * inquiries@thelifeforest.com
TheLifeForest.com

Memorial Tree Burial Plot Purchase Agreement

The undersigned, referred to as “Purchaser”, hereby agrees to purchase Burial Rights and Services described herein, subject to acceptance and approval of Life Forest LLC, hereinafter referred to as “Life Forest”.

Purchaser: _____ Date: _____

Address: _____

Email: _____

Phone: _____

Beneficiaries: _____

Burial Tree Type, Coordinates, & Location: _____

Within the property known and numbered as 200 Beard Rd in Hillsborough, N.H. Map 11 E Lot 9. Owner of Record Life Forest, LLC. Survey drawn by Donald R. Mellen Surveyor, LLC, recorded in the Hillsborough County Registry of Deeds as Plan No. 35600 (referred to as the “Forest”).

1. Purchase Price: (select one)

- Burial Rights: 7 x 7 (49sft) \$4,000
- Arch Memorial Garden: (49sft) \$5,000
- Burial Rights: 15 x 15 (225sft) \$8,000

Memorial Service Fee: (select one)

- Weekday Service: \$300 - 2 hour bracket
- Weekend Service: \$500 - 2 hour bracket
- None: \$0

Total Price: _____

2. Future Cremated Remains. Burial rights in the same plot as the Burial Area for future cremated remains may be available upon request at the Purchase Price and on terms then in effect. In the future, there is one more space allotted under the umbrella of the branches for another opening where you can again bury as many sets of the cremated remains. 7'x7 plots are allowed for one future burial and 15'x15' plots are allowed for two future burials.
3. Rules and Regulations. Purchaser agrees that all rights conveyed under this agreement are and at all times shall be subject to rules and regulations now existing or hereafter revised or supplemented by Life Forest at its sole discretion (the "Forest Rules"). The Forest Rules shall include compliance with the Conservation Easement at the Town of Hillsborough Conservation Commission, and restrictions set forth on the Right of Way.
4. Certain Defined Terms. "you" or "your" refers to the "Purchaser" of burial rights. "we", "us" and "our" refers to Life Forest. "Forest" refers to the grounds in which burial occurs. "Party" refers to each of you and Life Forest individually, and "Parties" refers to you and Life Forest collectively. "Certificate of Burial Rights" shall mean the license issued to you after payment has been made in full.
5. License Only. The Purchase Agreement grants you a license to access the Forest and Burial Rights, and does not convey any ownership rights in the Forest. The license becomes effective only after full payment under the Purchase Agreement and a Certificate of Burial Rights is issued.
6. Certificate of Burial Rights. Life Forest will issue a Certificate of Burial Rights upon receipt of the full payment under the Purchase Agreement. Burial Rights shall be subject to all Forest Rules. For a "Pre Need" purchase, Purchaser and Beneficiaries will be listed.
7. Forest Conservation and Maintenance. The Life Forest fully intends to maintain the Forest in its most natural state until such time that the property is placed into conservation. Purchaser is executing this Agreement with the full understanding that Life Forest's only obligations are to provide an environment for burial of a Beneficiary's remains at the Forest and that Life Forest has no further obligation. The Forest itself will proceed to its natural state, trees may die or fall, and may specifically suffer from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, and unavoidable accidents. Purchaser is entering into this Purchase Agreement with full acknowledgment and understanding that Life Forest will have no obligation or liability related to these potential hazards.

8. Designation of Beneficiary. Under the Purchase Agreement, Purchaser designates the person or other person for whom the Burial Rights are intended (the “Beneficiary”). If the Purchaser wishes to alter Burial Rights to designate a different person as the Beneficiary, Purchaser shall notify Life Forest so that Life Forest can maintain accurate records of the Beneficiary individual designated for Burial Rights and prepare appropriate documentation as necessary to ensure that Burial Rights are properly designated. All costs incurred by Life Forest shall be reimbursed by the Purchaser.

9. Limitations on Sculptures. Burial Rights do not include a sculpture privilege. It is not permissible to place memorabilia, fences, benches, decorative landscaping, stones, bird feeders, curbs, or any other ornamental objects on any plot. Temporary decorative memorabilia will be removed within 30 days of interment – one (1) object is permitted with approval from a member of the Life Forest Team and must be natural in origin and biodegradable. Life Forest has the right to remove non-conforming items, from any plot.

10. Reservations and Deposits. Deposits are non-refundable unless Purchaser provides a written notice of cancellation to Life Forest within 30 days from the Date of Reservation under the Purchaser’s Reservation Agreement. If the Purchaser executes a Purchase Agreement within the specified 30-day period, the Reservation Deposit will be applied toward the Purchase under the Purchase Agreement.

11. Information Prior to Burial. Before the deceased Beneficiary’s (the “Deceased”) ashes can be planted, a representative of the Deceased must provide Life Forest the following information:

- a. Name of Deceased _____
- b. Age of Deceased & birth date, if known _____
- c. Date of death _____
- d. Next-of-Kin _____
- e. Funeral Establishment (if any) _____
- f. Executor of Deceased’s estate (if any) _____
- g. If the Deceased is not an adult, names of parent(s) or legal guardian(s) _____

If the Deceased is a pet, then only the pet’s name, date of death, and proof of ownership are required prior to burial.

12. Transfer of License and Burial Rights. If the Purchaser or any prior transferee (the “Holder”) desires to transfer any Burial Rights, Holder must provide Life Forest written notice of the proposed transfer which must identify the transferee and the purchase price. Life Forest shall have a period of forty-five (45) days from receiving such notice to repurchase the Burial Rights for the lesser of the purchase price stated in the notice or the price originally paid under the Purchase Agreement. If Life Forest does not exercise its right of first refusal, then Holder may transfer their Burial Rights to the transferee stated in the notice for the price stated in the notice. Any transfer in violation of this Agreement will be null and void. In the event of a transfer, the Holder shall pay an administrative fee to Life Forest of \$500.00 to effectuate the transfer of Burial Rights and the documentation required. In no event shall such transfer be effective until a new Certificate of Burial Rights is issued under the transferee’s name and the name of the Beneficiary for whom the Burial Rights are being purchased.

13. Refunds and Limitations on Damages. Life Forest hereby disclaims any liability or responsibility for failing to perform any services or make any burial because of strike, lockout, invasion, insurrection, riot, war, order of any military or civil authority, order of the court, or because of any other event or incident outside of Life Forest’s reasonable control.

14. Limitation on Liability. WITHOUT LIMITING ANY LIMITATIONS ON LIABILITY SET FORTH ABOVE, LIFE FOREST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIFE FOREST’S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREIN SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY LIFE FOREST FROM PURCHASER UNDER THIS AGREEMENT.

15. Arbitration. ANY DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO NON-BINDING ARBITRATION UPON THE DELIVERY BY ONE PARTY TO THE OTHER OF A NOTICE SPECIFYING THE NATURE OF THE DISPUTE OR CONTROVERSY AND DEMANDING THAT THE MATTER BE SENT TO ARBITRATION (THE “ARBITRATION NOTICE”). WITHIN TEN (10) DAYS AFTER THE DELIVERY OF THE ARBITRATION NOTICE, EACH PARTY TO THE DISPUTE WILL SUBMIT A LIST OF PROPOSED ARBITRATORS TO THE OTHER PARTY.

THE ARBITRATOR SHALL BE SELECTED BY AGREEMENT OF THE PARTIES TO THE DISPUTE FROM THE LIST OF PROPOSED ARBITRATORS NO LATER THAN TWENTY (20) DAYS AFTER THE DELIVERY OF THE ARBITRATION NOTICE.

IF THE PARTIES DO NOT AGREE ON AN ARBITRATOR WITHIN THE SPECIFIED TIME, THEN THE PARTIES WILL SUBMIT THE ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION LOCATED IN CONCORD, NEW HAMPSHIRE AND WILL CONDUCT THE ARBITRATION PURSUANT TO THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL BE DIRECTED TO IDENTIFY THE PREVAILING PARTY IN THE ARBITRATION, AND THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR THE COSTS AND EXPENSES INCURRED IN CONDUCTING THE ARBITRATION PROCEEDING, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES. THE ARBITRATOR'S AWARD SHALL BE ACCOMPANIED BY A REASONED, WRITTEN OPINION. JUDGEMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

16. Disclaimer of Seller's Warranties. ALL MERCHANDISE SOLD BY LIFE FOREST SHALL BE "AS-IS, WHERE-IS, AND WITH ALL FAULTS", INCLUDING BUT NOT LIMITED TO THE EXTENT THAT SUCH MERCHANDISE DECOMPOSES, DETERIORATES, BREAKS, OR OTHERWISE FALLS VICTIM TO NATURE. THE ONLY WARRANTY ON ANY MERCHANDISE SOLD IN CONNECTION WITH THIS AGREEMENT IS THE EXPRESS WRITTEN WARRANTY, IF ANY, GRANTED BY THE MANUFACTURER OF ANY PRODUCTS CARRIED BY LIFE FOREST. LIFE FOREST MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS OR MERCHANDISE.
17. Law. This Agreement is governed by the applicable laws of the State of New Hampshire.
18. Entire Agreement; Binding. This Agreement and all documents referenced herein supersede all other discussions and contracts, whether oral or written, relating to the subject matter set forth in the agreements. This Agreement is binding on the parties to the purchase agreement and their respective successors and assigns.
19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at the addresses set forth on the Purchase Agreement. Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Each Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

<p>For Life Forest, LLC.</p> <p>By:</p> <p>_____</p> <p>Name: John ONeil</p> <p>Title: Co-Founder, Duly Authorized</p>	<p>Purchaser: Print Name & Signature:</p> <p>_____</p> <p>_____</p> <p>Name of Trust (if applicable):</p> <p>_____</p> <p>_____</p>
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