

Temple Sholom Cemetery Place of Interment License # 15545**Contract of Sale for Interment Rights***Select one:*

- ☐ Member Cemetery Contract
☐ Interfaith Member Cemetery Contract
☐ White Rock or Burquest Member Contract
☐ Non-Member Cemetery Contract

This Agreement (the "Contract") is made in duplicate _____
(mm/dd/yyyy)

Between:

Temple Sholom
A Society formed under the *Societies Act* of BC
7190 Oak Street, Vancouver, British Columbia, V6P 3Z9
("Temple Sholom")

And:

Purchaser Name: _____

Address: _____

City, Postal Code: _____

Phone: _____

Email: _____
(the "Purchaser")

Witnesses that for good and valuable consideration and the payments agreed to be paid in accordance with this Contract, Temple Sholom does now convey and assure to the Purchaser for the person on behalf of whom this purchase is made

Beneficiary Name: _____
(the "Beneficiary")

the sole and entire right of interment in the following parcel of land located in Temple Sholom Cemetery, situated at 14965 28th Avenue, White Rock, British Columbia V4P 1P3 (the "Cemetery"), according to the plan of the Cemetery:

Plot: _____ (hereinafter the "Plot")

TO HAVE AND TO HOLD FOREVER, subject to the terms of this Contract, including full payment by the Purchaser, and the laws of the Province of British Columbia, including the *Cremation, Interment & Funeral Services Act*, the *Business Practices & Consumer Protection Act*, their amendments and replacements, regulations and the Temple Sholom Bylaws and the Temple Sholom Funeral and Interment Rules from time to time in effect.

Terms and Conditions

1. The Purchaser hereby acquires for the Beneficiary the right of interment in the Plot, together with the right of perpetual maintenance of the Plot by Temple Sholom. The Purchaser and Beneficiary shall acquire no rights to the Plot save and except the above, and such other rights as are set out herein, which rights shall be exercised only according to the Temple Sholom Funeral and Interment Rules and Regulations then in effect, and as they may be amended from time to time, copies of which in their current form have been provided to the Purchaser.
2. The Purchaser and Beneficiary shall not register against the Plot or against any part of the lands and premises comprising the Cemetery any lien, charge or encumbrance purporting to claim legal or equitable title to the Plot.
3. The Purchaser or their representative will pay the following amount(s) for the right of interment in the Plot:
 - a. *(at the time of signing this Contract)*: the purchase price for the Plot in effect as of the date of this Contract (plus the applicable contribution to the perpetual care fund required pursuant to the *Cremation, Interment and Funeral Services Act*), as set out in Schedule A to this Contract; and
 - b. *(at the time of the Beneficiary's death)*: where the Beneficiary is not a member in good standing of Temple Sholom (a "Member"), or has been a Member for less than three years, at the time of death, an additional amount (payable no later than 14 days after the end of Shloshim), as follows:
 - i. 33% of the Non-Member Assessment in effect at the time of death, where the Beneficiary has been a Member for more than two years but less than three years;
 - ii. 66% of the Non-Member Assessment in effect at the time of death, where the Beneficiary has been a Member for more than one year but less than two years; or
 - iii. 100% of the Non-Member Assessment in effect at the time of death, where the Beneficiary is not a Member or has been a Member for less than one year.

INITIAL _____*

4. If the Plot is purchased for a Beneficiary who was a Member at the time of purchase, but the Beneficiary's membership has lapsed by the time of the Beneficiary's death, the Purchaser or their representative will pay the Non-Member Assessment applicable to the purchase of the Plot and other related charges in effect at the time of death.

INITIAL _____*

5. The purchase price paid for the Plot is solely for the right of interment in the Plot and perpetual maintenance of the Plot. It does not include the costs of burial services, casket, grave preparation, gravestone, gravestone maintenance, or any other related charges, which are separately contracted (see Schedule B to this Contract).

INITIAL _____*

6. The Plot shall be used only for the purpose of the burial of the deceased Beneficiary, except with the written consent of Temple Sholom.

7. Unless the Plot is located in the Interfaith Section of the Cemetery (in which case paragraph 8 below applies), the Plot shall be used only for the purpose of the burial of Jewish deceased.

INITIAL _____*

8. Only the following persons may be buried in the Interfaith Section of the Cemetery:
- a Jewish Member and
 - "Gerim v'toshav" (the non-Jewish spouse of a Member and the non-Jewish children of a Member).

Should the Jewish spouse predecease the non-Jewish spouse of the Member and the non-Jewish children of the Member, subject to paragraph 9 below, the non-Jewish spouse of the Member and the non-Jewish children of the Member may nonetheless be interred in the Interfaith Section of the Cemetery upon payment of the fees applicable to the purchase of the Plot and other related charges in effect at the time of their respective deaths, according to their status as Members or Non-Members.

9. Only a Member may purchase the right of interment in a plot in the Cemetery "pre-need" (i.e. prior to the death of the Beneficiary).
10. Notwithstanding paragraph 9, where the right of interment in the Plot is being purchased "at need" (i.e. upon the death of the Beneficiary), one surviving family member of the Beneficiary who is not a Member may, no later than 14 days after the end of Shloshim for the Beneficiary, purchase the right of interment in one plot in the Cemetery adjacent to the Plot pre-need, if available.
11. Only one body will be permitted in a Plot, except in the case of a mother and infant, in which case special permission must be obtained from Temple Sholom in writing.
12. No interred remains shall be removed from a Plot by any person, whether or not related to the deceased, without the written consent of Temple Sholom; nor shall such Plot be opened or disturbed by anyone under any pretext whatsoever without the written consent of Temple Sholom.
13. No burial will be permitted in the Plot until such laws of the Province of British Columbia regarding burials as may be in force from time to time have been complied with.
14. A gravestone must be placed on the Plot and shall be of a size, kind and form as prescribed by Temple Sholom. Temple Sholom further has the right to examine a copy of the proposed inscription or design to be placed on a gravestone and to approve the same before placement. No base, railing, enclosure or structure of any kind may be placed on, in or around the Plot.
15. The fees for the gravestone to be placed on the Plot and contribution to the Gravestone Care Fund in effect at the time of death will be paid by the Purchaser or their representative. A gravestone may not be placed on the Plot until all charges due to Temple Sholom under this Contract have been paid.
16. Roads and walks surrounding the Plot will be kept in good condition by Temple Sholom at all times.
17. No trees or shrubs shall be planted, removed, cut down or destroyed within the borders of the Plot without the written consent of Temple Sholom. If any tree or shrub situated on or nearby a Plot shall become, in the sole opinion of Temple Sholom, unsightly, unhealthy, detrimental or inconvenient, Temple Sholom has the right to remove such tree or shrub or any part thereof.
18. This Contract shall endure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives and successors.

19. The Purchaser acknowledges receipt of copies of this Contract and the Temple Sholom Funeral and Interment Rules and Regulations at the time of signing this Contract.
20. The Purchaser understands that the personal information (as defined under the *Personal Information Protection Act – PIPA*) collected in this Contract is collected for a number of reasons, including:
 - a. To verify the identities of the Purchaser, the Beneficiary, and the person with statutory authority to give instructions to Temple Sholom;
 - b. To ensure accuracy and up to date information;
 - c. To enable Temple Sholom to provide the services requested;
 - d. To assist in compliance with Temple Sholom and the Purchaser's obligations under the Contract; and
 - e. To satisfy legal obligations of Temple Sholom.
21. The Purchaser agrees to the collection, use and disclosure of personal information for the above-listed purposes and in other circumstances in which consent is deemed given or unnecessary under *PIPA*. Temple Sholom will not disclose personal information to enable any third party to market their products or services.
22. Pursuant to S.25 (1) of the *Cremation, Interment and Funeral Services Regulation*, with the prior approval of the director *under the Cremation, Interment and Funeral Services Regulation*, Temple Sholom may sell a right of interment for an unused plot in the Cemetery where the right of interment for the plot has been sold previously, but only if:
 - a. The owner of the right of interment is at least 120 years of age or, if living would be at least 120 years of age,
 - b. A period of at least 50 years has elapsed from the date the prior right of interment was sold,
 - c. At least 90 days have passed since the date Temple Sholom has sent a notice of its intention to resell the right of interment to the last known address of the interment right holder and Temple Sholom has not received a response from the interment right holder, **and**
 - d. Temple Sholom has made diligent attempts to contact the interment right holder but is not able to locate or contact the interment right holder.
23. If the Purchaser or the Beneficiary wishes to surrender their rights to the Plot as set out under this Contract, they shall advise Temple Sholom. Upon execution by the Purchaser or their representative of written confirmation of the termination of this Contract and surrender of rights hereunder (in the form required by Temple Sholom, in its sole discretion), Temple Sholom will refund to the Purchaser or their representative 100% of the purchase price paid hereunder, without interest or administration fees.

IN WITNESS WHEREOF the parties hereto have signed this Contract on the date above written.

Purchaser Signature

Purchaser Signature _____

Print Name _____

Executed by: _____

Temple Sholom

Per: authorized signatory _____

SCHEDULE A**A. Cemetery Plot Fee Schedule** (effective July 13, 2022)

Plot Price	All Beneficiaries (Members and Non-Members)
Single Plot	\$ 6,000.00
Perpetual Care Fund (PCF) (25% of total per BC regulations)	1,500.00
Total Cost of Cemetery Plot	\$ 7,500.00

Payment Terms – At Time of Contracting

- Payable in full at the time of purchase or in installments, with a down-payment of 25%, and the balance payable over a maximum of 36 months (paid annually) with a credit card on file or post-dated cheques.
- If burial occurs before the end of the payment term, the full balance is due no later than 14 days after the end of Shloshim (30 days after burial).

Additional Charges – At Time of Burial (or Prior)

- At time of burial, **Chevra Kadisha** charges (transportation of deceased, Jewish rituals, casket) are payable to the Schara Tzedek Cemetery Board. **604-733-2277**
- Additional charges payable to Temple Sholom for Gravestone, Grave Preparation, Unveiling, and optional charges for Shiva and Yartzheit Plaque (as shown on Schedule B to this Contract).

PAYMENT FOR PLOT # _____ BENEFICIARY NAME: _____

Cheque ☐ Pay in full ☐ Installments ☐: 25% down \$ **1,875** plus annual payment of _____

Installment Schedule _____

ADDITIONAL CHARGE OF 2% IF PAYING BY CREDIT CARD

Credit Card Number _____ STAFF: PLEASE ENTER IN SHULCLOUD

Cardholder Name _____

Cardholder signature _____

Only required if paying by credit card

SCHEDULE B

Beneficiary Name: _____

CURRENT ADDITIONAL CHARGES (effective July 13, 2022)

(Note: If Plot is being purchased pre-need, this page is for information purposes only:
the actual fees that will be charged will be the fees in effect as of the date of death.)

B. Gravestone, Grave Preparation, and Unveiling

Gravestone	\$ 2,809.00	
Grave preparation	1,260.00	
Gravestone Care Fund	<u>10.00</u>	
Subtotal	\$ 4,079.00	<input type="checkbox"/>

(if applicable:)

Non-Member Assessment*	\$10,000.00	<input type="checkbox"/>
	\$6,600.00	<input type="checkbox"/>
	\$3,300.00	<input type="checkbox"/>
Clergy Fee**	\$1,800.00	<input type="checkbox"/>
WRSSJC /Burquest Discount***	\$ - 500.00	<input type="checkbox"/>

Check boxes that apply

Section B Total: \$ _____

Note: In addition to the above, the Chevra Kadisha currently charges \$7250.00 (subject to change) for their services (transportation of deceased, Jewish rituals, accommodation, casket) **payable to Schara Tzedek Cemetery Board. Chevra Kadisha: (604) 733-2277.**

Payment options include spreading the cost monthly over 1, 3 or 5 years, without interest or service fees.

- * Per para. 3(b) of the Contract, the Non-Member Assessment is applied to Non-Members and on a pro-rated basis if Beneficiary has been a Member in good standing for less than 3 years at the time of death - includes Clergy Fee:
- \$3,300 where the Beneficiary has been a Member for more than two years but less than three years ;
 - \$6,600 where the Beneficiary has been a Member for more than one year but less than two years;
 - \$10,000 where the Beneficiary is a Non-Member or has been a Member for less than one year.
- ** Applies in lieu of Non-Member Assessment above to those who, prior to July 13, 2022, paid a non-member assessment at the time of purchasing a cemetery plot and this is confirmed in writing (on their Burial Lot Certificate or Cemetery plot contract or otherwise).
- ***Applies only to members in good standing of these congregations.

SCHEDULE B (continued)**C. Shiva at Temple Sholom (optional)**

Includes: one staff, one security person, tea and coffee service. Other refreshments to be provided by the mourners. Discuss particulars with Facility Manager. Fee per night:

- Under 75 guests \$567.00 ☐
- 76 to 150 guests \$683.00 ☐ x # nights _____ = total _____

D. Yahrtzeit Plaque (optional)

\$ 540.00 ☐

\$ 360.00 ☐ If doubled up with family member already on the yahrtzeit board

E. TOTALS

A. Cemetery Plot	\$ _____
B. Gravestone, Grave Prep, & Unveiling	\$ _____
C. Shiva	\$ _____
D. Yahrtzeit Plaque	\$ _____
E. TOTAL	\$ _____

Payment Terms

The full balance is due no later than 14 days after the end of Shloshim (30 days after burial). 2% is added if paying by credit card; no additional processing fee for e-transfers or cheques. Thank you.

Leaving a Legacy

With your legacy gift, you help continue the values of Temple Sholom.

In addition to designating Temple Sholom in your will, you may designate the Temple as a beneficiary of your life insurance policies (as mentioned below) or your RRSP, RRIF or TFSA.

There is a tax advantage to gifting publicly-traded securities to a charitable organization. Under Option 1, an executor could (but is not required to) apply publicly-traded securities to make the gift. However, it would be necessary to give the executor the power to do so elsewhere in the Will (usually this is in the trustee's powers section).

Here is some sample wording for your will:

Option 1 – Gift of a Specified Amount or a Percentage of Residue

"To pay the [sum of \$_____] OR [_____% of the residue of my estate] to Temple Sholom, presently having an address at 7190 Oak Street, Vancouver, to be applied by its Board of Directors at its discretion, for Temple Sholom's general purposes."

Option 2 – Gift of Publicly Traded Securities

"To make a gift to Temple Sholom, presently having an address at 7190 Oak Street, Vancouver, BC as follows:

- a. select from publicly traded securities that I own, if any, at the date of my death, securities (the "Gift Shares") that collectively have a total fair market value as of the date of my death of not more than \$_____ (the "Donation Amount") and transfer the Gift Shares to Temple Sholom; and
- b. if the value of the Gift Shares is less than the Donation Amount, pay Temple Sholom an amount equal to the difference between the Donation Amount and the value of the Gift Shares; and
- c. the Donation Amount will be applied by Temple Sholom's Board of Directors at its discretion, for Temple Sholom's general purposes."



INFORMATION AT TIME OF BURIAL

Name of Deceased Beneficiary: _____

Hebrew Name: _____

Plot Number: _____ (must match page 1)

Date of Birth: _____
Month/Day/Year

Date of Death: _____
Month/Day/Year

Hebrew Date of Death: _____ Before Sunset ☐ After Sunset ☐

Date of Funeral: _____ Yahrzeit Observance: English ☐ Hebrew ☐
Month/Day/Year

Funerals at Temple Sholom will be conducted by the clergy of Temple Sholom officiating, unless otherwise arranged, and with the permission of the Temple Sholom.

I consent ☐ I do not consent ☐ to the online broadcast of the funeral service from the Temple Sholom sanctuary or cemetery (if applicable.)

BURIAL AUTHORIZATION

In accordance with the order of priority in s. 5(1) of the *Cremation, Interment and Funeral Services Act*, I, _____ certify that I am the legally authorized representative for the above-named deceased. Pursuant to Section 8(3)(b)(ii) of the *Cremation, Interment and Funeral Services Act*, I hereby authorize the interment of _____ at Temple Sholom Cemetery.

By authorizing this interment, I agree to indemnify and hold harmless Temple Sholom, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

Signature of Authorized Person

Relationship with Deceased

Print Name of Authorized Person

Date Signed (mm/dd/yyyy)

Address of Authorized Person

Telephone and Email of Authorized Person