

**BURIAL PROPERTY  
ADVERTISING AGREEMENT**

This **ADVERTISING AGREEMENT** entered into on the date below written (the "Effective Date") between **BUY AND SELL CEMETERY PLOTS LLC** ("BAS"), and \_\_\_\_\_, ("Client").

**RECITALS:**

A. BAS specializes in providing a marketing program for sellers of cemetery properties/plots to enable sellers to sell cemetery plots.

B. Client is the owner of one or more cemetery properties/plots and wishes to engage BAS to provide a marketing program for the sale of such property.

NOW, THEREFORE, the parties for good and valuable consideration hereby agree as follows:

1. **Client Fee.** Client hereby elects to purchase the following marketing program for the following price:

2. **Full Service Marketing Program.** \$795.00 – BAS provides a marketing/advertising program for up to 1 - 7 cemetery plots transferred pursuant to a single deed/transfer document.

The one time payment shall be made on or before the date this Agreement is executed. Except as otherwise expressly stated in this Agreement, there are no additional fees, charges or expenses charged.

3. **Marketing/Advertising Program.** The marketing/advertising program consists of the following Services provided by BAS:

(a) Create and maintain a customized virtual tour of Client's burial property. The specialized listing consists of eight individual photographs of the specific cemetery presented in a slide show presentation available on BAS' website. PLEASE BE ADVISED: Due to the private nature of the property being advertised and certain cemetery rules and regulations, BAS may be prohibited from taking photographs of Client's specific property. If BAS is prohibited from taking photographs of Client's burial property, Client may submit their own personal photographs to be used in the advertisement or BAS will substitute generalized photographs of the Cemetery grounds in place of the specific burial photographs.

(b) Maintain a constant call screening center in which Client's property is advertised to potential buyers. Based on BAS advertising platform, BAS actively markets Client's property to purchasers including to those who have expressed an interest in purchasing burial property in specific locations.

(c) Employ a third party transfer team to draft and maintain all closing documents necessary for burial property transfer, record all requisite transfer documents, and satisfy all required closing costs up to a maximum of \$150.00.

(d) Arrange for an Escrow Agent (subject to Client's approval) for any property transfer.

4. **Term.** This Agreement begins on the Effective Date as stated in this Agreement and will remain in force for a period of (12) months. Client may renew this agreement for an additional twelve (12) months at no extra charge by providing BAS written notice within 30 days prior to the expiration of this term.

5. **Representation.**

(a) Client represents that he/she is the owner in fee simple of the property or has the legal right to transfer the property and that there is no encumbrances thereon. Client agrees to provide BAS with a legible copy of the certificate of title for each burial property subject to this Agreement. Failure to provide BAS the requisite proof of ownership will result in BAS obtaining their own proof of ownership at an additional cost of \$100.00 plus any additional fees incurred.

(b) BAS makes no representations or guarantee of a sale or exchange of the burial property(s) subject to this Agreement.

6. **Disclaimers.**

(a) **Advertiser.** BAS is a licensed Burial Rights Broker in the State of Florida; however, the only service provided to Client is creating and maintaining an advertising platform for sellers to market property and to coordinate property transfers. Based on this service, BAS is a “for-sale-by-owner” advertiser and does not charge a commission for any completed property transfers.

(b) **Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BAS CEMETERIES MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OR COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Indemnifications.** Client agrees to indemnify, hold harmless and defend BAS from any and all claims, demands, suites, causes of action, costs and reasonable attorneys’ fees arising from: (a) accident, loss, injury, or damage attributable to Client with regard to the burial property; (b) any acts or omissions of Client in any way resulting from a breach of any representation, warranty, covenant or other agreement made by Client in this agreement. This provision shall survive the term of the Agreement.

8. **Termination of Agreement.**

(a) **Termination for Breach.** If Client breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after receiving written notice of the breach from BAS, BAS may then deliver a second notice to the breaching party immediately terminating this Agreement and the fee shall be retained by BAS.

(c) **Withdrawal.** If Client withdraws the property from sale or exchange during the term of this Agreement or otherwise prevents BAS from advertising the property, BAS will be entitled to retain its full advertisement fee.

#### 9. **Mandatory Binding Arbitration.**

a) This Agreement provides that all disputes between Client and BAS will be resolved through BINDING ARBITRATION, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are hereby incorporated by reference. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings. The unsuccessful party shall pay the costs conducting the arbitration. Arbitration will take place in Pinellas County, Florida. The arbitrator shall not have the power or authority to award punitive damages for or against either party to this Agreement.

i. Client and BAS thus GIVE UP THE RIGHT TO GO TO COURT to assert or defend rights under this contract.

ii. Client's and BAS' rights will be determined by an ARBITRATOR and NOT a judge or jury.

iii. Client is entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

iv. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

v. **FOR MORE DETAILS:** Please visit the American Arbitration Association website at [www.AAA.org](http://www.AAA.org) or call 1-800-778-7879.

**(b) WAIVER OF JURY TRIAL: IF FOR ANY REASON THIS AGREEMENT IS NOT SUBJECT TO ARBITRATION, ALL PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY AND ALL ACTIONS ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT.**

(c) **Costs and Attorneys' Fees.** In connection with any legal proceedings, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Costs and attorneys' fees shall include any and all attorneys fees incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings and shall also include paralegal expenses and all reasonable travel, copying and transmission costs of the attorneys, expert witness fees, the costs of investigation and proof of facts, and the costs of any sales, services, value added or similar tax imposed upon amounts relating to any services or costs described in this sentence.

#### 10. **General.**

(a) **Entire Agreement and Amendments.** This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the contract matter, either written or oral. This Agreement may be amended only by a written document, signed by both parties.

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(b) **Independent Contractors.** Third Party Beneficiaries and Subcontractors. The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement.

(c) **Assignment.** This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable or otherwise transferable by any party without prior written consent of the other party.

(d) **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

(e) **Notices.** All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth below in this Agreement by each party.

(f) **Captions and Plural Terms.** All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

(g) **Photocopy, Facsimile, or Electronic Signatures.** A photocopy, facsimile copy, scanned copy or copy bearing an electronic signature (as defined under the law of Florida Uniform Electronic Transaction Act) of this Agreement and any signatures thereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement this \_\_\_ day of \_\_\_\_\_, 2011.

BUY AND SELL CEMETERY PLOTS, LLC,  
a Florida Limited Liability Company

By: \_\_\_\_\_,  
as its Authorized Agent

Client: \_\_\_\_\_  
"CLIENT"

CORPORATE SEAL

"BAS"