



Eastern Orthodox Heritage Foundation

The Eastern Orthodox Heritage Foundation

State of California - Registration Number A0654099 - Federal Tax ID # 30-042309
14942 Index Street, Mission Hills, CA 91345
Tel. (818) 365-4274 - Fax: (818) 688-3965

Email: president@eohf.org

www.eohf.org

THE PIERCE BROTHERS-VALHALLA MEMORIAL PARK
10621 Victory Blvd, No. Hollywood, CA 91606
(THE EOHF ROMANIAN SECTION)
Tel (818) 388-5483

Chairman of the Board of Directors

Right Reverend IRINEU
Bishop of Dearborn Heights and
Auxiliary Bishop of
the Romanian Orthodox Episcopate of
America, Orthodox Church of America

CEO, President and Member of the Board of Directors

Very Rev. Fr. Constantin Alecse, Sr.
Pastor of the Holy Trinity ROC, LA;
Dean of ROEA's Pacific Coast Deanery,
OCA

Members of the Board of Directors:

Very Rev. Fr. Cornel Todeasa PHD, Sr.
Pastor of St. Dimitrie R.O.C. in Easton,
CT - Orthodox Church of America -
Secretary

Gabriel P. Vamvulescu, Theologian,
Subdeacon, soloist of Romanian Opera,
New York Opera, leading bass singer at
UCLA Music Department - **Treasurer**

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Marian Serban
Livia Literat
Elena Popa
Mihai Daniel Orita
Ion Anton

SAMPLE - Purchasing Agreement

SAMPLE

Date: _____

Name of the purchaser(s): _____
Address: _____; Tel. _____

Property purchased: Section # _____; Lot(s) # _____ & # _____

Preamble

The Eastern Orthodox Heritage Foundation Inc., hereinafter referred to as EOHF (address: 14942 Index Street, Mission Hills, CA 91345), represented by Fr. Constantin Alecse, entered into the Agreement No. 012998, on 10th of March 2010, with the Pierce Brothers Valhalla Memorial Park (address: 10621 Victory Blvd, No. Hollywood, CA 91606), by which EOHF purchased four (4) sections of Cemetery Property as follows: section # 1118, (lots 1-7 and 10); section # 1119 (lots 10-16, 19-25); section # 1132 (lots 10-18, 19-27); section # 1133 (lots 1-9, 16-18); also reserving all the un-sold plots in the aforementioned sections; and securing the options of acquiring the adjacent "undeveloped properties" as the community needs may arise.

On March 30, 2010, the Foundation elected a "Board of Administration of the cemetery property", hereinafter called "The Board", made out of the following: Fr. Constantin Alecse, presbytera Elena Alecse, Mr. Dan Alexander Platt, Mrs. Paula Matei Platt and Mr. Panait Cufuioți.

By placing the initials on this page and signing the AGREEMENT, on the last page, the purchaser(s) acknowledge the acceptance of all the terms and conditions of the Agreement as follows:

Purchaser(s) initials _____

EOHF Representative _____



EOHF - Cemetery property purchase @ Pierce Brothers Memorial Park

EASTERN ORTHODOX HERITAGE FOUNDATION, INC.

14942 Index Street, Mission Hills, CA 91345
Tel. (818) 365-4274; Mobile (818) 388-5483 Email: preot@biserica.org

Pre-Need Interment Property Purchase Agreement

This Agreement is made this 15th of xxxxxxxxx 2011 between "EOHF" and (name of the purchaser/s):
Name of the purchaser(s): **NNN**, address:
Tel. (555) 000-0000

Property purchased: Section # XXXX; Lot(s) #XX & #XX, herein after referred to as "The Purchaser", under the following terms and conditions:

WITNESSETH THAT:

EOHF (owner of 4 sections of Cemetery Property, at Pierce Brothers Valhalla Memorial Park, address: 10621 Victory Blvd, No. Hollywood, CA 91606 - section # 1118, (lots 1-7 and 10); section # 1119 (lots 10-16, 19-25); section # 1132 (lots 10-18, 19-27); section # 1133 (lots 1-9, 16-18); agrees to sell

And

The Purchaser agrees to buy the following described Interment Rights, Merchandise and Services identified as: **Section # XXXX; Lot(s) #XX & #XX**

Cost per lot: \$ 3,735.00 (Three Thousand Seven Hundred Thirty Five and no%)

Schedule Payment Plan (Down-Payment 10%; Annual Percentage Rate: 4.9%; Number of Payments: 72)

Sale Price: \$ 3,735.00 ; Down-payment: \$ 373.50; Amount Financed: \$ 3,361.50 x 4.9%(interest);

Total of Payments: 3,918.96; Total Finance Charge: \$ 557.46; Monthly payment: \$ 47.39 + \$ 7.04 (\$7.04 per/lot=TROITA's 4 lots amortization) = **TOTAL MONTHLY PAYMENT: \$ 54.43** (Payment due date: 15th of each month; Beginning: xxxxxxxxx **15th, 2011** (last payment: xxxxxxxxx **15th, 2017**).

TERMS AND CONDITIONS

A copy of the EOHF Cemetery's Agreement, shall be issued to each plot holder- upon execution. Every plot shall be subject to the rules, conditions and restrictions imposed by the agreement. The agreement shall be the sole agreement between the EOHF Board and the plot holder(s) and no statement contrary thereto shall bind the Board.

The Purchaser agrees to abide by all the rules and regulations governing said Cemetery's EOHF - Romanian Section, as incorporated into this agreement:

- 1. Prepayment:** If Purchaser pays off early, Purchaser will be entitled to a rebate of all or part of the Finance Charge. Upon prepayment in full, whether voluntarily or upon acceleration by reason of Purchaser's default and payment in full judgment being entered against Purchaser for the unpaid balance, Purchaser shall receive a rebate of any unearned Finance Charge computed in accordance with the actuarial method.
- 2. Security:** Purchaser is giving a security interest in the goods and property being purchased.
- 3. Late Charges:** If full payment is not made within 15 days after it is due, Purchaser will be charged \$5.00 or 5% of such payment, whichever is less.
- 4. Agreement to Pay.** Having first been quoted both a Total Cash Price and a Total Sale Price for the items described above, and for value received, the undersigned Purchaser jointly and severally, if more than one, promises to pay to the order of EOHF, at its address shown below, the amount identified above as the Total of Payments in accordance with the payment schedule dates.
- 5. Cemetery Rules and Regulations.** Purchaser agrees that all rights conveyed under this Agreement are subject to and Purchaser agrees to at all times comply with the present rules, regulations and bylaws of EOHF on file and subject to examination in its office and as may be hereinafter adopted, amended or altered.

EASTERN ORTHODOX HERITAGE FOUNDATION, INC.

6. **Application of Payments.** In the event of the death of either the Purchaser or Co-Purchaser prior to payment in full, all payments made by Purchaser shall be applied to the Interment Right being used in the following order: First, to the Finance Charge; next, to the Interment Right; then to the Endowment Care Fund; and finally, to Merchandise and Services. All payments made by the Purchaser shall be applied in the same order as stated above. All prepayments will be applied to the next installment then due.
7. **Death Prior to payment in Full.** Should the need for interment occur before final payment of the Total Sale Price set forth herein, the Purchaser shall have the right to inter the deceased in the interment space selected, provided the proportionate part of said Total Sale Price applicable to the Interment Right, Merchandise or Service to be used shall have first been Paid.
8. **Default or Cancellation.** Upon default of any amounts due EOHF from Purchaser for a period of 30 days or longer, or upon default or failure by the Purchaser to comply with the provisions hereunder or upon receipt of Purchaser's written request to cancel this Agreement, or in the event of a proceeding in receivership or insolvency instituted by or against Purchaser, EOHF shall have the right to cancel all or any part of this Agreement, as related to any unused Interment Rights, and to retain all monies paid its liquidated damages and not as a penalty. No refunds will be made of any monies paid for Interment Rights on this Agreement by Purchaser to EOHF. However, upon cancellation, at EOHF's discretion, EOHF may cause an Internment Property Purchase Agreement to be issued for Interment Rights of EOHF's selection, provided the Purchaser's Net Equity (total amount paid less earned Finance Charge) is equal to or greater than the selling price of said Interment Rights. If EOHF elects to cancel this Agreement, he shall be relieved of all further obligations hereunder. Providing however, in the event this Agreement included Cemetery Merchandise and Services with respect to the amount paid by Purchaser for any such services which have not been performed or Merchandise which has not been delivered, upon cancellation of this Agreement, EOHF shall have the right to retain 10% of the amount paid by the Purchaser for such Merchandise or Services as a revocation fee. The remaining 90% of the amount Paid for Such Merchandise and Services shall be refunded to the Purchaser within 30 days after receipt by EOHF of Purchaser's request for refund of said amount. For purposes of this Agreement, Merchandise shall be deemed delivered if, after full payment, EOHF causes such Merchandise to be stored for the benefit of Purchaser, and such Merchandise is available for delivery to Purchaser, upon Purchaser's request.
9. **Liquidated Damages.** The parties agree that it is impractical and extremely difficult to fix the actual damages, if any, which may result from the breach or cancellation of this Agreement by the Purchaser. If this Agreement is cancelled, EOHF may retain, as liquidated damages, all monies paid hereunder to EOHF allocable to the Interment Rights, which shall be EOHF exclusive remedy against Purchaser. Upon such cancellation, all rights, title and interest of Purchaser under or by virtue of this Agreement shall terminate. Purchaser is giving up his/her right to a Court Jury Trial, as well as his/her right to appeal.
10. **Collection Costs.** If the liquidation damages provisions is held to be unenforceable EOHF's remedies shall be limited to compensatory damages measured by the difference between the Total Sale Price and the amount at which EOHF could resell the Interment Rights, increased by any collection and resale expenses borne by EOHF and decreased (but not below zero) by all monies paid hereunder and allocable to the Interment Rights. It is further agreed that the waiver by EOHF of any breach of the covenants contained herein shall not be construed as a waiver of the covenant itself for any subsequent breach thereof.
11. **Rules and regulations may be altered.** The Purchaser recognizes that said rules and regulations may be altered, modified or amended from time to time and alterations, modifications and amendments shall be duly recorded and available in the foundation office for inspection by plot holders.
12. **Rules and regulations' interpretation.** The Purchaser understands that EOHF cemetery Board of Administration reserves the right to change, alter or otherwise interpret any or all the rules and regulations at its discretion, according to the Cemetery's rules and regulations.
13. **Rules and regulations' enforcement.** The Purchaser agrees that EOHF cemetery Board of Administration, fully authorized to enforce all the rules and regulations, has the right to exclude from the cemetery's EOHF - Romanian Section - any person violating the cemetery's rules and regulations.
14. **Assignment.** Purchaser's Rights under this Agreement may not be assigned without the prior written consent of EOHF. This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Purchaser. Purchaser further agrees that EOHF may assign its rights under this Agreement and that this Agreement

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shall be binding upon and inure to the benefit of the successors and assigns of the EOHF. A bona fide plot holder shall have the right of interment. Said plot can be used for no other purpose and cannot be divided. No transfer or assignment of a lot can be made after an interment. If no interment is made in a plot, after said plot holder shall die without an approved transfer per assignment of said plot, the plot shall revert to the EOHF.

15. **Lots sale for Personal/Family Use only.** Purchaser agrees that the Interment Rights purchased hereunder are being purchased for personal or family interment purposes only and not for speculation, and neither EOHF, nor the Board members, in any way represent or guarantee a resale thereof.
16. **Condition of property purchase:** The Purchaser understands that individual plots may be assigned primarily to Orthodox members who express interest in acquiring property in the EOHF Romanian Section. However, plots may also be granted to nonmembers of Orthodox Faith, if they are affiliated with an Orthodox individual, and such requests may be reviewed case-by-case. An "Orthodox Member" is defined by EOHF as a person who holds membership in any Orthodox Churches. A "non-Orthodox Member" is defined by EOHF as a person who does not hold membership in any Orthodox Churches, but who by circumstance of kinship or other reason may be eligible to be buried in the cemetery's EOHF Romanian Section. An application for a plot(s) may be accepted for non-members where family ties are evident (ie: marriage, etc).
17. **Single plot.** No more than one body, or the remains of more than one body, shall be interred in one grave.
18. **EOHF confirmation to cemetery.** No interment can take place prior to the acknowledgment notice to the cemetery by the EOHF Board members.
19. **Gravesite markers.** Plot holders are prohibited from raising or depressing the surface of the plot(s), above or below the surrounding ground. All head-markers are to be according to the specifications of the cemetery's office. The only exception shall be on four (4) plots designated by EOHF Board to build a Romanian "Troitz" Monument. Cemetery's plots enclosures are also prohibited. No plot shall be enclosed with a hedge, coping or fence.
20. **Compliance with the cemetery's rules.** Neither EOHF or any of the Board members shall be responsible for noncompliance with cemetery's interment rules and regulations, nor shall the Foundation or its Board be responsible for any damages resulting from interment (ex. memorial markers/tablets).
21. **No trespassing, loitering.** Only the plot holder and his relatives shall be permitted on any cemetery EOHF – Romanian Section plots. Any person thereon shall be considered a trespasser, and therefore EOHF shall owe no duty to the trespasser to keep the property or the memorial thereon, in reasonably safe condition. Boisterous or unseemly conduct, including loitering, will not be permitted on the EOHF Romanian Section grounds.
22. **No pets, vehicles.** Pets are not allowed on the EOHF Romanian Section grounds. All vehicles are to remain on the roads and are not to drive or park on the EOHF Romanian Section grass.
23. **Right to cancel.** The Purchaser has the right to cancel the reservation(s) at any time, and may apply to have part of his/her purchase money returned, according to this cancellation schedule: After 1 - 10 years: 50% refund available; After 11 -20 years: 25% refund available; After 21 years: No refund available.

Purchaser hereby acknowledges that this Agreement was completed as to all essential provisions before it was signed by Purchaser and a copy thereof was delivered to Purchaser at the time this Agreement was signed.

signature

Lot(s) Holder Representative signature

Print Name

Date



signature

EOHF Board Representative Officer's name

Print Name

xxxxxxxxxxxxxx 15, 2011

Date