



17550 NE 67th CT, Redmond, WA 98052 Tel. 425-861-9555 - Web Site: <http://mapsredmond.org>

AGREEMENT FOR USE OF CEDAR LAWN MEMORIAL PARK CEMETERY INTERMENT RIGHTS

This agreement made between _____
herein referred to as the "**Authorized Individual**" and the Muslim
Association of Puget Sound herein referred to herein as "**MAPS**"
is for the purchase of interment rights in _____ burial
plot(s) in the Cedar Lawn Memorial Park cemetery located on 7200
189th Ave. NE in Redmond City in King County Washington.

WHEREAS, MAPS is a non-profit organization organized under the
laws of the State of Washington.

WHEREAS, SCI Washington Funeral Services, Inc. is a corporation
organized under the laws of the state of Washington and is doing
business as Cedar Lawn Memorial Park cemetery, herein referred
to as "Cedar".

WHEREAS, on June 30, 2023, MAPS entered into an agreement with
Cedar for the purchase of three Hundred (300) interment rights
in the Cedar Lawn Memorial Park cemetery located on 7200 189th
Ave. NE in Redmond City in King County Washington herein
referred to as "the Contract".

WHEREAS, the purpose of the June 30, 2023 Contract is to allocate
the underlying three Hundred (300) plots for the burial of MAPS
Muslim Community Members and their Muslim family members in
accordance with the guidelines and procedures set forth in the
said June 30, 2023 contract and this document herein referred to
as "MAPS GARDEN".

WHEREAS, the purpose of this underlying agreement is to sell to
the Authorized Individual the rights of Interment described
below.

NOW, THEREFORE, in consideration of the mutual promises and
conditions contained in this Agreement and other good and
valuable consideration, including the foregoing recitals, the
Receipt and sufficiency of which is hereby acknowledged, the
Parties agree **as follows**:

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1. EFFECTIVE DATE: This Agreement shall be effective upon execution of this document by both parties.

2. PURCHASE RIGHTS: This sale is neither a purchase nor a lease of an interest in real estate. Cedar will maintain ownership of the Cemetery, including all Plots. Upon the purchase of the right to the use of such Plots, the Authorized Individual acquires only the right of burial in, the Plot, subject to the Regulations of Cedar and those regulations set forth herein, which may be amended from time to time.

Payment for a plot only grants the use of a particular plot for burial needs only (Interment Rights), it does not in any way convey title to property, establish a lease agreement or in any way deprive, release or impair MAPS or Cedar from exercising their due authority and responsibilities for the cemetery property as dictated by the Contract between Cedar and MAPS.

3. DEVELOPMENT OF SITUS: Authorized Individual acknowledges and understands that the MAPS GARDEN is an undeveloped situs. Authorized Individual also understands that Cedar is responsible and in charge of the development of said situs and shall begin the development of the MAPS Garden once the down payment is paid by MAPS in accordance with the Contract; A matter that has been achieved on June 30, 2023. Cedar anticipates a completion date of December 31, 2023.

4. ENTITLEMENT: Subject to Sections 5 and 7 below, plots shall be assigned only to Authorized Individuals and for their personal use. The MAPS Garden shall consist of 42" x 96" graves that will allow for 32" x 20" flat markers only. The orientation of the graves shall be in alignment with existing spaces in the cemetery and in accordance with Cedar understanding of the Qibla orientation requirement. The outer burial containers permitted in the MAPS Garden are bottomless liners. Authorized Individual acknowledges that Decedents in the MAPS Garden will be hand lowered into the burial spaces in the Garden by attendees at the Interment Service. Authorized Individual may begin to be interred in the MAPS Garden once 100% of construction is complete.

5. ASSIGNMENT AND TRANSFER OF INTERMENT RIGHTS: Interment rights are personal to each Authorized Individual. Thus, no Authorized



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Individual shall assign or transfer their interment rights to any other individual, Authorized Individual or entity without the written consent of MAPS and unless the Interment right is fully paid in accordance with section 7 below and the appropriate fees has been assessed and paid to MAPS. Any assignment and/or transfer of interment rights must be in alignment with the purpose intended for the MAPS GARDEN which is the burial of MAPS Muslim Community Members and their Muslim family members. MAPS shall have the right to withhold its consent as long as said withholding is reasonable. Subject to the transfer restriction herein, and unless the Authorized Individual is in default under this agreement, the rights provided under this agreement are transferable by the Authorized Individual. Any request to transfer burial rights must be requested of MAPS in writing and shall be in accordance with the guidelines and regulations set forth herein as well as the Cedar/MAPS Contract. Cedar will charge a \$100 processing fee for administrative costs associated with the transfer of an Interment Right from MAPS to an Authorized Individual. Said charge shall be collected by MAPS and charged to the Authorized Individual as a condition precedent to said transfer.

6. RIGHT OF FIRST REFUSAL: Before any interment right that is held in the name of the Authorized Individual may be sold or otherwise transferred, MAPS shall have a right of first refusal to purchase the said interment right on the terms and conditions set forth herein. Authorized Individual shall give MAPS a written notice of the intent to sell its interment right. Subject to section 5 above, MAPS will then inquire as to whether the selling Authorized Individual has a prospect who is interested in the underlying interment rights. If not, MAPS will then have (30) days to initiate the process of securing another Authorized Individual or repurchasing the said right itself. Whether another Authorized Individual is secured for said sale or whether MAPS decides to purchase said right itself, MAPS shall have an additional thirty (30) days to consummate such sale/transfer; a total of sixty (60) days. In order to comply with the provisions of the Contract between Cedar and MAPS, the transfer/sale price must be reasonable and in accordance with the market conditions at the time. MAPS reserves the right to decline/reject any transfer if the transfer price is deemed speculative or exploitative or if the transfer is not in alignment with the purpose intended for the MAPS GARDEN which is



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the burial of MAPS Muslim Community Members and their Muslim family members.

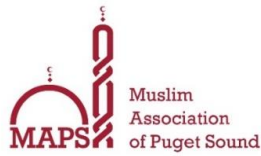
7. PURCHASE PRICE: Authorized Individual is purchasing the following interment rights in _____ Plot(s) in the amount of \$ _____ per Plot totaling \$ _____ ("Purchase Price"). The names of the authorized Individuals are listed on Exhibit A (attached herein).

Authorized Individual understands that the Purchase Price does not include the fee for funeral services, memorials, caskets, signage or any other cemetery merchandise. Any memorial or signage to be placed in the cemetery must meet with Cedar's specifications as on file in Cedar's office and with Cedar's Rules and Regulations. Cedar reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, or signage in its sole discretion. Cedar agrees to provide Authorized Individual a 10% discount off of the Purchase Price of the current price of additional funeral services and merchandise not covered in this Agreement for Preneed (occurring before there is a need / before demise) Contract only and no discount will be provided for any At Need (After Demise) funeral arrangements.

8. PAYMENT: The amount of _____ is due upon the execution of this Agreement with the balance of the Purchase Price to be paid within _____ months in monthly instalments of _____ from the effective Date of this Agreement. Interment will not be allowed nor may monuments be installed until interment rights to the Plot in question have been paid in full. The payment options and the related structure of payments are listed on Exhibit B (Payment Options).

9. Conveyance of Title: Upon payment in full of the total sale price to MAPS as well as the transfer fee stated in section 5, MAPS will cause Cedar to convey to Authorized Individual all rights, title or interests in the within-described Interment rights. The said conveyance of title shall be evidenced by an Interment Certificate.

10. SALE FOR PERSONAL USE ONLY: Authorized Individual agrees that the interment rights purchased hereunder are being purchased for personal interment purposes only and not for speculation or investment purposes.



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11. PERPETUAL CARE AND UP KEEP: Cedar will provide perpetual care of the Cemetery. This includes the Cemetery including, but not limited to, maintenance of grounds including, but not limited to, grass mowing, tree trimming, and shrub and tree removal, infrastructure, and roads. Perpetual care does not include, and neither MAPS nor Cedar will be responsible for, maintenance, upkeep or repair of any marker, monument or headstone or of any permanently affixed vases or ornaments unless the damage is a direct result of the act of Cedar's employees or contractors and in said situation, Cedar shall be the responsible party. Neither MAPS nor Cedar takes any responsibility for loss or damage to flowers, vases, mementos, or ornaments that are not permanently affixed to the gravesite.

12. FUNERAL ARRANGEMENTS AND MARKERS: Subject to section 9 above, Permission to open graves and allow interments must be granted through MAPS before any grave is opened. Following the interment of plots, the plot shall be marked with an appropriate permanent marker denoting decedent's name. The cost of the marker will be in addition to the cost of the plot listed in section 7 above and shall be borne by the Authorized Individual.

13. ABANDONMENT: Authorized Individuals' rights to burial in the Plot in question will be considered abandoned, and any amount paid to date forfeited, under the following conditions: (a) If after a period of 100 years from the Effective Date, the right to burial in the Plot(s) in question has not been exercised, or, (b) If, at any time, MAPS receives notice or other reliable information that the Authorized Individual(s) have been interred elsewhere. In the event of abandonment of the burial rights in such Plot, it will be made available for resale by MAPS.

14. CANCELLATION: Upon default of any amount due MAPS from Authorized Individual for a period of 30 days or longer, or upon or failure by Authorized Individual to comply with any provision herein or upon receipt of a written request to cancel this agreement, MAPS shall have the right to cancel all or part of this agreement as related to any unused interment rights. The Authorized Individual shall be entitled to collect the amount already paid minus any administrative fees once MAPS actually sells said Authorized Individual interment rights and collects enough money for refund.



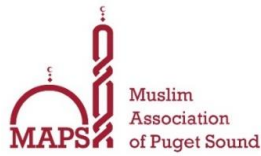
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15. DEATH PRIOR TO PAYMENT IN FULL: Should the need for an interment occur before the final payment of the total purchase price is made, the Authorized Individual shall have the right to be interred in interment space selected/designated provided that the amount owed shall have first been paid and the interment certificate been issued by MAPS.

16. REGULATIONS: All regulations of the cemetery are subject to be changed or amended at cedar's sole discretion. The purchase of interment rights and subsequent use of the burial plot at Cedar, shall at all times be subject to all the regulations, laws now in force or later enacted to the Cemetery for the government, control and management of the Cemetery. Authorized Individual acknowledges that nothing contained in this agreement shall restrict Cedar's rights with respect to the operation, management and control of the Cemetery. Authorized Individual also acknowledges and agrees that Cedar shall have the authority to operate, manage and control the Cemetery, and to determine the design, type, size and location of all buildings, roads, features, improvements and policies affecting operation of the Cemetery including grave decorations, hours of operation, memorials and burial arrangements. Furthermore, Authorized Individual understands and agrees that MAPS reserves the right to cancel all agreements with said Authorized Individual if and when said Authorized Individual fails to adhere to any guidelines, regulations or procedures set herein.

17. LIMITATION OF DAMAGES: Authorized Individual acknowledges that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from the breach of this agreement by MAPS or any error or mistake in connection with the Interment rights provided hereunder, or any other breach of the agreement, and in the event of a resulting loss, MAPS liability hereunder shall be limited to amounts therefore paid to MAPS by Authorized Individual plus a maximum of One Hundred Dollars (\$100.00) as liquidated damages, not as a penalty, and this remedy shall be exclusive.

18. INDEMNIFICATION: Authorized Individual agrees to release, indemnify, hold harmless and defend the MAPS from and against any costs, liabilities, expenses and causes of action (including attorneys' fees and expenses) as a result of claims made by Authorized Individual, their families, or any other individual in connection with any transfer, approval of or denial by Cedar



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related to interment in any space in which an Interment Right has been purchased by Authorized Individual, or as a result of Cedar's failure to comply with its obligations under the Contract with MAPS, or any applicable federal or state laws.

Authorized Individual also agrees to release, indemnify, hold harmless and defend MAPS, its directors, officers, employees, affiliates, contractors, volunteers, managers, sponsors, funders, attendees, public officials, vendors, successors and assigns ("Released Parties"), from any and all demands, damages, losses, liabilities, causes of action, lawsuits, attorneys' fees, costs, and/or claims of arising from or in any way related to, or as a result of any claims made by Authorized Individual, their families, or any 3rd party or any other individual in connection with the condition of the Cemetery grounds including but not limited to the area designated by Cedar for the three hundred (300) plots.

Furthermore, Authorized Individual agrees to release, indemnify, hold harmless and defend Cedar and MAPS, its directors, officers, employees, affiliates, contractors, volunteers, managers, sponsors, funders, attendees, public officials, vendors, successors and assigns ("Released Parties"), from any and all demands, damages, losses, liabilities, causes of action, lawsuits, attorneys' fees, costs, and/or claims of arising from or in any way related to, or as a result of any claims made by Authorized Individual, their families, or any 3rd party or any other individual in connection with burial ceremony including but not limited to hand lowering the Decedent into the burial spaces in the MAPS Garden by attendees at the Interment Service.

19. ARBITRATION: In the event of any dispute between MAPS and Authorized Individual which arises under this agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization which MAPS and Authorized Individual shall agree upon) in effect at the time such arbitration is initiated, and subject further to the provisions of the Washington State Arbitration Act. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the City of Seattle, Washington, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. The



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prevailing party shall be awarded all of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

20. NOTICES: All notices and other communications hereunder shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party and shall be deemed given if delivered personally, mailed by registered or certified mail (return receipt requested), delivered by an express courier (with confirmation) to the parties at the addresses designated below (or at such other address for a party as shall be specified by like notice), or via email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an email or automated facsimile confirmation of delivery or read receipt shall not constitute such confirmation.

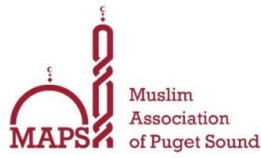
21. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

22. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and cannot be modified except by a written document signed by both parties.

23. SEVERABILITY: The provisions of this Agreement are independent and separable from each other. No provision shall be affected, rendered invalid or unenforceable by virtue of the fact that another provision may be invalid or unenforceable, in whole or in part.

24. JOINT AND SEVERAL LIABILITY/OBLIGATION: All agreements, rights, liabilities and obligations of Authorized Individuals shall be joint and several.

25. AFFIRMATION: Authorized Individual hereby affirms having read the terms set forth in this Agreement and agrees to abide



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by all regulations now or hereafter promulgated by MAPS and Cedar.

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, hereby execute this Agreement on the dates set forth below.

MAPS:

Signature: _____

Name: _____

Title: _____

Address: 17550 NE 67th Ct. Redmond, WA. 98052

Date _____

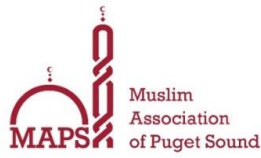
Authorized Individual:

Signature: _____

Name: _____

Address: _____

Date _____



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EXHIBIT A

NAMES OF AUTHORIZED INDIVIDUALS [One Authorized Individual per one Interment Right Purchased]

NAME:
RELATIONSHIP:
PLOT NUMBER:
INTERMENT CERTIFICATE NO.:

NAME:
RELATIONSHIP:
PLOT NUMBER:
INTERMENT CERTIFICATE NO.:

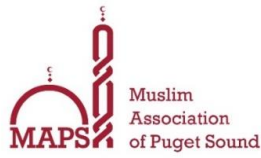
NAME:
RELATIONSHIP:
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NAME:
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ATTACHMENT TO EXHIBIT A

NAMES OF AUTHORIZED USERS [Two Authorized Users per One Interment Right Purchased]

NAME :
RELATIONSHIP :

NAME :
RELATIONSHIP :

NAME :
RELATIONSHIP :

NAME :
RELATIONSHIP :

NAME :
RELATIONSHIP :

NAME :
RELATIONSHIP :

NAME :
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NAME :
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NAME :
RELATIONSHIP :



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EXHIBIT B

PAYMENT OPTIONS

Select One Payment Option

a. Pay in full:

- i. First priority on lot selection
- ii. \$100 credit on full price
- iii. Total cost per lot - \$8,400 due at contract signing
- iv. Amount Paid: _____ Date Paid: _____
- v. Received By: _____

b. Pay in one (1) year:

- i. Second priority on lot selection
- ii. \$1000 Reservation/lot amount due on contract signing
- iii. 12 Monthly payments of \$670/month/lot
- iv. Total cost per lot - \$9,040
- v. Reservation Amount Paid: _____ Date Paid: _____
- vi. Received By: _____

c. Pay in two (2) years:

- i. Second priority on lot selection
- ii. \$1000 Reservation/lot amount due on contract signing
- iii. 24 Monthly payments of \$345/month/lot
- iv. Total cost per lot - \$9,280
- v. Reservation Amount Paid: _____ Date Paid: _____
- vi. Received By: _____

d. Pay in three (3) years:

- i. Second priority on lot selection
- ii. \$1000 Reservation/lot amount due on contract signing
- iii. 36 Monthly payments of \$235/month/lot
- iv. Total cost per lot - \$9,460
- v. Reservation Amount Paid: _____ Date Paid: _____
- vi. Received By: _____

e. Pay in four (4) years:

- i. Second priority on lot selection
- ii. \$1000 Reservation/lot amount due on contract signing
- iii. 48 Monthly payments of \$182/month/lot
- iv. Total cost per lot - \$9,736
- v. Reservation Amount Paid: _____ Date Paid: _____
- vi. Received By: _____