



CONTRACT

Upstate Marble
 104 South Main Street, Suite 800
 Greenville, South Carolina 29601
 Phone: 864-203-6204
 Website: www.upstatemarble.com
 Email: support@upstatemarble.com

Date: _____ 20__

Purchaser: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

I, or We, do hereby purchase or order from **Upstate Marble** a memorial of the size and material as follows:

Design Number:	_____
Sizes:	_____
Die:	_____
Base:	_____
Marker:	_____
Slab:	_____
Other:	_____
Cemetery:	_____
Delivery Date:	_____

PAYMENT SCHEDULE

Description	Amount (\$)
Purchase Price	_____
Sales Tax	_____
Setting Fee	_____
Total Contract Price	_____

Amount Paid (Deposit – 50%)	_____
Balance Due (Prior to Installation)	_____

PAYMENT TERMS

Purchaser shall pay a non-refundable deposit equal to fifty percent (50%) of the total contract price at the time of this order. The remaining balance, including sales tax and any required setting fee, shall be paid in full prior to delivery or installation of the memorial. Work will not be completed, and the memorial will not be installed, until payment has been received in full.

SETTING FEE

A separate setting fee will be charged for placement and installation of the memorial at the cemetery. This fee must be paid in full before installation is scheduled. The amount of the setting fee will be provided at the time of order and included in the purchaser's invoice.

INSCRIPTION

It is agreed that the information set out above as to the inscription is correct. The addition of further dates or information not included in the selling price herein will be charged separately. If any changes are requested after the inscription has been approved, a change fee will apply, and additional costs may be charged depending on the nature of the revision.

DEFAULT

If Purchaser fails to pay the balance when due, Purchaser shall be in default. In such case, Upstate Marble may suspend all work and delivery, retain deposits as liquidated damages, recover the unpaid balance through collection including reasonable attorney's fees and court costs, and remove or repossess the memorial if installed, as title shall remain with Upstate Marble until the purchase price is paid in full.

CEMETERY APPROVAL

Purchaser is responsible for ensuring that the memorial's design, size, and inscription comply with cemetery rules and regulations. Upstate Marble shall not be liable for costs, delays, or modifications required by cemetery authorities.

DELAYS

This order is subject to delays caused by supplier shortages, breakdowns, fire, weather, strikes, or other conditions beyond our control.

WARRANTY

The memorials are guaranteed by Upstate Marble to be of lasting quality and superior workmanship.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, and any disputes arising under this contract shall be subject to the exclusive jurisdiction of the courts of South Carolina.

SIGNATURES

Witness our hands and seals, this _____ day of _____, 20____

Upstate Marble

By: _____

Purchaser(s):
