306.25 CANCELLATION AND TERMINATION OF CONTRACTS FOR PURCHASE OF LOTS BY CERTAIN ASSOCIATIONS; REFUNDS.

When a cemetery association organized under state law agrees to convey to a person the right of burial upon any platted lot or designated piece of ground or in an entombment or inurnment space in a mausoleum within the cemetery, by which contract the association reserves the right to terminate the contract in case of default by the purchaser, and to forfeit the payments made as liquidated damages, it may do so by serving upon the purchaser, a personal representative, or assigns, the notice provided in section 559.21. The notice must specify the conditions defaulted upon, and state that the contract will terminate 30 days after the service of the notice, unless before the expiration of that time the purchaser complies with the conditions and pays the costs of service. If the contract allows it, the notice may be served upon the purchaser by certified mail with return receipt requested by depositing the notice in the post office, with the postage prepaid, and addressed to the purchaser at the address given in the contract or as later changed by written notice to the association. If the notice of default is served by mail, the 30-day period provided in this section begins to run on the date the notice is deposited in the post office.

If a burial has been made on the platted lot or designated piece of ground, or in an entombment or inurnment space in a mausoleum sold under the previously mentioned contract, the contract may be terminated only as to the part of the premises or entombment or inurnment space not actually occupied by the burial or by an entombment or inurnment.

Laws 1943, chapter 216, does not apply to contracts existing prior to its passage.

History: *(7579-1) 1927 c 196 s 1; 1943 c 216 s 1,2; 1978 c 674 s 60; 1986 c 444; 1988 c 469 art 5 s 1*