

# Cemetery Rules and Regulations

## Effective February, 2026



Cheatham Hill  
Memorial Park

1861 Dallas Highway, Marietta  
**(770) 424-1111**



Eastlawn  
Memorial Park

640 McGarity Rd, McDonough  
**(770) 957-8330**



Holly Hill  
Memorial Park

359 SW Broad Street, Fairburn  
**770-964-7833**

**[SouthernCremations.com](http://SouthernCremations.com)**

## TABLE OF CONTENTS

1.	PURPOSE .....	5
1.1.	Exceptions and Waivers.....	5
1.2.	Modifications and Amendments .....	5
1.3.	Sacred Grounds .....	5
2.	DEFINITIONS.....	5
3.	INTERMENT RIGHTS.....	7
3.1.	Use .....	7
3.2.	Permission to Inter and Proof of Ownership .....	7
3.3.	Not Responsible for Identity.....	7
3.4.	Rights .....	7
3.5.	Warranty and Liability of Person Signing Interment Authorization .....	8
3.6.	Size Restrictions .....	8
3.7.	Recording .....	8
3.8.	Ownership.....	8
3.9.	Sale or Transfer .....	8
3.10.	Additional Interment Rights .....	9
3.11.	Transfer on Death.....	9
3.12.	Designation .....	9
3.13.	Absence of Written Instructions.....	9
3.14.	Right to Refuse .....	9
3.15.	Agreements.....	9
3.16.	Exchanges of Interment Rights .....	9
3.17.	Payment Delinquency, Contract Status, and Price Adjustment Policy .....	9
3.18.	Removal .....	10
3.19.	Purchase Agreement .....	10
3.20.	Reclamation .....	10
3.21.	Infants .....	10
4.	INTERMENT REGULATIONS.....	10
4.1.	Embalming .....	10
4.2.	Funeral .....	10
4.3.	Casket Not To Be Disturbed.....	10
4.4.	Charges and Fees.....	10
4.5.	Committal Services.....	10
4.6.	Advanced Notice .....	10
4.7.	Postponing/Rescheduling Services .....	10
4.8.	Written Authorization .....	11
4.9.	Permit Required .....	11
4.10.	Disinterment .....	11
4.11.	Interment and Disinterment.....	11
4.12.	Multiple Interments .....	11
4.13.	Temporary Interment.....	11
4.14.	Scattering Remains/Ossuary .....	11
4.15.	Delay Internment .....	11
4.16.	Interments/Inurnments on Sundays and Holidays .....	12
5.	SUPERVISION OF CEMETERY.....	12
5.1.	Use .....	12
5.2.	Loss or Damage .....	12
5.3.	Locating Services and Identification of Human Remains .....	12

5.4.	Safety of Attendees.....	12
5.5.	Right to Correct Errors.....	12
5.6.	Boundaries.....	12
5.7.	Work Performed within Cemetery.....	13
5.8.	Landscaping.....	13
6.	<b>GENERAL REGULATIONS.....</b>	<b>13</b>
6.1.	Pets.....	13
6.2.	Drugs, Alcohol, and Weapons.....	13
6.3.	Photography/Video.....	13
6.4.	Ornamentation/Decorations.....	13
6.5.	Landscaping.....	13
6.6.	Decorations.....	13
6.7.	Floral Decorations.....	14
6.8.	Additional Decorations for Holidays.....	14
6.9.	Entrances.....	14
6.10.	Hours of Operation.....	14
6.11.	Notice and Copies.....	14
6.12.	Speed/Traffic Rules.....	14
6.13.	Clean-up Procedures.....	14
6.14.	Language.....	14
6.15.	Outdoor Activities.....	14
6.16.	Ingress/Egress.....	15
6.17.	Cemetery Designations.....	15
6.18.	Cemetery Employees.....	15
6.19.	Cemetery Grounds.....	15
6.20.	Advertising and promotion.....	15
7.	<b>OUTER BURIAL CONTAINERS, MEMORIALS, BENCHES, FOUNDATIONS &amp; INSTALLATION.....</b>	<b>15</b>
7.1.	Use.....	15
7.2.	Burial Containers.....	15
7.3.	Removal Without Consent.....	15
7.4.	Charges and Fees.....	15
7.5.	Removal of Unauthorized Outer Burial Container, Memorial.....	16
7.6.	Right to Correct Errors.....	16
7.7.	Defective Workmanship.....	16
7.8.	Designation of Cemetery.....	16
7.9.	Memorial Benches.....	16
7.10.	Memorials.....	16
7.11.	Offensive or Improper Memorial or Structures.....	16
7.12.	Repair or Removal.....	16
7.13.	Outer Burial Container.....	16
7.14.	Fees.....	16
7.15.	Installation Requirements.....	17
7.16.	Description.....	17
7.17.	Right to Stop Work.....	17
7.18.	Inspection by Cemetery.....	17
7.19.	Damage/Theft.....	17
7.20.	Contractors.....	17
7.21.	Prohibition of outside Mausoleums and Construction.....	18
8.	<b>CARE AND MAINTENANCE.....</b>	<b>18</b>
8.1.	Use.....	18
8.2.	Improvements.....	18

8.3.	Outside Landscaping Contractor.....	18
8.4.	Memorial Care & Maintenance Care .....	18
8.5.	Expenditures .....	18
8.6.	Income .....	18
9.	MAUSOLEUM RIGHTS.....	19
9.1.	Mausoleum Rights.....	19
9.2.	Decorations .....	19
9.3.	Ordering Memorials .....	19
9.4.	One Family Name Permitted .....	19
9.5.	Pictures .....	19
9.6.	Temporary Marker .....	19
9.7.	Inspection Fee .....	19
9.8.	Companion Memorial.....	19
9.9.	Weather .....	19
9.10.	Memorials .....	19
9.11.	Tents .....	19

## 1. PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the Cemetery and Owners create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment Rights, visitors and persons performing work within the Cemetery shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the Cemetery from time to time.

### 1.1. Exceptions and Waivers

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Exception and/or waiver granted by cemetery is on a case by case basis. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

### 1.2. Modifications and Amendments

The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon at the Cemetery office.

### 1.3. Sacred Grounds

The Cemetery grounds are sacredly devoted to the burial of only the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations. Cremated remains of pets may be placed inside the casket of a deceased, inside an interred urn vault of deceased or inside a niche of deceased provided in an approved suitable container.

## 2. DEFINITIONS

1. **Additional Interment Rights** - means any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed. The cemetery, at its discretion, can charge a fee for additional interment rights.
2. **Arrangement Conference** - means a meeting, either at-need or pre-need, between the cemetery and an individual or family during which funeral and cemetery merchandise and services are discussed and the cemetery records information regarding that person or family.
3. **Arrangement Conference Recording Fee** - means a one-time fee charged in conjunction with an arrangement conference to record and enter information regarding a new owner and their family in the cemetery's database and other records.
4. **At-need** - means at the time of, or immediately following, death.
5. **Beneficiary** - means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy. It may also include individuals who have rights to an existing non-fulfilled contract as specified by State law.
6. **Care and Maintenance Trust Fund aka Endowment Care Fund/ Perpetual Care Fund** - means the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
7. **Cash Advance Items** - shall mean any item of merchandise or service paid by the cemetery on behalf of the purchaser that is to be purchased by the cemetery at prices existing at the time of the cemetery's at-need purchase, including but not limited to flowers, obituary notices, gratuities and the cost of death certificates.
8. **Cemetery** - shall mean the Cemetery named on the cover page of these Rules and Regulations, including without limitation: a) all land dedicated, reserved or used for interment purposes, b) all structures dedicated, reserved or used for entombment purposes, c) all land and structures dedicated, reserved or used for inurnment purposes, d) all vegetation therein, e) memorials, monuments and works of art therein, f) all roadways, walkways, crematoria and other structures of every kind therein, g) all equipment and facilities incident to the operation of the cemetery, h) all public rights of way.
9. **Certificate of Interment Rights** - shall mean the documents by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
10. **Columbarium** means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.
11. **Commingling** - means the mixing of cremated remains of more than one person.
12. **Contractor** - means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

13. **Cremated Remains** - means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.
14. **Cremation** - means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. Cremation is a process and is not a method of final disposition.
15. **Crypt** - means a space in a public or private mausoleum of sufficient size used, or intended to be used, entomb human remains.
16. **Disinterment** - means the act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere. Subject to any approvals and/permits required per state statute and approval from the Owner and Next of Kin.
17. **Encased or Encasement** - means the placement of human remains in a rigid container, including but not limited to a casket or urn.
18. **Entombment** - means the placement of human remains in a crypt.
19. **Final Disposition** - Interment, entombment, inurnment, or scattering means the lawful disposal of human remains whether by interment or scattering.
20. **Garden** - means an area within the cemetery established by the cemetery as a subdivision for organizational purposes, which is the largest of the various subdivisions.
21. **Grave** - means a space of ground in the Cemetery used, or intended to be used, for the interment of only human remains.
22. **Guaranteed Price Prepaid Contract** - means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, without any further payment in the future. Provided, however, that the price of cash advance items is never guaranteed and the amount paid merely serves as a deposit to be applied against the at-need cost of the item.
23. **Human Remains** - means the body of a deceased human being in any stage of decomposition and includes cremated remains.
24. **Interment** - The lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.
25. **Interment Right** - means the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein; unless specified in writing, the person owning the right of interment shall also have the right to memorialization, and other rights that may run with the interment right.
26. **Interment Services** - refers to the opening and closing of a particular interment space.
27. **Interment Space** - refers to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.
28. **Inurnment** - means placement of cremated remains into a niche, grave, crypt, or other designated place in the cemetery.
29. **Lawn Crypt** - means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod.
30. **Lot** - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a garden for organizational purposes.
31. **Mausoleum** - means a chamber, structure or building used, or to be used, for entombment of human remains.
32. **Memorial** - means (a) a monument, tombstone, grave marker, table, bench or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.
33. **Memorial Care** - means any care provided or to be provided for the general maintenance of memorials, including but not limited to refinishing, resetting, straightening, or replacing damaged memorials. The cemetery may, at its discretion, charge a fee for future memorial/monument care.
34. **Memorial Services** - means the services provided by the cemetery as part of a funeral where either the body is not present or cremated remains are present.
35. **Merchandise** - means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.
36. **Niche** - means a space used, or intended to be used, for inurnment of cremated human remains.
37. **Next of Kin (NOK)** - The person legally responsible as designated by State Law.
38. **Ossuary** – Final resting place for cremated remains, comingled with other cremated remains.

39. **Outer Burial Container** - means a rigid outer container used to surround a casket or a cremated remains container, uphold and support the upper layer of soil from impact loads, and shall include the products commonly known as vaults and grave liners.
40. **Owner** - refers to the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.
41. **Plot** - means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or one or more adjoining niches.
42. **Pre-need** - means prior to the beneficiary's death.
43. **Purchase Agreement** - means the written agreement between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights and related services and merchandise in the Cemetery.
44. **Scattering** - means the permanent final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground.
45. **Section** - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a lot for organizational purposes.
46. **Urn** - means a receptacle in which cremated remains are placed for final disposition.

### 3. INTERMENT RIGHTS

#### 3.1. Use

Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.

#### 3.2. Permission to Inter and Proof of Ownership

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s).

The Cemetery shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

- a) Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
- b) When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorialization's, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.
- c) If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

#### 3.3. Not Responsible for Identity

The Cemetery shall not be liable for the identity of the person sought to be interred, entombed or inurned, and shall rely upon the representation made by the Owner and Next of Kin.

#### 3.4. Rights

A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of Interment Right. Every Interment Right shall be subject to **(a)** all applicable laws and governmental regulations; **(b)** the Articles of Incorporation and other documents establishing the Cemetery; and **(c)** all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall

bind the Cemetery. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.

### **3.5. Warranty and Liability of Person Signing Interment Authorization**

Pursuant to State Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization, the identity of the person for whose remains interment, entombment or inurnment sought and the individual's authority to order final disposition. Moreover, the individual signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.

### **3.6. Size Restrictions**

The capacity of each interment, entombment and inurnment right may vary from area to area. Please inquire at cemetery office about the exact dimensions of the interment, entombment, or inurnment right you have purchased.

### **3.7. Recording**

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any/all applicable transfer fees are paid. Only the original owner of interment rights has the right to transfer ownership. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights.

### **3.8. Ownership**

The person named in the Certificate of Interment Rights issued and recorded will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended.

- a) All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.
- b) Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- c) If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and disinterment.

### **3.9. Sale or Transfer**

The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer shall first be approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to affect any sale or transfer of Interment Rights.

- d) Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended.
- e) The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.
- f) Repurchase. It is not the policy of the Cemetery to repurchase Burial Rights. The Cemetery will render assistance to owners of Burial Rights when a new owner has been obtained by transferring ownership accordingly. The Cemetery will provide the transfer deed to consummate the sale for a nominal fee. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.

### **3.10. Additional Interment Rights**

For any additional interment rights, whether in existence at the time of the original contract or added at a later time, all sale or transfer rules and regulations must be followed; Cemetery limits additional interment rights to family of the original property owner, including family by marriage. An additional interment right must be approved by original owner or NOK and cemetery reserves the right to limit the number of second rights

### **3.11. Transfer on Death**

Upon the death of a joint tenant, title to Interment Rights held in joined tenancy immediately vests in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant and State Law.

### **3.12. Designation**

When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorialization's, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.

### **3.13. Absence of Written Instructions**

In the absence of specific written instruction by the owner of interment, entombment or inurnment rights, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner's designated representatives the Cemetery may inter the remains of any person entitled to interment therein, in any one of the unused spaces therein, so as not to delay the funeral; and the Cemetery, its agents and employees shall not be liable in any way.

### **3.14. Right to Refuse**

The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full. Cemetery also reserves the right to refuse to transfer or allow the use of an interment right if such transfer or interment would violate the basic rules and regulations of the Cemetery.

### **3.15. Agreements**

All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

### **3.16. Exchanges of Interment Rights**

The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

### **3.17. Payment Delinquency, Contract Status, and Price Adjustment Policy**

To help ensure fairness, clarity, and the long-term care, the Cemetery applies the following policy to installment-based contracts:

- a) If scheduled payments are not received for a period of six (6) months, the contract will be considered delinquent.
- b) After this six-month period, the Cemetery may, at its discretion and as allowed by law, cancel the contract. If the contract is cancelled due to non-payment, amounts previously paid will be retained to cover administrative costs and ongoing cemetery obligations, and no refunds will be issued.
- c) In some cases, and at the sole discretion of the Cemetery, a purchaser may be permitted to resume payments if the contract has not been cancelled. This option is intended to provide flexibility while ensuring equitable treatment of all purchasers.
- d) If payments are resumed after a period of delinquency, the original contract price will be adjusted to reflect the passage of time and increased operating costs.
- e) The adjustment shall be three percent (3%) per year, or fraction thereof, calculated on the full original contract amount, not solely on the remaining balance, measured from the date on which the contract should have been paid in full under the original terms.
- f) Any acceptance of late or partial payments shall not be interpreted as a permanent waiver of this policy or of the Cemetery rights under the contract or applicable law.

### **3.18. Removal**

Removal of interred, entombed or inurned remains by heirs. Owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights, is prohibited.

### **3.19. Purchase Agreement**

Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purpose of speculation. The demand for, or receipt of, any compensation by an Owner for allowing interment in an interment space with respect to which the Owner owns Interment Rights is prohibited.

The Cemetery shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular section there, to persons of a particular race, religion or national origin, if the Cemetery's management, in its sole discretion, believes in good faith upon advise of legal counsel that such restriction is contrary to applicable law.

### **3.20. Reclamation**

The Cemetery reserves the right, pursuant to notifications and procedures to reclaim unused and inactive burial rights, subject to any State Law. Reclamation will occur if any interment space remains unused and unclaimed for 99 years.

### **3.21. Infants**

Every infant interment shall be made in a pre-approved outer burial container. The Cemetery reserves the right to permit exceptions to this policy where the burial is to take place in specially designated sections for infant burials.

## **4. INTERMENT REGULATIONS**

### **4.1. Embalming**

Human Remains Entombed in an above-ground Crypt must be embalmed or cremated, provided, however, that the Cemetery may, in its discretion, decide to allow Entombments of unembalmed Human Remains if a casket is used and the casket is placed in an outside container acceptable to the Cemetery that is designed and constructed to resist the leakage of body fluids and that addresses other similar concerns. The cost of these containers is the responsibility of the person arranging for the Entombment. In talking about an unembalmed body; prior written approval must be granted by a cemetery representative before such burial take place.

### **4.2. Funeral**

All funerals, on reaching the cemetery, shall be under the supervision of the Cemetery Management.

### **4.3. Casket Not To Be Disturbed**

Once a casket containing a body is within the confines of the Cemetery, only a licensed Funeral Director shall be permitted to open the casket with the consent of a member of the family of the deceased and the cemetery.

### **4.4. Charges and Fees**

All Cemetery charges and fees for interment services, Interment Rights and care and maintenance must be paid in full before an interment is made in a particular interment space within the Cemetery. All disinterment fees due disinterment must also be paid in advance.

### **4.5. Committal Services**

Funeral visitations will not be permitted at committal services conducted either at the Cemetery chapel or graveside unless specific permission for same has been granted by the Cemetery.

### **4.6. Advanced Notice**

The Cemetery must be provided with such advance notice, with a minimum of 48 hours before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.

### **4.7. Postponing/Rescheduling Services**

The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other

conditions beyond the control of the Cemetery (including, but not limited to, work stoppage, work slowdown, strike by labor union, or Government imposed restrictions).

#### **4.8. Written Authorization**

Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions where co-ownership is involved) and the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public or, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

#### **4.9. Permit Required**

Permits issued by the proper legal authority authorizing interment, entombment or inurnment must be delivered to the cemetery prior to final disposition of remains and will remain as permanent record within the Cemetery.

#### **4.10. Disinterment**

As a condition for performing any disinterment, the Cemetery requires written authorization signed by the Owner and/or the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. Cemetery may also require additional documentation including a court order. All dis-interments must be conducted in accordance with state and local law.

The Cemetery shall exercise due care in making dis-interments, but shall assume no liability for damage to the body, casket, outer burial container, or urn in making a disinterment in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.

#### **4.11. Interment and Disinterment**

All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel or authorized agents of the Cemetery.

The Cemetery may require that all persons attending an interment or dis-interment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment or dis-interment process.

#### **4.12. Multiple Interments**

No more than one human remains shall be interred in one interment space or niche, unless specifically authorized in writing by the Owner and/or next-of-kin or their respective authorized representative(s) and the Cemetery. In the event the Cemetery elects to allow the interment of more than one human remains in a particular interment space, the Cemetery shall charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided. This is distinguished from Additional Interment Rights which allow additional interments in a property, not in one space. No more than 2 remains may be interred in any space or niche.

#### **4.13. Temporary Interment**

If no provision has been made for an interment space for a particular deceased received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, niche or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management. The Cemetery reserves the right to charge a fee for such temporary interment.

#### **4.14. Scattering Remains/Ossuary**

The scattering of cremated remains on Cemetery Grounds is not permitted. Cremated remains may be placed in the Cemetery's Ossuary and may also be interred in a Cemetery-designated area approved for burial of cremated remains without an urn, subject to the written approval of the Cemetery, payment of all applicable Cemetery fees, and compliance with all applicable laws. Any unauthorized remains discovered on Cemetery property will be collected and disposed of.

#### **4.15. Delay Internment**

The Cemetery shall not be liable for any delay in interment (i) where a protest to the interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protest must be in writing and filed in the Cemetery office.

#### **4.16. Interments/Inurnments on Sundays and Holidays**

Interments/Inurnments on Sunday's and Holidays are subject to an additional service fee. Internments/Inurnments shall not be conducted at the Cemetery on the following holidays: New Year's Day, before noon the day following New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, before noon the Friday following Thanksgiving Day, Christmas Eve before noon, Christmas Day, and before noon the day following Christmas Day. The Cemetery reserves the right to change the schedule of interments/inurnments at any time without notice.

### **5. SUPERVISION OF CEMETERY**

#### **5.1. Use**

The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

#### **5.2. Loss or Damage**

The Cemetery shall take reasonable precautions to protect against loss or damage to property, including monuments, markers, and personal property left with the Cemetery, or rights within the Cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitations, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect.

#### **5.3. Locating Services and Identification of Human Remains**

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery shall not be responsible for any acts based upon the representations made by any party designated to provide the location of the interment space.

The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

#### **5.4. Safety of Attendees**

The Cemetery may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by the Cemetery, from the Interment Space during the Interment or Disinterment process.

#### **5.5. Right to Correct Errors**

The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. In the event such error shall involve the Interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

#### **5.6. Boundaries**

The Cemetery reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.

## 5.7. Work Performed within Cemetery

No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity. All authorized contracted workers must have proof of insurance filed with the cemetery before work occurs.

## 5.8. Landscaping

Interment owners hold no right to remove trees, shrub, or other landscape. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant. The Cemetery also reserves the right to move/adjust any marker or interment based on the interference or growth of shrub, plant, tree, or roots.

## 6. GENERAL REGULATIONS

### 6.1. Pets

Pets must be on a leash, under control of the owner, to be on Cemetery grounds; Owner of the pet is responsible for any damage and must clean up after their pets.

### 6.2. Drugs, Alcohol, and Weapons

The possession or consumption of illegal drugs, alcoholic beverages within the Cemetery is strictly forbidden. No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service, and upon prior approval of the Cemetery.

### 6.3. Photography/Video

Photography for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted only with the express permission of the person authorizing the burial, and such permission should be made known to the Cemetery office in advance of the burial. Photography for commercial use is prohibited, except with the written permission of the Executive Director. Requests should be submitted to the Cemetery office.

### 6.4. Ornamentation/Decorations

No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, or any other unsightly objects or objects that can break causing safety concerns or that could impede the Cemetery's ability to mow or trim grass will not be permitted and these items may be removed by Cemetery personnel without notice. Except as otherwise specifically approved by the Cemetery, benches are not allowed unless they are approved by cemetery management or are in a designated bench right location.

The indiscriminate use of these types of objects detracts from the general appearance of the Cemetery and makes care of the grounds very difficult. Certain areas of the Cemetery may have plans and formats which come first in making decisions regarding decorations.

### 6.5. Landscaping

No trees, shrubs or other plants may be planted by anyone other than the Cemetery, except with express written permission of the Cemetery. In the event any such planting is allowed, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of the Cemetery, it should become unsightly.

No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

Visitors and owners may not hire Cemetery employees nor pay them any monies to perform any services.

### 6.6. Decorations

No boxes, shells, toys, glassware, sprinkling cans, receptacles, or similar decorative items (other than items such as vases, candles, meeting the Cemetery's specifications which have been place with the Cemetery's permission) will be permitted to

be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items without any notice either on a scheduled Clean-Up date or any other time.

The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.

No memorial benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery.

Cemetery is not responsible for any items left behind at Cemetery.

### **6.7. Floral Decorations**

All floral decorations, whether natural or artificial, shall be limited to placement in vases integral to the memorial or base, or in the vase of monuments. Floral arrangements are limited to those arrangements confined to upright/bench granite or bronze vases integral to the monument/bench. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies.

### **6.8. Additional Decorations for Holidays**

Additional decorations will be allowed immediately prior to certain holidays (including Memorial Day and Veteran's Day, where United States' flags may be placed on veteran's Interment Spaces to observe Memorial Day and Veteran's Day). The Cemetery will post dates when additional decorations may be placed, and time frame for removal.

### **6.9. Entrances**

No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.

### **6.10. Hours of Operation**

Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management will be considered a trespasser.

Any person entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly representative of the Cemetery.

### **6.11. Notice and Copies**

A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office. Owners are entitled to one set, and any amendments, without charge. Copies will be made available to interested persons, and Cemetery reserves right to charge for copies at a reasonable cost.

### **6.12. Speed/Traffic Rules**

Automobiles shall not be driven through the grounds in excess of a safe speed, and shall always be driven on the right side of the Cemetery roadways.

Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave, unless in connection with a graveside service.

### **6.13. Clean-up Procedures**

It is the Cemetery's policy to publish a public notice, as a reminder, before the Cemetery conducts seasonal clean up and removal of flowers and decorations. However, the notice is a courtesy and not required, and these provisions shall govern.

At certain periods during the year, all flowers and other decorations must be removed from Interment Spaces. Decorations will be picked up by Cemetery staff two times per year, but Cemetery reserves the right to announce additional clean up dates.

### **6.14. Language**

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

### **6.15. Outdoor Activities**

Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.

## **6.16. Ingress/Egress**

The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial in any way deface the grounds of the Cemetery.

## **6.17. Cemetery Designations**

The Cemetery may, in its sole discretion, designate certain portions and sections of the Cemetery to be used for the placement of private mausoleums, family mausoleums, Exclusive Estates mausoleums, estate benches, cremations benches or memorial benches. In the event of such designation, no other area of the Cemetery may be used for placement of these mausoleums or benches without the express written permission of the General Manager of the Cemetery. All mausoleums or benches shall be placed as prescribed by the Cemetery to conform to the general plan of the Cemetery and in accordance with specifications on file in the office of the Cemetery.

## **6.18. Cemetery Employees**

Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.

## **6.19. Cemetery Grounds**

The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations.

## **6.20. Advertising and promotion**

No third-party provider, vendor, contractor, or funeral home shall display or place any advertising, logos, trademarks, brand names, or promotional materials within the Cemetery grounds. This includes, without limitation, advertising or branding on tents, canopies, chairs, equipment, signage, vehicles, or any items brought onto Cemetery property for services or interments. The Cemetery may require that all such items be free of visible advertising while on Cemetery property and may remove any materials that violate this rule. This policy is intended to preserve the dignity, order, and uniform appearance of the Cemetery.

# **7. OUTER BURIAL CONTAINERS, MEMORIALS, BENCHES, FOUNDATIONS & INSTALLATION**

## **7.1. Use**

In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers, memorials and foundations which are placed in the Cemetery. Outer Burial Containers are required by the cemetery for all ground interments and inurnments.

## **7.2. Burial Containers**

The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are files in the office of the Cemetery and will be furnished upon request. All outer burial containers, memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any outer burial container; memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

## **7.3. Removal Without Consent**

No outer burial container, memorial or foundation shall be placed on or removed from the Cemetery without prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or the respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping.

## **7.4. Charges and Fees**

All Cemetery charges and fee for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before memorial or foundation may be placed on any interment space within the Cemetery. Any such fees are current and available at the Cemetery Office. All fees for the installation of memorials/monuments will be the same regardless where the memorial/monument was purchased.

### **7.5. Removal of Unauthorized Outer Burial Container, Memorial**

In the event an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object.

### **7.6. Right to Correct Errors**

The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of an outer burial container, memorial, foundation, conveyance of Interment Right or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including any incorrect name or date either on the memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than obligation to correct it.

### **7.7. Defective Workmanship**

The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in the connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery shall not be responsible for any defects in material or defect in workmanship, errors or omissions, relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.

### **7.8. Designation of Cemetery**

Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.

### **7.9. Memorial Benches**

The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery reserves the right to remove any bench which does not comply with this section.

### **7.10. Memorials**

Only one memorial may be placed on any one interment space. Any memorial may be placed to acknowledge up to two interment spaces must have the express written permission of an authorized representative of the Cemetery, as well as the Interment Right Owner and/or next of kin. Memorials must be of materials accepted by the cemetery listed as Upright Granite, Granite Benches, Bronze on granite (Not less than 87% copper, 5% Tin, 2.5% Lead, 5% Zinc, all elements not to exceed 1%.) or OM Granite Stone Art.

### **7.11. Offensive or Improper Memorial or Structures**

If any memorial, niche, structure, or any inscription to be placed in/on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.

### **7.12. Repair or Removal**

Should any memorial, monument, mausoleum become unsightly, dilapidated, a nuisance, or safety, the Cemetery shall have the right to repair it or, at its option, to remove and replace same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Right. The opening of a niche, crypt, mausoleum, columbarium, in order to do repair or maintenance work does not constitute disinterment, and as such the Cemetery does not need permission to proceed with any such repair or maintenance.

### **7.13. Outer Burial Container**

All ground interments and inurnments made within the Cemetery shall require an outer burial container meeting general industry standards and manufactured of Concrete, Metal, or Polypropylene or similar suitable materials.

### **7.14. Fees**

All applicable Cemetery fees relating to outer burial containers, memorials, foundations, other embellishments within the Cemetery, and installation must be paid prior to installation in the Cemetery unless the Cemetery has specifically agreed otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

### **7.15. Installation Requirements**

The Cemetery has established installation requirements for the installation of outer burial containers, memorials and foundations and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.

### **7.16. Description**

There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying material, size inscription, name of manufacturer and style number prior to receiving authorization to place any outer burial container, memorial or foundation within the Cemetery. If an outer burial container, memorial or foundation is a standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.

### **7.17. Right to Stop Work**

The Cemetery reserves the right to stop all work of any nature, whenever in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed to the Cemetery's specifications and installation requirements.

### **7.18. Inspection by Cemetery**

The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

### **7.19. Damage/Theft**

The Cemetery shall not be responsible for any damage to outer burial containers, memorials or foundations which also includes vandalism or loss from theft.

### **7.20. Contractors**

Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Cemetery an indemnification agreement in the form prepared by the Cemetery which is available in the office of the Cemetery. Contractor(s) shall also obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following:

- a) WORKERS COMPENSATION INSURANCE;
- b) AUTOMOBILE LIABILITY INSURANCE covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage;
- c) COMPREHENSIVE GENERAL LIABILITY INSURANCE covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage.
- d) EMPLOYERS LIABILITY - \$500,000
- e) CEMETERY COMPLIANCE BOND in the amount of \$1,000 guaranteeing that work performed by the contractor is in accordance with the Cemetery's Rules and Regulations.

Such Insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance for any cancellations or material changes of said Insurance coverage or Bond.

The cemetery may waive any or all of the foregoing Insurance and bonding requirements upon satisfactory proof, to the satisfaction of the Cemetery, of the contractor's financial responsibility.

The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractor(s). An inspection fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

## **7.21. Prohibition of outside Mausoleums and Construction**

No mausoleum, crypt, columbarium, structure, or other permanent improvement may be constructed, installed, or placed on Cemetery property by any outside vendor, contractor, or third party. All mausoleums and related structures must be purchased from and constructed by the Cemetery or by contractors directly engaged and approved by the Cemetery.

This restriction applies to all private, family, or individual mausoleums and includes, without limitation, footings, foundations, walls, roofs, utility connections, drainage systems, and any associated construction activity.

The Cemetery reserves the exclusive right to design, construct, approve, and maintain all permanent structures within its grounds.

## **8. CARE AND MAINTENANCE**

### **8.1. Use**

The purchase price of all Interment Rights sold and to be sold in the Cemetery, is subject to an additional charge to be deposited into the Care and Maintenance Trust Fund (aka Perpetual Care/Endowment Care), which amounts are held in trust and invested in accordance with the laws of the state in which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Care and Maintenance Trust Fund, the Cemetery grounds will be maintained and preserved including cutting grass and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interest persons.

### **8.2. Improvements**

The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care and Maintenance Trust Fund Agreement. This Trust Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

### **8.3. Outside Landscaping Contractor**

All care and maintenance performed within the Cemetery (including, but not limited do, all landscaping, grading or improvement of any kind) shall be performed by the employee of the Cemetery under the direction of the Cemetery, or someone contracted directly by the Cemetery.

### **8.4. Memorial Care & Maintenance Care**

Maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures or other property when the damage is cause by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.

### **8.5. Expenditures**

Expenditures for care and maintenance shall be limited to the income received from the investment of the Care and Maintenance Trust fund, anything herein stated to the contrary notwithstanding. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.

### **8.6. Income**

The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment or an investment counsel to determine upon what property, for what purpose an in what manner, the income from said fund shall be expended, and it shall expend said income in such manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, any permitted by law, a portion of the income for attorney's fees and other costs necessary to preservation of the legal right of the Cemetery.

## **9. MAUSOLEUM RIGHTS**

### **9.1. Mausoleum Rights**

No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the Cemetery may, in its discretion, decide to allow entombments of un-embalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

### **9.2. Decorations**

Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases, however the use of live flowers and/or water in vases is prohibited. The use of decorations which are either placed on the floor, or freestanding easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such similar method, is strictly prohibited. Contact the cemetery for additional floral placement policies.

### **9.3. Ordering Memorials**

Always consult the Cemetery office before ordering memorials/monuments or benches to ensure that any ordered will meet the Cemetery's requirements

Only one Memorial may be placed on any one interment space.

### **9.4. One Family Name Permitted**

Not more than one Family name may be permitted on any Memorial unless previously authorized by the Cemetery in writing.

### **9.5. Pictures**

Always contact the cemetery in advance prior to ordering any type of photographic image on a memorial/monument. If allowed, the cemetery will require a release from all future liability on same.

### **9.6. Temporary Marker**

Always contact the cemetery prior to ordering any form of temporary Memorialization.

### **9.7. Inspection Fee**

An inspection and installation fee will be charged for every memorial/monument that is installed within the Cemetery grounds. This fee must be paid in full prior to the installation of said memorial/monument. The fee will be the same for all memorials/monuments regardless where purchased.

### **9.8. Companion Memorial**

Companion Memorial/monuments will not be allowed to cover the width of more than two side by side interment rights, unless permission is granted by the cemetery. No Memorial will be set during a graveside service in progress.

### **9.9. Weather**

The cemetery reserves the right to hold the committal service on a secure site close to the actual interment right when weather or soil conditions do not permit safety at the interment site.

### **9.10. Memorials**

The Cemetery will not be responsible for Memorials or Benches that are rejected for installation because they do not meet the required specifications.

All Memorials set will be level and in a straight line in accordance with the development of each garden.

Memorial Benches or other Monument type structures are only permitted in specifically designated areas of the Cemetery and must be authorized prior to installation. A bench rite must have been purchased from the cemetery and paid in full prior to installation. Benches are required to be made of granite and must have a base. Park style benches are not permitted. Permanent benches must be of similar type and style to those that are currently installed in the Cemetery. The Cemetery Management reserves the right to approve the style and type of bench to be installed in the Cemetery.

### **9.11. Tents**

The cemetery reserves the right to restrict tents being set or installed at the interment site for committal services when the weather will not permit safe use of a tent for this purpose.