



Healing Begins Here

CEMETERY RULES & REGULATIONS

Johnson County Memorial Gardens

Overland Park, KS

March 1, 2018

Five Things You Should Know About Your Cemetery Rules & Regulations

Rule #51 (v)

“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...”

Rule #96

“All floral decorations, whether natural or artificial, shall be subject to the Cemetery’s written policies concerning same as are posted or on file and available for inspection in the Cemetery’s office...”

Rule #97

“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.”

Rule #114

“Consult the Cemetery office before ordering memorials, benches or other monument type structure to ensure that any ordered will meet the cemetery’s requirements.”

Rule #143

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

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.

Outside Landscaping Contractor

148. All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery.

- (i) The Cemetery may permit an outside landscaping contractor to perform landscaping services for an Owner, provided such contractor and such work comply with the requirements and specifications on file in the Cemetery’s office, and provided such work is authorized in writing by the Cemetery. Any such contractor shall also be required to comply with the requirements outlined in the section titled “Contractors” of these Rules and Regulations.

Memorial Care and Maintenance

149. Care and maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor the repair or replacement of buildings, structures or other property when the damage is caused 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.

Expenditures

150. 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.

Income

151. 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 counsel to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a 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, and permitted by law, a portion of the income for attorneys’ fees and other costs necessary to the preservation of the legal rights of the Cemetery.

in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).

- (iv) Cemetery Compliance Bond in the amount of at least \$1,000 guaranteeing that work performed by contractor is in accordance with the Cemetery's Rules and Regulations.
- (v) Employer's liability insurance in the amount of \$1,000,000.
- (vi) Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond.

144. 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.

145. The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractors. 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.

CARE AND MAINTENANCE

Use

146. If applicable, a portion of the purchase price of all Interment Rights sold and to be sold in the Cemetery will be deposited into the Care and Maintenance Trust Fund (aka "Perpetual Care" or "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 of 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 interested persons.

Improvements

147. 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

Contents

General Provisions 5

- Purpose 5
- Exceptions and Waivers 5
- Modifications and Amendments 5
- Sacred Grounds 5

Definitions 5

Interment Rights 9

- Permission to Inter and Proof of Ownership 9
- Rights 10
- Recording & Transfer of Interment Rights 10
- Sale or Transfer 10
- Additional Interment Rights 11
- Transfer on Death 11
- Designation 11
- Right to Refuse 11
- Agreements 11
- Exchanges of Interment Rights 11
- Removal 11
- Purchase Agreement 12

Interment Regulations 12

- Charges and Fees 12
- Advance Notice 12
- Postponing/Rescheduling Services 12
- Written Authorization 12
- Disinterment 13
- Interment and Disinterment 13
- Multiple Interments 14
- Temporary Interment 14
- Scattering Remains 14
- Delay in Interment 14
- Interment Schedule and Holidays 14

Mausoleum Regulations 15

- Mausoleum Rights 15
- Decorations 15
- Plaques 15

Supervision of Cemetery 15

- Use 15
- Loss or Damage 15
- Locating Services and Identification of Human Remains 15
- Right to Correct Errors 16
- Boundaries 16
- Landscaping 16

General Regulations 17

- Pets 17
- Drugs, Alcohol and Weapons 17
- Photography/Video 17
- Ornamentation/Decorations 17
- Landscaping 18
- Decorations 18

| | |
|--|-----------|
| Floral Decorations | 18 |
| Additional Decorations for Holidays | 19 |
| Entrances | 19 |
| Hours of Operation | 19 |
| Notice and Copies | 19 |
| Speed/Traffic Rules | 19 |
| Clean-up Procedures | 20 |
| Language | 20 |
| Outdoor Activities | 20 |
| Ingress/Egress | 20 |
| Cemetery Designations | 20 |
| Cemetery Employees | 21 |
| Cemetery Grounds | 21 |
| Outer Burial Containers, Memorials | 21 |
| Benches, Foundations & Installation | 21 |
| General | 21 |
| Ordering Memorials | 21 |
| Cameo/Dedo Pictures | 22 |
| Charges and Fees | 22 |
| Companion Memorial | 22 |
| Memorial Installation | 23 |
| Removal of Unauthorized Outer Burial Container | 23 |
| Right to Correct Errors | 23 |
| Defective Workmanship | 23 |
| Offensive or Improper Memorial or Structures | 23 |
| Repair or Removal | 24 |
| Removal without Consent | 24 |
| Outer Burial Container Fees | 24 |
| Installation Requirements | 24 |
| Description | 24 |
| Right to Stop Work | 25 |
| Inspection by Cemetery | 25 |
| Damage/Theft | 25 |
| Contractors | 25 |
| Care and Maintenance | 26 |
| Use | 26 |
| Improvements | 26 |
| Outside Landscaping Contractor | 27 |
| Memorial Care and Maintenance | 27 |
| Expenditures | 27 |
| Income | 27 |

and material it shall only be necessary to submit the required information to the Cemetery once for approval.

Right to Stop Work

140. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefor 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 according to the Cemetery's specifications and installation requirements.

Inspection by Cemetery

141. 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.

Damage/Theft

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

Contractors

143. 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:

- (i) Workers' Compensation insurance.
- (ii) 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 (Combined Single Limit Coverage).
- (iii) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations

Repair or Removal

133. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to repair the memorial 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 Rights.

134. 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.

135. Except as otherwise provided herein, no memorial may be removed from an interment space within the Cemetery, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.

Removal without Consent

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

The Cemetery shall have the right to move memorials and foundations without prior authorization if such action is necessary for an interment, disinterment, maintenance, repair or upkeep.

Outer Burial Container Fees

137. All applicable Cemetery fees relating to outer burial containers and outer burial container installation must be paid prior to the installation of any outer burial container 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.

Installation Requirements

138. 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.

Description

139. 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

GENERAL PROVISIONS

Purpose

1. These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery, visitors and Cemetery employees. Their enforcement will help protect the Cemetery and 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.

Exceptions and Waivers

2. 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 judgement, 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.

Modifications and Amendments

3. 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 request at the Cemetery office.

Sacred Grounds

4. 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.

DEFINITIONS

5. "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.
6. "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 records information regarding that person or family.
7. "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.

8. "At-need" means at the time of, or immediately following, death.
9. "Authorized Agent" means the individual or individuals authorized by the applicable state law to make decisions related to the final disposition of the deceased.
10. "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.
11. "Care and Maintenance Trust Fund" aka Endowment Care/Perpetual Care - means the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
12. "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.
13. "Cemetery" shall mean that cemetery named on the cover page of these Rules and Regulations.
14. "Certificate of Interment Rights" shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
15. "Columbarium" means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.
16. "Commingling" means the mixing of cremated remains of more than one person.
17. "Contractor" means any person, firm or corporation who has been authorized by Cemetery management and is engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.
18. "Cremated Remains" means the bone fragments and ash remaining after a 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.
19. "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 not a method of final disposition.
20. "Crypt" means a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.

Memorial Installation

125. No memorial will be set during a graveside service in progress.
126. The Cemetery superintendent or designated Cemetery employee will decide if weather conditions have caused the ground to be too wet for a proper memorial setting or for travel to the site of the Memorial placement.
127. The Cemetery will not be responsible for Memorials or Benches that are rejected for installation because they do not meet the required specifications.
128. All Memorials set will be level and in a straight line in accordance with the development of each garden.

Removal of Unauthorized Outer Burial Container

129. 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.

Right to Correct Errors

130. 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, or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date either on a 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 the obligation to correct it.

Defective Workmanship

131. The Cemetery's obligation in the event of defective workmanship or defective materials furnished or performed by the Cemetery, in 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. The Cemetery does not warrant the work of third parties, including but not limited to, manufacturers and installers.

Offensive or Improper Memorial or Structures

132. If any memorial, structure, or any inscription to be placed 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.

118. Not more than one Family name may be permitted on any Memorial unless previously authorized by the Cemetery in writing.
119. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.
120. Memorial Benches or other Monument type structures are only permitted in specifically designated areas of the Cemetery and must be authorized prior to installation.

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.

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 any memorial, bench or other Monument type structure to be installed in the Cemetery.

Cameo/Dedo Pictures

121. Cameo/Dedo pictures are allowed on the Memorials, but are subject to prior approval by the cemetery. Any warranties extended for Cameo/Dedo pictures are those of the manufacturer and not of the cemetery. All costs associated with warranty replacement of Cameo/Dedo pictures shall be incurred by the lot owner.

Charges and Fees

122. All Cemetery charges and fees for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery. Any memorial which is placed prior to full payment of all such charges may be removed by the Cemetery, at the Owner's expense, if full payment is not made within ten days of demand therefor.
123. An Inspection and a corresponding installation fee (based on the size of the memorial) will be charged for every memorial that is set within the Cemetery grounds. Any inspection and/or installation fees will be paid in full before any Memorial may be set.

Companion Memorial

124. Companion Memorials will not be allowed to cover more than two side-by-side spaces.

21. "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.
22. "Encased or Encasement" means the placement of human remains in a rigid container, including but not limited to a casket or urn.
23. "Entombment" means the placement of human remains in a crypt.
24. "Final Disposition" (interment, entombment, inurnment, or scattering) means the lawful disposal of human remains whether by interment or scattering.
25. "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.
26. "Grave" means a space of ground in the Cemetery used, or intended to be used, for the interment of human remains.
27. "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.
28. "Human Remains" means the body of a deceased human being in any stage of decomposition and includes cremated remains.
29. "Interment" means the disposition of human remains by burial, entombment, or inurnment.
30. "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.
31. "Interment Services" refers to the opening and closing of a particular interment space as well as the necessary preparation directly related to the opening and closing.
32. "Interment Space" shall refer 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.
33. "Inurnment" means placement of cremated human remains into an interment space or niche.
34. "Lawn Crypt" means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod.

35. "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.
36. "Mausoleum" means a chamber, structure or building used, or to be used, for entombment of human remains.
37. "Memorial" means (a) a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.
38. "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 cost associated with Memorial Care may be incurred by the lot owner.
39. "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.
40. "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.
41. "Niche" means a space used, or intended to be used, for the placement of cremated human remains.
42. "Outer Burial Container" means the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.
43. "Owner" refers to the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.
44. "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, crypts or niches.
45. "Pre-need" means prior to the beneficiaries death.
46. "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 in the Cemetery, merchandise or services.
47. "Scattering" means the final disposition of cremated remains by dispersing them in the air, water, or on the surface of the ground.
48. "Section" means an area within the cemetery consisting of more than one interment space established by the cemetery for organizational purposes.
49. "Urn" means a receptacle in which cremated remains are placed for final disposition.

Cemetery Employees

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

Cemetery Grounds

109. 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.

OUTER BURIAL CONTAINERS, MEMORIALS BENCHES, FOUNDATIONS & INSTALLATION

General

110. 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 memorials and foundations which are placed in the Cemetery.
111. The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request.
112. 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.
113. 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.

Ordering Memorials

114. Consult the Cemetery office before ordering memorials, benches or other monument type structure to ensure that any ordered will meet the cemetery's requirements.
115. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the Cemetery.
116. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery.
117. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space or memorialized on that interment space, where there is no interment.

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.

Clean-up Procedures

102. 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.

Language

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

Outdoor Activities

104. 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.

Ingress/Egress

105. 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 or in any way deface the grounds of the Cemetery.

Cemetery Designations

106. 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 estate 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.

107. 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.

INTERMENT RIGHTS

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

Permission to Inter and Proof of Ownership

51. The person named in the Certificate of Interment Rights issued and of record 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.

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.

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorializations, 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.
- (v) 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. 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.

Rights

52. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an 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.

Recording & Transfer of Interment Rights

53. 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 have the right to transfer ownership. In the case that the original owner is deceased the NOK all equally share rights to the interment rights.

Sale or Transfer

54. 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.

- (i) 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.
- (ii) 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

Artificial or silk flowers are permitted in the cemetery when placed in a bronze vase only until they become unsightly due to exposure to the wind, rain and sun. Contrary to general belief, these decorations do not keep their original appearance when left outside for any length of time. As a courtesy, we will remove and dispose of unsightly or unapproved grave decorations.

Temporary flower vases such as tin cans, jars, baskets, bottles, etc. are not permitted in the cemetery. The cemetery is not responsible for any such unauthorized containers placed at any interment location and they will be removed and disposed of in accordance with the regular maintenance schedule.

- (i) Additionally, flowers may be removed during specific times of the year due to the Cemetery's clean-up schedule.
- (ii) Please inquire with the Cemetery regarding its clean-up schedule.

Additional Decorations for Holidays

97. 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.

Entrances

98. 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.

Hours of Operation

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

- 1. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

Notice and Copies

100. 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 the right to charge for copies at a reasonable cost.

Speed/Traffic Rules

101. 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 may be driven only on established cemetery roadways.

Landscaping

94. No trees, shrubs or other plants may be planted by anyone other than the Cemetery, except with the 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 or if it interferes or obstructs a surrounding burial.

- (i) No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery.
- (ii) Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.

Decorations

95. No boxes, shells, toys, glassware, sprinkling cans, receptacles, or other items (other than vases meeting the Cemetery's specifications which have been placed with the Cemetery's permission) which may be determined by the Cemetery, in its sole discretion, to be dangerous, unsightly, offensive or a nuisance, 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 and shall not be responsible for the storage, care or return of the items.

- (i) 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.
- (ii) No memorial benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery.
- (iii) Cemetery is not responsible for items left behind at Cemetery.

Floral Decorations

96. All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the Cemetery's office. Placement of fresh flowers in bronze or granite/marble vases at places of interment is permitted throughout the year. In order to properly maintain the cemetery lawns, it is necessary that all grave decorations be limited to flowers placed in approved vases with the following exceptions: potted plants, wreaths, easels and flags, which are permitted only on Valentine's Day, Easter, Mother's Day, Father's Day, Memorial Day, Veterans Day, Independence Day and Thanksgiving Day. Placement may be made during the week prior and will be removed on the seventh day following the occasion or when then become unsightly.

Christmas wreaths, potted plants and winter grave decorations may be placed any time after December 10th, and will be removed by the cemetery during the fourth week in January.

conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.

Additional Interment Rights

55. 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 of Interment they allow on each grave.

Transfer on Death

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

Designation

57. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, 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.

Right to Refuse

58. 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.

Agreements

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

Exchanges of Interment Rights

60. 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.

Removal

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

Purchase Agreement

62. 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 may refuse a transfer of any interment right/burial space if it determines, in its sole discretion, that the purpose of the desired transfer is investment or speculation.

- (i) 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.

INTERMENT REGULATIONS

Charges and Fees

63. 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 fees for disinterments must also be paid in advance.

Advance Notice

64. The Cemetery must be provided with such advance notice as is posted or otherwise available in the office of the Cemetery, 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.

Postponing/Rescheduling Services

65. 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 or strike by a labor union).

Written Authorization

66. 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 of Section 24 hereof where co-ownership is involved) and the authorizing agent of the decedent, as determined by the applicable state law. 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. If it is not possible to have the authorization notarized, the authorization may be accepted

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.

GENERAL REGULATIONS

Pets

90. 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.

Drugs, Alcohol and Weapons

91. The possession or consumption of illegal drugs or 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.

Photography/Video

92. 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 Cemetery General Manager. Written requests should be submitted to the Cemetery office.

Ornamentation/Decorations

93. 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 used in lieu of a Memorial and set perpendicular to the Grave.

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.

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 next-of-kin or an authorized representative of the next-of-kin, and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.

Right to Correct Errors

85. The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterment's, 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.

Boundaries

86. The Cemetery reserves the right to enlarge, reduce, replant 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 regrade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use 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.

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

Landscaping

88. 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.

89. 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

if accompanied by some form of positive identification (for example, a driver's license).

Disinterment

67. As a condition to performing any disinterment, the Cemetery requires written authorization signed by the Owner and the deceased's authorized agent as determined by applicable state law, on a form approved by the Cemetery. All disinterments must be conducted in accordance with state and local law.

(i) The Cemetery shall exercise due care in making disinterment's, but shall assume no liability for damage to any body, casket, outer burial receptacle, 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. The Owner, next-of-kin or authorized agent must furnish a new outer burial container prior to reinterment if the Cemetery determines the structural integrity of the existing outer burial container has been compromised.

Interment and Disinterment

68. All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel. To the extent the Cemetery permits scattering of cremated remains in the Cemetery, only authorized representatives of the Cemetery shall be permitted to scatter the cremated remains.

69. 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.

70. All ground interments shall be made in caskets or alternative containers. All such caskets or alternative containers shall be constructed from at least three-quarter inch (3/4") thick particleboard of sufficient strength to support the weight of an adult human body. Alternatively, caskets or alternative containers constructed from cardboard, corrugated fiberboard, pressed paper or similar materials may be used if such caskets have been approved by the Cemetery after receipt of satisfactory proof by the Cemetery that such casket has been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

71. If, at the time of death, the size and weight of the deceased requires an oversized casket, outer burial container and/or interment space, those additional costs will be the responsibility of the purchaser or next-of-kin. The Cemetery may refuse to allow an interment to proceed if arrangements are not made on behalf of the purchaser to procure the necessary interment spaces or larger containers that may be required as a result of the size of the deceased.

Multiple Interments

72. No more than one human remains shall be interred in one interment space, 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.

Temporary Interment

73. 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, 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.

Scattering Remains

74. The scattering or placement of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and upon the written approval of the Cemetery and subject to the payment of all applicable Cemetery fees and compliance with all applicable laws. Any discovered remains found on property will be collected and disposed of.

Delay in Interment

75. 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. Resolution will require an agreement by all affected parties or a Court Order which directly addresses the matter. All protests must be in writing and filed in the Cemetery office.

Interment Schedule and Holidays

76. Interments shall be scheduled during normal business hours, Monday – Friday.
77. The Cemetery reserves the right to assess an overtime service fee for Interments scheduled for Saturday, Sunday, before or after normal business hours.
78. Interments may not be conducted on the following holidays: New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, and Christmas Day.

MAUSOLEUM REGULATIONS

Mausoleum Rights

79. 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.

Decorations

80. Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. 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 other similar method, is strictly prohibited.

Plaques

81. Except where otherwise expressly authorized by the Cemetery, any lettering or crypt plaques used on any crypt or niche, must be of bronze material and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.

SUPERVISION OF CEMETERY

Use

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

Loss or Damage

83. The Cemetery may take reasonable precautions to protect against loss or damage to property 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 limitation, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, mischief makers, 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. The Cemetery does not insure such personal property. Grave markers, monuments, benches, contents of niches and similar items are the personal property of individual lot owners and/or their families. They are not the property of the Cemetery. Accordingly, customers are encouraged to speak with their personal insurer if they wish to insure their personal property which is present at the Cemetery.

Locating Services and Identification of Human Remains

84. 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