

Interment Right Contract – Schedule A

This PURCHASE AGREEMENT is entered into between the Dumont Creek Cemetery and the undersigned Purchaser named herein.

Name of Deceased _____

Last Address of Deceased _____

Date of Death _____ Place of Death _____ Age _____

Date of Birth _____ Place of Birth _____

Name of Purchaser _____

_____ Cell _____ Email _____

Address _____

Phone _____

Interment Particulars

Interment of Human Remains ☐ OR Interment of Cremated Remains ☐

Block _____ Plot # _____ Date of Interment _____

Fees

Plot	
Opening & Closing (Digging of Grave)	
Supervision	
Total Paid	

Date Paid _____

Payment terms: For the goods and services listed, payment in full is required at the time of entering into this agreement.

Payment Method:

Cash ☐

Cheque ☐

Money Order ☐

Cheque #:

E-transfer (to dumontcreekcemetery@gmail.com) ☐

Cemetery Regulations

1. It is not required that a memorial marker be put on a grave, other than the identifier marker that the Cemetery provides for its own record keeping purposes.
2. Placement of a memorial marker is the responsibility of the family. Larger pieces or sculptures can be placed outside the grave area with the permission of the Cemetery Board.

Memorial Marker Dimensions:

Adult Graves: Markers to have a maximum overall dimension (length + height + width) of two metres and not larger than one metre in any one dimension.

Child/Infant Graves and Cremated Remains Plots: Markers shall not exceed 0.3 metres by 0.3 metres at the base and 0.6 metres in height.

3. Low-growing plants may be planted on gravesites. Bushes and trees cannot be planted on or around the graves, but may be planted in designated areas, with the approval of the Board.
4. No grave shall be defined by a fence, hedge, railing, or curb.
5. Any glass vases or jars will be removed from all graves before cold weather sets in.

IN WITNESS WHEREOF the parties executed this agreement on the _____ day of _____, 20____.

Print Name of Purchaser/Authorized Person

Signature of Purchaser/Authorized Person*

*By signing this document, the purchaser _____ Rel _____
are legally entitled to _____
authorize the disposition of the remains of the deceased. _____

Relationship to Deceased confirms that they

Print Name of Dumont Creek Cemetery
Representative

Signature of Dumont Creek Cemetery
Representative

If you are not a Dumont Creek Burial Society member, and would like to receive email notices of Society events and our twice-yearly cemetery clean-up sessions, please initial below:

Contract Details

CONTRACTUAL OBLIGATION

This Agreement is binding on the signatory parties, their heirs, successors, personal representatives and permitted assigns. The contract is subject to the *Business Practices and Consumer Protection Act*; *Cremation, Interment and Funeral Services Act* and related regulations. INTERMENT RIGHTS

The sale of interment right is not the sale of a plot but **the right to be interred in an assigned plot**. An interment right holder does not acquire any right or interests in the roads, paths and other areas that allows access to and from any lot at the Dumont Creek Cemetery. The interment right holder also does not acquire any right or interest in any gardens, structures, buildings or other property at the Dumont Creek Cemetery.

REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, the **Dumont Creek Cemetery** cannot proceed with the interment of human remains at the cemetery unless a written authorization for disposition is received in advance from the person with the legal right to authorize the disposition of the deceased.

INFORMATION POLICY

The collection, use, disclosure, and retention of personal information acquired by the cemetery in the process of providing goods and services are subject to the Privacy Policy. BYLAWS, RULES & REGULATIONS

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site, and performance of all services is subject to the bylaws, rules and regulations of the cemetery as may be currently in effect or from time-to-time amended by the **Dumont Creek Cemetery Board of Directors**.

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

- The Purchaser, by signing this agreement, acknowledges that the **Dumont Creek Cemetery Board**, in the course of providing the goods and services requested shall as required by law or as it deems necessary collect, retain and disclose such personal information as is necessary to fulfill the terms and conditions of this agreement. The use of personal information about the purchaser or a deceased personal shall be strictly controlled and will never be provided to another party or organization unless required to provide a good or service under this agreement or as required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the **Dumont Creek Cemetery Board** to, from time to time, as requested, provide interment or memorial locations to cemetery visitors.
- The Purchaser, by signing this agreement, waives any responsibility or liability of the **Dumont Creek Cemetery Board** to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any monument, marker or memorial installed for display at the cemetery.

CEMETERY RULES AND REGULATIONS

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement, and acknowledges and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with all of the facilities of the cemetery are subject without exception of the Bylaws, Rules and Regulations and Schedule of Rates for the cemetery in their entirety now or hereafter in effect.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations of the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Bylaws, Rules and Regulations of the cemetery.
- The **Dumont Creek Cemetery Board**, reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tribute which do not comply with the cemetery Bylaws, Rules and Regulations.
- Subject to a request being made in advance and with the permission and at the sole discretion of the Cemetery Supervisor, the display of normally unauthorized items on interment lots and memorial sites **may** be allowed on holidays, anniversaries or other dates that were of significance to the deceased memorialized. Such displays will be permitted to remain on the site for no more than the number of days allowed by the Cemetery Supervisor and will be removed thereafter without prior notice.

By Placing your signature, you agree and accept the above noted terms and conditions.

Purchaser's initials: _____