

INTERMENT RIGHT CONTRACT FOR RIGHT OF INTERMENT

(Pursuant to City of Castlegar Cemetery Bylaw No. 1074)

Park Memorial Cemetery

2311-2331 14th Avenue
Castlegar, BC (250) 365-7227

This Agreement made, _____ between the CITY of CASTLEGAR, the owner and operator
Date
of the Cemetery, and the PURCHASER _____ as agent for the Interment Right Holder
Name
listed below, for the purchase of a Right of Interment for:

INTERMENT RIGHT HOLDER

SURNAME GIVEN NAMES AND INITIALS

FULL ADDRESS, POSTAL CODE

Date of Birth Date of Death Religion, if applicable Last Attending Physician

BURIAL PARTICULARS

Block _____ Lot _____ Resident Non-Resident Adult Child Infant
 Full Burial Deep Burial Cremains Columbarium Niche Ossuary Veteran Ossuary Non-Veteran

FEES & CHARGES PAID

Plot	<input type="text"/>	Deep Burial	<input type="text"/>	Marker Install	<input type="text"/>
Opening/Closing	<input type="text"/>	Graveliner/Urn Vault	<input type="text"/>	Columbarium Niche-CF	<input type="text"/>
Ossuary-Veteran	<input type="text"/>	Ossuary-Non-Veteran	<input type="text"/>	Burial after 2:30 weekdays	<input type="text"/>
Additional Costs	<input type="text"/>	Additional Costs	<input type="text"/>	Cremains after 2:30 wkday	<input type="text"/>
Subtotal	<input type="text"/>	GST	<input type="text"/>	TOTAL FEES	<input type="text"/>

SERVICE DETAILS

Day and Date Funeral Home

ETA at Cemetery Contact Name & No.

By signing this Agreement, the Pruchaser acknowleges receipt of a copy of this Agreement and acknowledges and agrees to comply with all rules and regulations of the City of Castlegar Cemetery ByLaw 571.

In witness whereof the parties have executed this Agreement in

City, Province
on this day _____
Date

Signature of Purchaser/Legal Representative Print Name of Purchaser/Legal Representative

Relationship to the Deceased Full Address of Purchaser/Legal Representative

Signature of the City Agent Print Name of the City Agent

CEMETERY RULES

1. All fees shall be payable in full upon the signing of this Agreement.
2. All words and phrases contained in this Agreement shall have the same meanings as in the City of Castlegar Cemetery Bylaw, 1074, a copy of which is available at City Hall or on-line at www.castlegar.ca.
3. In consideration of the payment of the fees prescribed above, the City of Castlegar hereby grants to the Interment Right Holder named above, a Right of Interment for the Plot in Park Memorial Cemetery.
4. The Right of Interment is subject to all terms and conditions of this Agreement, the rules, regulations and requirements of the City of Castlegar Cemetery Bylaw, 1074 and the provisions of the Cremation, Interment and Funeral Services Act and the Business Practices and Consumer Protection Act, and regulations thereto.
5. Arrangements for burial must be made by the named relatives of the deceased or a representative authorized in writing by them to make such arrangements for the deceased, or by other authorized person at least 24 hours before time of interment.
6. No Interment shall be made in the Cemetery except on presentation of a permit, nor shall the remains of a deceased person be accepted for burial or other disposal except upon presentation of the *Burial Permit and Acknowledgement of Death of the deceased*, issued by a Registrar of Births, Deaths and Marriage, or by other official under the provisions of the Vital Statistics Act and Regulations.
7. No Interment shall be made on Sunday unless ordered by the Medical Health Officer of the appropriate Health Unit in this as in any similar circumstances, his directions shall be carefully observed.
8. All interments, disinterments and removals including all openings and closings of grave shall be made only by the Cemetery.
9. The purchaser understands that all cremains interred in the Ossuary are permanent. The cremains interred in the Ossuary are co-mingled forever and may not be removed.
9. In consideration of any multiple burial privileges which may be granted by the Cemetery, burial of remains will only be allowed as specified in the City of Castlegar Bylaw 1074.
10. Flat memorials (flush with the ground) are only allowed as specified in the City of Castlegar Bylaw 1074
11. While the lot holder is entirely free in selecting the supplier of the memorial, the size, materials and form of the memorial must conform to the City of Castlegar Bylaw 1074, and the Cemetery reserves to itself the placement or removal of any and all memorials.
12. This contract can be cancelled by the Purchaser or a personal alternative of the purchaser within 10 days of the date the contract was made and obtain a full refund of fees paid where:
 - (a) there have been no interments in the Plot;
 - (b) the Purchaser or executor submits a written application to the City of Castlegar Finance Dept., requesting cancellation of the Right of Interment;
 - (c) the original Right of Interment or licence is surrendered; and
 - (d) the costs for removal of any Memorial(s) are paid.
13. Where an error is made in the contract of sale, description, or transfer of a lot and the lot is unavailable, the City shall
 - (a) amend the contract to provided another lot of equal or greater value and similar location acceptable to the lot holder or a personal representative of the lot holder;
 - (b) cancel the contract and refund the full amount of money paid plus any accrued interest at a prescribed rate.
14. Where human error is made and human remains are interred in the wrong plot, the City shall;
 - (a) disinter the human remains from the wrong plot and inter them in the correct plot if available, or
 - (b) if the correct plot is not available, disinter the human remains form the wrong plot and inter them in a plot acceptable to a representative of the plot holder, and shall within 30 days after that, notify the registrar of disinterment and interment

Where the parties fail to agree on a settlement under sections 10 or 11, either party may apply to the registrar who may resolve the matter in any way the registrar considers appropriate in the circumstances as per *Section 43 of CIFSA*.
15. **Section 25 Reclamation of right of interment previously sold**
With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if
 - (a) the owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age,
 - (b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
 - (c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
 - (d) the operator has made diligent attempts to contact the interment right holder but is not able to locate or contact the interment right holder.
17. The use of the Cemetery and its interment spaces shall be subject to such other reasonable conditions as may be prescribed in the City of Castlegar Bylaw 1074
18. The Purchaser, by signing this Agreement, acknowledges that the City of Castlegar, in the course of providing this Right of Interment, shall be required by law, or as it deems necessary, to collect, retain and disclose such personal information regarding the Purchaser or the Interment Right Holder as is necessary to fulfil the terms and conditions of this Agreement. The Purchaser hereby gives permission to the City of Castlegar to provide Interment or Memorial locations to Cemetery visitors and waives any responsibility or liability of the Cemetery to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any Memorial installed for display in the Cemetery.
19. **Section 5, Cremation, Interment and Funeral Services Act** - By signing this Agreement, the purchasers acknowledges that he/she has the authority under *S.5 Cremation, Interment and Funeral Services Act* to act on behalf of the Interment Right Holder.