



CITY OF GREENWOOD
 202 S GOVERNMENT STREET
 PO BOX 129, GREENWOOD, BC V0H-1J0
 PHONE 250-445-6644/FAX 250-445-6441

INTERMENT RIGHT CONTRACT, SCHEDULE B

Contract# _____

(Shall be the Plot # for the first interment, a, b, c, for following interments)

This **Interment Right Contract** is entered into between the Greenwood Cemetery, 2390 Boundary Creek Road, owned and operated by the City of Greenwood, and the undersigned Rights Holder named herein.

Rights Holder/Authorized Person: _____

Address: _____

City/Province: _____ Postal Code: _____

Phone: _____ Email: _____

If an Authorized Person is Purchasing the Interment Right Contract:

NAME OF DECEASED: _____ Gender: _____

LAST ADDRESS OF DECEASED: _____

ASSIGNED CEMETERY BLOCK & PLOT# _____

Fees Paid Include; Internment Right	_____	Care Fund Portion
GST	_____	_____
TOTAL	_____	

Cemetery Receipt # _____ CASH CHEQUE

Any person wishing to be interred in the Greenwood Cemetery must purchase a Right of Interment Contract.

It is understood that the Administrator may allow for the Right of Interment of up to four (4) Cremated Remains or one (1) Burial and two (2) Cremated Remains or two (2) Cremated Remains in a half-sized plot, provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Cremation, Interment and Funeral Services Act, and all fees have been paid, as per Greenwood Cemetery Management Bylaw #825.

It is also understood that the payment above is for the Right of Interment only and does not include fees for preparation and placement of remains, cemetery products, or other charges that may occur, and is subject in every way to the Greenwood Cemetery Management Bylaw #825. Payment in full is required at the time of entering into this agreement.

IN WITNESS WHEREOF, This Agreement was Executed on the ___ day of _____, 20__

 Signature of Purchaser/Authorized Person

 Signature of Cemetery Representative

 Witness Signature

 Printed Witness Name

TERMS AND CONDITIONS

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 Greenwood Cemetery. The interment right holder also does not acquire any right or interest in any gardens, structures, buildings or other property at the Greenwood Cemetery.

REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, the City of Greenwood 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.

RECLAMATION of UNUSED INTERMENT RIGHTS

The City of Greenwood reserves the right to reclaim the interment rights for an unused plot where such reclamation shall be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the *Cremation, Interment and Funeral Service Regulation of B.C.* as follows:

25 (1) With prior approval of the director, an operator may sell a right of interment for a plot in a place of interment where the right of interment for the plot 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.
- (2) On receipt of an application from an operator, the director may approve or reject the application for a sale of the right of interment with or without conditions.
- (3) If the director refuses the application, the director must give the applicant written reasons for the decision.
- (4) If a right of interment for a plot is sold in the circumstances described in subsection (1), and the right of interment is subsequently required for use by the original interment right holder, the operator must provide another right of interment of equal or greater value that is acceptable to the original interment right holder or the person who has authority under section 5 of the Act with respect to the deceased interment rights holder.

INFORMATION PRIVACY

The collection, use, disclosure and retention of personal information acquired by the cemetery in the process of providing goods and services is subject to the City of Greenwood's Privacy Policy.

BYLAWS, RULES & REGULATIONS

The use of any plot, 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 City of Greenwood.

CANCELLATION & REFUNDS:

TO CANCEL, you must provide a written notice of cancellation. The notice must be forwarded to the City of Greenwood. The notice of cancellation by a method that will allow you to prove that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.

- **INTERMENT RIGHTS FOR PLOTS:** Refund payable shall be 50% of the original purchase price of the space identified LESS the amount of the Care Fund contribution for the space and LESS the current Administration Fee.
- **CARE FUND CONTRIBUTIONS:** If you cancel interment rights after funds deposited into the care fund, the amount deposited into the care fund shall not be refundable.
- Upon confirmation of the requesting party/deceased's estate legal right to receive any refund, the City of Greenwood will provide any refund owing within 30 days from the confirmation date.

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

- The Purchaser, by signing this agreement, acknowledges that the City of Greenwood, 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 person 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 is required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the City of Greenwood 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 City of Greenwood 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 the all of the facilities of the cemetery are subject without exception to the Bylaws, Rules & 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 on 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 City of Greenwood reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tributes 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, **may** allow the display of normally unauthorized items on interment plots and memorial sites 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 Caretaker and will be removed thereafter without prior notice.

By Initialing, you agree and accept the above noted terms and conditions

PURCHASER'S INITIALS _____