

# SEE BYLAW #603 FOR FULL DETAILS

<b>SALMO CEMETERY</b> Box 1000 – 423 Davies Avenue, Salmo, B.C. Ph. 250-357-9433 & Fax 250-357-9633
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## INTERMENT RIGHT CONTRACT - SCHEDULE A

This **PURCHASE AGREEMENT** is entered into between **the Village of Salmo** and the undersigned **Purchaser** named herein.  
 DATE: \_\_\_\_\_

<b>NAME OF PURCHASER:</b>		
<b>ADDRESS:</b>		
<b>Ph:</b>	<b>Cell:</b>	<b>Email:</b>
<b>NAME OF DECEASED:</b>		<b>Gender:</b> <input type="checkbox"/> <b>M</b> <input type="checkbox"/> <b>F</b>
<b>LAST ADDRESS OF DECEASED:</b>		
<b>Date of death:</b>	<b>Place of Death:</b>	<b>Resident:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Date of Birth:</b>	<b>Place of Birth:</b>	<b>AGE:</b>

INTERMENT PARTICULARS

**INTERMENT OF HUMAN REMAINS** or  **INTERMENT OF CREMATED REMAINS**

<b>BLOCK:</b>	<b>PLOT:</b>	<b>CEMETERY:</b>
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FEES

	TOTAL
<b>PLOT:</b>	
PLOT FEE:	\$
CARE FUND PLOT:	\$
<b>MEMORIAL:</b>	
MEMORIAL INSTALLATION:	\$
CARE FUND:	\$
SUB-TOTAL	\$
OPEN/CLOSING:	\$
MISCELLANEOUS:	\$
HST 12%	\$
<b>TOTAL</b>	<b>\$</b>

**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**

**IN WITNESS WHEREOF** the parties executed this agreement on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Signature of Purchaser/Authorized Person

\_\_\_\_\_  
 Relationship to Deceased

\_\_\_\_\_  
 Print Name of Purchaser/Authorized Person

\_\_\_\_\_  
 Signature for the Village of Salmo

\_\_\_\_\_  
 Print Name of Cemetery Representative

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

### REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, **Salmo 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.

### RECLAMATION of UNUSED INTERMENT RIGHTS

**Salmo Cemetery** 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 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.
- (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 lot 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 **Salmo Cemetery** 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 **Salmo Cemetery**.

### CANCELLATION & REFUNDS:

**TO CANCEL**, you must provide a written notice of cancellation. The notice must be forwarded to Box 1000 Salmo B.C. V0G 1Z0. 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 LOTS:** Refund payable shall be 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, **Salmo Cemetery 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 **Salmo Cemetery**, 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 Salmo Cemetery 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 **Salmo Cemetery** 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.
- Salmo Cemetery 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 lots 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 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** \_\_\_\_\_

SALMO CEMETERY  
Box 1000 – 423 Davies Avenue, Salmo, B.C.  
Ph. 250-357-9433 & Fax 250-357-9633

**INTERMENT AUTHORIZATION - SCHEDULE B**

Name of Deceased: \_\_\_\_\_ Gender:  M  F

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Age: \_\_\_\_\_

**Interment Particulars:**

Interment Location: Reserve  Y  N

Block \_\_\_\_\_ Plot \_\_\_\_\_ Cemetery: \_\_\_\_\_

Interment Date: \_\_\_\_\_ Time of Internment: \_\_\_\_\_

**Authorization:**

Under the 'Order of Priority' in Section 5(1) *Cremation, Interment and Funeral Services Act*, I \_\_\_\_\_ certify that I am the legally authorized representative to the above named deceased. Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, I hereby authorize the interment of \_\_\_\_\_ at Salmo Cemetery.

By authorizing this interment, I agree to indemnify and hold harmless Salmo Cemetery, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Relationship to Deceased

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Dated Signed (YYYY/MM/DD)

\_\_\_\_\_  
Address of Authorized Person

\_\_\_\_\_  
Cemetery Representative Signature

REMARKS:

### **Control of disposition of human remains or cremated remains**

**5** (1) Subject to this section and section 8 (3) (b) (i) [*requirement for authorization before funeral services or disposition*], the right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
- (b) the spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
- (f) a parent of the deceased;
- (g) an adult sibling of the deceased;
- (h) an adult nephew or niece of the deceased;
- (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the *Estate Administration Act*;
- (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
- (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).

(2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.

(3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority

- (a) is determined in accordance with an agreement between or among them, or
- (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

(4) A person claiming that he or she should be given the sole right to control the disposition of the human remains or cremated remains may apply to the Supreme Court for an order regarding that right.

(5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to

- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the spouse of the deceased,
- (b) the rules, practice and beliefs respecting disposition of human remains and cremated remains followed or held by people of the religious faith of the deceased,
- (c) any reasonable directions given by the deceased respecting the disposition of his or her human remains or cremated remains, and
- (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the human remains or cremated remains.

(6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

### **Requirement for authorization before funeral services or disposition**

**8** (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless

- (a) the operator is authorized to do so under the *Vital Statistics Act*, and
- (b) the operator
  - i. is ordered to do so by a medical health officer under the *Health Act*, or
  - ii. has received the authorization from the person who, under section 5 [*control of disposition of human remains or cremated remains*], has the right to control the disposition of the human remains.

### **Protection from liability**

**9** If

(a) there is an error or omission in an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] to an operator or a funeral provider, or

(b) the person who signed an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] did not have the authority to give the directions set out in the authorization, the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

VILLAGE OF SALMO  
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**TARIFF - SCHEDULE “C”**

	<u>Interment Right Purchase</u>	<u>Allocation to Care Fund</u>	<u>Total Amount Payable by Purchaser</u>
1. <u>GRAVE SPACE</u>			
(a) <u>Resident:</u>	112.50	37.50	150.00
(b) <u>Non-Resident:</u>	600.00	200.00	800.00
2. <u>SERVICES</u>			
(a) <u>Opening and Closing of Grave for Interment:</u>			
Adult – casket size greater than 1.2m x .6m			350.00
Child/Infant – casket size 1m x .5m x 1.3m			350.00
Cremated Remains			150.00
Skeleton which has been removed from another cemetery and which is contained in a box not exceeding in size of 1m x .6m			350.00
(b) <u>Interment after 3:30 p.m. Monday to Friday</u>			
Adult/Child/Infant Casket			460.00
Cremated Remains			200.00
(c) <u>Interment on Saturday and Sunday</u>			
Adult/Child/Infant Casket			550.00
Cremated Remains			290.00
(d) <u>Interment on Statutory Holiday</u>			
Adult/Child/Infant Casket			700.00
Cremated Remains			440.00
(e) <u>Open and Closing for Exhumation</u>			
Adult/Child/Infant Casket			700.00
Cremated Remains			440.00
3. <u>TRANSFER OF LICENCE</u>			25.00
4. <u>INSTALLATION OF MEMORIAL</u>			
With Base (includes \$15.00 Care Fund Contribution)			60.00
Without Base (includes \$25.00 Care Fund Contribution)			100.00