

SUGGESTED
RULES AND REGULATIONS
FOR MEMBERS OF
THE INDIANA CEMETERY ASSOCIATION

INTRODUCTION

The Indiana Cemetery Association has established these Rules and Regulations for the protection of all who visit Indiana Cemeteries or have chosen an Indiana Cemetery for their final resting place. The enclosed Rules and Regulations have been developed in accordance with Indiana's Cemetery Laws and are intended to ensure a peaceful, respectful, and well maintained setting where families and friends of those interred, entombed or inurned at the Cemetery can remember, grieve, and honor their loved ones.

Always seek legal council when adopting new Rules and Regulations for your Cemetery. Do not simply "boiler-plate" these Rules and Regulations and adopt them for your situation. Memorial/Monument and Floral Rules and Regulations have purposefully been omitted because of the wide variance from cemetery to cemetery regarding these issues. Please call Casey Miller at 260.402.8555 for any clarification on this disclaimer if needed.

RULES AND REGULATIONS – GENERAL PROVISIONS

All owners of Burial Rights, their successors and visitors of the Cemetery shall be subject to these Rules and Regulations, including additions, amendments and alterations that may be adopted from time to time. These Rules and Regulations apply equally to all parties and play an important part in the beautification and preservation of the grounds and buildings. In many cases, these Rules and Regulations reflect directly upon the health and safety of patrons and workers. We ask for your cooperation and request that any violation of these Rules by others be reported to the cemetery office.

"Your cemetery name" has an obligation to provide for the general maintenance of the cemetery grounds, including graves, lots, crypts, niches and memorials therein. "Your cemetery name" is able to fulfill this obligation, in part, from income realized from the sale of burial rights, memorials, outer burial containers and all other cemetery merchandise and services. In addition, a percentage of the purchase price of some cemetery merchandise is placed in an irrevocable trust to ensure that there will be income available to maintain the cemetery for years to come. When you purchase cemetery merchandise and services from the Cemetery you are helping to ensure the continued maintenance and beautification for future generations.

DEFINITIONS

Burial Right: A right of interment granted by the Cemetery to individuals only for sepulcher of deceased human remains. Owners of burial rights do not own real property but have a limited easement for interment, entombment or inurnment.

Cemetery: Real property owned or managed by "Your cemetery name" including without limitation:

- (1) all land dedicated, reserved or used for interment purposes
- (2) all structures dedicated, reserved or used for entombment purposes

- (3) all land and structures dedicated, reserved or used for inurnment purposes
- (4) all vegetation therein
- (5) memorials and works of art therein
- (6) all roadways, walkways, crematoria and other structures of every kind therein
- (7) all equipment and facilities incident to the operation of the Cemetery
- (8) all public rights of way

Columbarium: A structure, room, or other space designed for the inurnment of cremated remains.

Cremated Remains: The remains of a cremated human body. Cremated remains consist of ash and bone fragments.

Crypt: a space within a public or private mausoleum designed for the entombment of human remains.

Disinterment: The removal of human remains from its place of interment, entombment or inurnment.

Entombment: The placement of human remains in a mausoleum crypt.

Grave/Space: A specific space of land in the Cemetery used or intended to be used for the burial of human remains.

Human Remains: The remains of a deceased person including cremated remains.

Interment: The lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.

Inurnment: The interment of cremated human remains in a grave, niche, crypt or other place within the cemetery.

Lot: Two or more adjoining Graves/Spaces.

Mausoleum: A structure or building specifically designed for the entombment of human remains.

Memorial: Name identification and insignia of granite or bronze or combination thereof placed on a Grave/Space, mausoleum, niche, bench or urn.

Niche: A space within a columbarium designed for the inurnment of cremated remains.

Outer Burial Container: A container or enclosure that is placed in the Grave/Space around the casket to uphold the upper layer of soil above the outer burial container after installation.

GENERAL PROVISIONS

Section 1. General. The Cemetery may and hereby expressly reserves the right, at any time or times, with or without notice, to adopt new rules and regulations or amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations. Amendments or changes made are retroactive. A copy of the Rules and Regulations, and any amendments or supplements thereto shall be made available to any interested party upon request at the Cemetery's office.

Section 2. Reserved Rights. The Cemetery reserves the right, without changing the locations of burial rights previously sold, to re-plat all or any part of the Cemetery; install, alter, relocate or close any roadway or path and lay and maintain improvements and any other facilities deemed necessary for the operation of the Cemetery.

Section 3. Ingress and Egress. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress on lots and all lawn areas for the purpose of passage to and from other lots and other areas of the Cemetery.

Section 4. Speculation Prohibited. Cemetery property may be purchased only for sepulcher of human remains. Any purchase of Burial Rights for speculation is prohibited.

Section 5. Communications with the Cemetery. For any family not domiciled within 75 miles, the Cemetery, upon receipt of a copy of a current drivers license, may, but is not required to, accept notarized authorizations by facsimile transmission, electronic message, telegram, or other similar means. If the electronic transmission is being obtained to authorize an interment, entombment or inurnment then the original signature may be required prior to final disposition.

Section 6. Trespassing. The Cemetery is private property, the sanctity of which must not be invaded, and any person not there to visit a site, or conduct valid Cemetery or Funeral Home business shall be considered a trespasser, to whom the Cemetery shall owe no duty and who shall be dealt with as such. Unless otherwise posted, the Cemetery's visiting hours are sunrise to sunset.

Section 7. Funeral. All funerals, on reaching the cemetery, shall be under the supervision of the Cemetery Management.

Section 8. Casket not to be Disturbed. Once a casket containing a body is within the confines of the Cemetery, only a licensed Funeral Director shall be permitted to open the casket with the consent of a member of the family of the deceased and the cemetery.

The Cemetery shall not be responsible for any jewelry, keepsake or other articles of value which are on the deceased at the time of delivery of remains to the Cemetery.

Section 9. Committal Services. Funeral visitations will not be permitted at committal services conducted either at the Cemetery chapel or graveside unless specific permission for same has been granted by the Cemetery.

Section 10. When Cemetery is not Responsible. The Cemetery shall take precautions to protect owners of burial rights from loss or damage. The Cemetery disclaims all responsibility for loss or damage for causes beyond its reasonable control. This includes, but is not limited to, damage caused by the elements, an act of God, thieves, vandals, strikers, explosions, terrorists, accidents and riots. The Cemetery is not responsible for theft or damage to anything placed on graves or lots. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted within the Cemetery.

Section 11. Not Responsible for Identity. The Cemetery shall not be liable for the identity of the person sought to be interred, entombed or inurned.

Section 12. Correction of Errors. Under Indiana law the Cemetery reserves the right to correct any error that may be made. Errors involving the description, transfer or granting of any burial right may be corrected by canceling such grant and substituting and granting other burial right of equal or greater value and similar location if possible, or as may be selected by the Cemetery. The Cemetery, at its discretion, may elect to refund the amount of money paid for the burial rights, services or merchandise in question.

Section 13. Children. Children under 16 years of age must be accompanied by an adult who is responsible for their conduct.

Section 14. Soliciting. Soliciting the sale of any commodity or service shall not be made within the confines of the Cemetery by any group or individual not associated with the cemetery.

Section 15. Repurchase. It is not the policy of the Cemetery to repurchase Burial Rights. The Cemetery will render assistance to owners of Burial Rights when a new owner has been obtained by transferring ownership accordingly. The Cemetery will provide the transfer deed to consummate the sale for a nominal fee. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.

Section 16. Hunting and Fishing. All persons are forbidden to hunt or to fish on the cemetery grounds.

Section 17. Vehicles in the Cemetery. All laws governing motor vehicles are in effect on Cemetery property. In addition, the speed limit within the Cemetery is 15 mph. No vehicle shall ever be parked upon or driven over any grave, lot, lawn, or any land not deemed a roadway. Funeral processions have the right of way at all times.

Section 18. Firearms. Persons with firearms (other than law enforcement officials) will have permission to enter the Cemetery only when participating in military funerals or exercises.

Section 19. Alcohol. Alcoholic beverages are not permitted on the Cemetery grounds.

Section 20. Floral Regulations. Please obtain Floral Regulations from the Cemetery office.

FINAL DISPOSITION - GENERAL

We realize and understand the extreme amount of stress associated with losing a loved one. In an effort to communicate directly with the next of kin we ask families to visit the Cemetery prior to final disposition to discuss the details of our services with one of our staff members. We assume a great deal of responsibility when your family entrusts us with your loved one's final care and we want to carry out your exact wishes. Upon your visit, we will execute the proper paperwork giving us legal authorization to accept your loved one's remains for burial, discuss and give you information concerning burial rights, memorialization, service options, fees, floral policies, etc. This information will be of great benefit in helping alleviate any future concerns or post service stress. This visit is most helpful to our families and to the Cemetery.

Section 21. Warranty and Liability of Person Signing Interment Authorization. Pursuant to Indiana Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization, the identity of the person for whose remains interment, entombment or inurnment sought and the individual's authority to order final disposition. Moreover, the individual signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.

Section 22. Selection of Interment, Entombment or Inurnment Site. The Cemetery requires the next of kin and the lot owner of the deceased come in person to the Cemetery office to advise the Cemetery which location shall be opened for the pending interment, entombment or inurnment. The Cemetery, its agents and employees shall not be held responsible for any mistake or error occurring in carrying out a request for an order not submitted clearly in writing by a person authorized to place said order. Although the Cemetery may elect to accommodate a lot owner by acting on less formal methods and less reliable documentation, the Cemetery shall be entitled to refuse any instruction it feels may not be in the lot owners best interest.

Section 23. Absence of Written Instructions. In the absence of specific written instruction by the owner of interment, entombment or inurnment rights, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner's designated representatives the Cemetery may inter the remains of any person entitled to

interment therein, in any one of the unused spaces therein, so as not to delay the funeral; and the Cemetery, its agents and employees shall not be liable in any way.

Section 24. Prepayment of Charges. All at need products and services rendered by the Cemetery including, but not limited to interment, entombment and inurnment rights and fees, memorials, inscription, urns, flowers and outer burial containers must be paid in full 24 hours in advance of the interment, entombment or inurnment.

Section 25. Permit Required. Permits issued by the proper legal authority authorizing interment, entombment or inurnment must be delivered to the cemetery prior to final disposition of remains and will remain as a permanent record within the cemetery.

Section 26. Time of Funerals. The day and time for each interment, entombment or inurnment must be established at least 24 hours in advance. The cemetery reserves the right to schedule services at its discretion due to severe weather conditions or to avoid conflicts with other services.

Section 27. Overtime Charges. Overtime shall be charged for Committal Services, interments, entombments or inurnments held on Saturday, Sunday or Holidays.

Section 28. Services to be performed by Cemetery. All interments, entombments, inurnments, memorial installations and work of such nature will be performed by the Cemetery and its employees.

Section 29. Disinterment. Disinterment shall be permitted in accordance with Indiana statutes pertaining to the same. Remains may be removed from its place of interment, entombment or inurnment only upon the written request from the proper next of kin and lot owner on a form prepared by the Cemetery. Authority for disinterment may be made by a Court of Law. Disinterment will be performed only on weekdays and will be scheduled by the Cemetery.

Section 30. Movement of the Memorial for Interment. The Cemetery reserves the right to move memorials or monuments as deemed necessary to make an interment.

Section 31. Number of Remains per Space. The burial of one casketed remain or two cremated remains shall be permitted in a single burial space. Burials will not be permitted between spaces or in areas not specifically designated as burial spaces. The Cemetery retains the right to refuse cremated remains being placed with casketed entombments. Second right of interment, entombment or inurnment charges apply when placing more than one person in a space, crypt or niche.

Section 32. Outer Burial Container and Casket Required. Every interment shall be made in a casket and outer burial container. The outer burial container must be made of concrete or metal or any combination therein and must withstand a soil impact load sufficient in strength when 24" of soil cover rests between the top of the outer burial container and grass cover.

Section 33. Entombments; General. Each entombment must be made in a wooden or metallic casket and placed on a polystyrene tray. Human remains placed in an interior loaded crypt space must be embalmed.

BURIAL RIGHTS

Burial rights are subject to all conditions, restrictions, requirements and limitations contained in these Rules and Regulations as they may be amended from time to time, and by Indiana Code 23-14-39 and 40 , as amended from time to time.

Section 34. Burial Rights cannot be transferred or assigned without the written consent of the Cemetery.

Section 35. Burial rights sold are the sole and separate property of the person to whom they are granted in the instrument of grant. Owners of burial rights should be aware that they do not own a piece of real property. Instead, their burial rights are similar to an easement on real estate.

Section 36. No individual, group, company, or corporation may purchase burial rights solely for resale or speculation.

Section 37. A husband or wife of the owner has a right to burial on the lot if it contains more than one burial space.

Section 38. A second spouse of the owner has a vested right if more than one burial space remains unoccupied at the time of the second marriage.

Section 39. A owner of record cannot divest his or her spouse of such rights without the agreement of the spouse; however, a final divorce decree terminates such rights unless otherwise provided by such decree.

Section 40. One surviving joint owner has the right of burial in case of the death of the other, and all rights in the plot vest in the survivor, subject to the burial therein of the deceased. The survivor, however, must furnish the Cemetery with an affidavit as to the death, circumstances of survivors, and other pertinent facts.

Section 41. Spouses, as owners, are tenants by the entirety, and have equal control and survivorship rights.

Section 42. Ownership of burial rights does not automatically pass to heirs upon the death of the owner of record. Ownership may be transferred only in the following three situations. (1) The owner, during his lifetime, may transfer all rights and interest to any other person or persons, (2) By specific devise in their last will and testament, or (3) upon the death of the owner according to Indiana Code 23-14-41-3 but only if the lot has no burials on it. The plot is established as a family burial plot when a burial has been made

and cannot change ownership except under situations (1) and (2). All transfers must be recorded with the Cemetery to be valid.

Section 43. Persons having burial rights may waive same by a statement in writing to the Cemetery. Burial elsewhere waives such a right.

Section 44. In a family lot one grave may be used for the record owner's interment, and thereafter one for the surviving spouse of the record owner, and in those spaces remaining, if any, the parents and children of said deceased record owner in order of need may be interred without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving a deceased record owner, the right of interment therein shall go in order of need first, to the spouse of any child of said record owner and second, in order of need to the heirs at law of said owner as specified by the statutes of descent or the spouse of any such heir at law.

Section 45. Any surviving spouse, parent, child, or heir of the deceased record owner, having a right of interment as described in section 42 may waive such right in favor of any other relative of such record owner.

OUTER BURIAL CONTAINERS

Section 46. Every earth interment shall be made with an outer burial container constructed of steel reinforced concrete and interior plastic, marbelon or metal liner. No sectional containers will be permitted. No wooden outer burial containers are permitted. Outer Burial Containers that are permeable without a bottom or base allowing for natural decomposition are allowed in pre-determined areas of the cemetery as long as the construction requirements listed above have been met. All outer burial containers shall be installed at a sufficient depth to permit dirt and sod coverage with a minimum of 24 inches at the shallowest point or greater to withstand normal impact loads encountered in Cemeteries.

Section 47. Inurnment of cremated remains shall be made in an outer burial container manufactured of steel reinforced concrete, metal or a combination of both or marbelon plastic installed in accordance with the specifications set forth in section 46 above.

Section 48. Every infant interment shall be made in a pre-approved outer burial container. The Cemetery reserves the right to permit exceptions to this policy where the burial is to take place in specially designated babyland sections.

MEMORIALIZATION

Section 49. No monument, memorial, courtesy memorial, final date, non-floral decoration or object of any kind may be erected or placed on any place of interment, entombment or inurnment except as permitted by this article or other written floral and/or

memorial policy. No burial right owner or other person except the Cemetery (in the interest of uniformity, facilitation of maintenance, or other good cause) shall place, install, alter the surface, grade, or any other aspect of a place of interment, entombment or inurnment. Special requests for exceptions may be submitted to the Cemetery for authorization in its sole discretion. Comparable memorialization may be purchased from third parties but will ultimately be installed by the Cemetery.

Section 50. Fences or other enclosures around lots, spaces or other interment areas are prohibited.

Section 51. In each mausoleum or cremation columbarium niche, the size, construction, and method and content of each crypt plate or inscription must conform to the uniform specifications adopted by the Cemetery for each particular mausoleum or niche. Unless specifically authorized by the Cemetery, no other inscription or decoration of the visible surface of any crypt or niche will be permitted.

MEMORIALS

Section 52. For the purpose of maintaining uniformity of quality and appearance, memorials on lots or interment spaces are limited to flat bronze tablets, set flush with the turf, of such dimension, metallic content, design, finish and construction as approved by the Cemetery in writing prior to delivery for installation. All foundations shall be of a size, material and quality specified by the Cemetery.

Section 53. All memorials shall be set on uniform lines and shall be limited in number as required by the Cemetery to conform to the general plan for the Cemetery.

Section 54. All charges in connection with the installation of memorials and for the perpetual care thereof shall be the same to all, regardless of who furnishes the memorial. A schedule of such charges is maintained subject to inspection and copy at the usual place for transacting the regular business of the Cemetery. Such charges shall be reasonable, and shall be in such amounts as may be established from time to time. No memorial will be installed until such charges have been paid in full.

Section 55. Any person having a right of interment may have a memorial placed on a crypt or any available interment space in a lot (and may thereafter authorize its removal at any time); however, such placement does not constitute a reservation or give the person placing it any priority in obtaining a right of interment. If the space memorialized is used for a different person then the memorial previously placed shall be removed. A memorial may be placed for a deceased person following interment.

Section 56. All owners of an interment space, crypt or niche may authorize removal or alteration of a memorial thereon. In case of a double/companion memorial, the owners of both interment spaces affected must consent to removal. Upon removal of the remains from the interment, entombment or inurnment space, the Owner may authorize removal of the memorial.

Section 57. The Cemetery reserves the right to approve and install courtesy or non permanent memorials.

MONUMENTS

Section 58. Any Owner of a monument lot may authorize erection of a monument thereon, and such Owner may thereafter authorize inscription (in the place intended as shown on the approved plans), alteration or removal of such monument.

Section 59. Any Owner of a monument lot may authorize the repair, removal or replacement of a damaged monument.

Section 60. Monuments may only be erected on monument lots. For the purpose of maintaining uniformity of quality and appearance, the design, finish and construction of monuments must be approved by the Cemetery prior to deliver for installation. Approval of a monument by the Cemetery shall be based upon the durability and appropriateness of the design; without limiting the generality of the foregoing, the Cemetery may disapprove a nontraditional design or a monument of excessive scale if it determines that the aesthetic character of the area would be adversely affected, and any such determination shall be final.

Section 61. Generally, all work on the cemetery grounds is to be performed by the Cemetery. However there may be some instances where work will be performed by outside contractors. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from the Cemetery. All contractors must give notice to the Cemetery Office stating the kind of work to be performed in the Cemetery. All contractors performing work shall present and file at the Cemetery office a surety bond from a responsible insurance company authorized to do business in the State of Indiana, in an amount to be determined by the Cemetery, containing an automatic cancellation notice to Cemetery, guaranteeing to indemnify Cemetery or Owner for any damage caused to any lot or to the property of the Cemetery.

Additionally, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Indiana evidencing adequate coverage for public liability, property damage and Workmen Compensation. The Cemetery reserves the right to require an outside contractor to list it as an additional insured on some or all policies and to provide automatic cancellation notice to the Cemetery.

All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as performed by Cemetery employees for the same type of work. All work must be performed during normal business hours on weekdays. The Cemetery in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. No work

will be allowed to be left in an improper and unfinished state, and should such occur, Cemetery may complete or remove same, at the expense of the Owner or the contractor.

With the exception of veteran memorials, all memorials made of bronze shall contain not less than 87% copper, not less than 5% tin, not more than 5% zinc and not more than .6% lead, and not more than 2.5% for all other elements; provided that the zinc content shall, in every case, be less than the tin content. All monument dealers shall furnish to the Cemetery a contemporaneously dated certificate, supported by Affidavit from the manufacturer of said memorial and countersigned by the dealer that the memorial in question meets the standards of these Rules and Regulations. A blanket affidavit supplied by a manufacturer confirming that all bronze memorials supplied by such manufacturer meets the standards of these Rules and Regulations shall satisfy the requirements of this rule. Each casting shall be true, free from all weakening defects of any character and also free from minor defects and imperfections which would be visible from a distance of three (3) feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted. All letters, numerals, ornamentation and insignia must be hand chased, finely buffed and highlighted.

All bronze memorials shall be installed on a rectangular granite foundation. Granite bases shall be of the same quality as that of upright monuments. Granite must be 4" wider and 4" longer, minimum, than the bronze plaque providing a granite border of 2" minimum on all sides of the bronze plaque. The base must have a sawed bottom and shall be fabricated from sawed granite slab and the top must be polished. Anchor lug holes must be cut through the granite, having a minimum diameter of 5/8" and a maximum diameter of 7/8". Granite bases which are cracked, chipped, broken or in any other damaged condition at installation must be replaced by the supplier.

Section 62. The Cemetery allows for memorial benches of which the design, color, inscription, location and size must be approved by the Cemetery prior to purchase and installation.

CREMATION

Section 63. Cremated remains in the Cemetery's possession and for which no final arrangements have been made, will be inurned in a common crypt designated for unclaimed Cremated Remains. At the time of this inurnment, current inurnment charges will be applied. If the remains are later claimed, this charge will be collected as well as current charges for disinterment from the urn crypt and re-inurnment in their final resting place.

Section 64. The Cemetery reserves the right to place all inscriptions on all niche fronts to insure continuity.

Section 65. The Cemetery does not permit the placement of cremorials where access to the cremated remains are accessible from the top of the memorial.

Section 66. The capacity of each niche is designated at the time of purchase and may vary from columbarium to columbarium. Certain urn restrictions apply to glass front niche space.

DISINTERMENTS

Section 67. The Cemetery reserves the right to require the following signatures of consent prior to granting permission for any disinterment or removal:

- A. Spouse of the deceased
- B. All children of the deceased
- C. All parents of the deceased
- D. Lot owner(s) of the present burial location
- E. Person(s) who provided written authorization for the original burial

If the Cemetery is unable to obtain signed authorizations, no disinterment or removal shall be made without a judgment from a Court of Law. Under certain circumstances additional documents and procedures are necessary for compliance with State Laws regarding disinterments.

Section 68. The Cemetery will exercise all reasonable precautions in making a disinterment, but will assume no liability for damage to any casket, crypt, outer burial container, urn, niche, memorial or monument in making such a removal.

Section 69. The Cemetery reserves the right to require a minimum of one week prior notice of any disinterment or removal and subsequent re-interment within the Cemetery. A minimum of two months notice is required when re-interment takes place outside of the Cemetery.

RECLAMATION

Section 70. The Cemetery reserves the right, under certain conditions, notifications and procedures set forth by the Laws of Indiana, to reclaim unused and inactive burial rights.

CONCLUSION

All prior Rules and Regulations shall be deemed to be amended and superseded by the foregoing.

Please visit the Cemetery Office for a copy of the Floral Policies and/or Memorial Restrictions that apply to the Cemetery.

May 20, 2010

