

**DISTRICT OF KITIMAT**  
**MUNICIPAL CEMETERY & MAUSOLEUM**  
**INTERMENT RIGHT CONTRACT**



270 City Centre  
KITIMAT BC V8C 2H7

This **PURCHASE AGREEMENT** is entered into between (the District of Kitimat) and the undersigned **Purchaser** named herein

Ph. 250-632-8900 Fax: 250-632-4995

e-mail: [engineering@kitimat.ca](mailto:engineering@kitimat.ca)

**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>
<b>LAST ADDRESS OF DECEASED:</b>		
<b>DATE OF DEATH:</b>	<b>PLACE OF DEATH:</b>	<b>RESIDENT:</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>LOT:</b>	<b>PLOT :</b>	<b>CRYPT:</b>	<b>NICHE:</b>
<b>DAY &amp; DATE OF INTERMENT:</b>				
<input type="checkbox"/> <b>GRAVESIDE SERVICE:</b> All services shall be conducted at the gravesite commencing at: _____.				
<input type="checkbox"/> <b>OFF-SITE SERVICE:</b> A service will precede interment at (location): _____ @ _____ (time) Estimated arrival at Cemetery for the interment is: _____ (time)				
<b>NOTE: Arrival at Cemetery after 2:00p.m. may be subject to overtime charges</b>				

**FEES:**

<b>REGULAR CEMETERY</b>	<b>MAUSOLEUM</b>
Interment Plot	Entombment Fee
Liner	Remove/Reinstall Shutter
Interment Fee	Attach Shutter Items
Tablet Installation	Other (Overtime)
Reserve Plot	
Concrete Base	
Other (Overtime)	
Total Amount Paid	Total Amount Paid

**PAYMENT TERMS:** Payment in full is required at the time of entering into this agreement.

In the event that the above sum shall not be paid as above stated, I hereby agree to indemnify and save harmless the Municipality from any and all loss or expense whatsoever, caused by, arising out or resulting in any from my failure to pay the above mentioned amount, including legal fees incurred by the Municipality in collecting the above mentioned sum, or any part thereof.

**PAYMENT METHOD:**     **Credit Card**     **Cash**     **Debit**     **Cheque**     **Other (specify)**

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

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

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

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

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

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

\_\_\_\_\_  
Interment Permit No.

\_\_\_\_\_  
Plot, Crypt or Niche No.

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

### REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, the **Kitimat Municipal Cemetery** cannot proceed with the interment of a deceased 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 Kitimat Municipal 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. or such reclamation regulation or legislation as may be enacted in the future.

### 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 **Kitimat Municipal 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 the **Kitimat Municipal Cemetery**.

### CANCELLATION & REFUNDS:

**TO CANCEL**, you must provide a written notice of cancellation. The notice must be forwarded to **the District of Kitimat at 270 City Centre, KITIMAT, BC V08 2H7**. 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 ONLY:** 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 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 **Kitimat Municipal 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 the **Kitimat Municipal 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 **Kitimat Municipal 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 **Kitimat Municipal 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.
- **The Kitimat Municipal 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** \_\_\_\_\_