



File No.:

**SCHEDULE 'B'
INTERMENT RIGHT CONTRACT
CEMETERY BYLAW 1565**

This Purchase Agreement is entered into between the Town of Smithers and the undersigned Purchaser and/or Legally Authorized Representative of a deceased person named herein.

Bill To:

DATE: _____

| DECEASED | |
|-------------------------------|----------------|
| Name of Deceased: | Date of Death: |
| Civic Address Prior to Death: | Age: |
| Place of Birth: | Sex: |

| PURCHASER | |
|---------------------------|--------|
| Name: | Phone: |
| Address: | |
| Relationship to deceased: | Email: |

INTERMENT PARTICULARS

| STANDARD PLOT | CREMATION PLOT | COLUMBARIUM NICHE |
|---------------|----------------|-------------------|
| Block: | Block: | Unit: |
| Plot: | Plot: | Niche Number: |
| Upper/Lower: | Position: | |

Date of Interment: _____
 Service start time: _____

TICK if reserve only.

| | | |
|-------------------|--------|-------|
| HEADSTONE INSTALL | Block: | Plot: |
| | Notes: | |

FEES (Pursuant to Schedule 'I' Bylaw 1886 Fees and Charges)

| PURCHASES | |
|----------------|----|
| Plot | \$ |
| Cremation Plot | \$ |
| Niche | \$ |

| SERVICES | |
|-----------------------|----|
| Open/Close | \$ |
| Extra Charge | \$ |
| Memorial Installation | \$ |
| Other | \$ |

| | |
|-------------------|----|
| Subtotal: | \$ |
| GST (5%) | \$ |
| TOTAL DUE: | \$ |

Signature of Purchaser/Authorized Person

Signature for Town of Smithers

Date of Agreement Execution

INTERMENT RIGHTS

Interment rights have a legal, perpetual status. Purchasers or assignee holders of Interment rights are advised to record in writing, preferably within the context of a Will or notarized document, the person(s) who shall – upon the purchaser's or assignee's death – be entitled to use and/or exercise control over the interment rights that are registered in their name. The Town must give a copy of the completed Interment Rights Contract to the applicant within 15 days of signing.

RECLAMATION OF UNUSED INTERMENT RIGHTS

The Smithers 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 Services Act of BC or such reclamation regulation or legislation as may be enacted in the future.

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 are subject to the bylaws, rules and regulations of the cemetery as may be currently in effect or from time-to-time amended by the Smithers Cemetery.

GOVERNING LEGISLATION

This is an agreement to which the Business Practices and Consumer Protection Act and the Cremation, Interment and Funeral Services Act of BC and related Regulations apply.

ASSIGNMENT

Upon written notice provided by the Purchaser or the Legal Representative of a Deceased Purchaser and payment in full of the current Plot Transfer Fee set out in the Cemetery's Schedule "A" under this agreement may, in whole or in part, be assigned to another person.

CANCELLATION & REFUNDS

TO CANCEL this contract, you must give written notice of cancellation at the address in the contract – Box 879, 1027 Aldous Street. You must give notice by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. A refund of the total purchase price will occur if cancelled within 48 hours (2 days) of signing. Requests for a refund received after 48 hours will be the total purchase price minus the Care Fund amount. The notice of cancellation must arrive within the required time frame or show proof that it was sent within that time.

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

- The Purchaser, by signing this agreement, acknowledges and gives their permission to the Smithers 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 the Smithers 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 ob
- serve that the provision, use and maintenance as applicable covered in this agreement together with 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 Smithers 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 display of normally unauthorized items may be permitted 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 7 calendar days, after which the items will be removed without prior notice.

PURCHASER'S INITIALS _____