

Schedule "B"

OKANAGAN FALLS CEMETERY
 Okanagan Falls, B.C.

 101 Martin Street, Penticton, British Columbia V2A 5J9
 Tel: 250.492.0237 Fax: 250.492.0063
 Toll Free: 877.610.3737
 Email: Info@rdos.bc.ca

RIGHT OF INTERMENT (PLOT RESERVATION LICENSE)
PLOT HOLDER/PURCHASER:

 Name: _____
 Address: _____
 City/Province: _____
 Email Address: _____
 Telephone: _____

EXECUTOR/NEXT OF KIN

 Name: _____
 Address: _____
 City/Province: _____
 Email Address: _____
 Telephone: _____
 Relationship to Deceased: _____

INTERMENT INFORMATION

 Name of Person: _____
 Date of Interment: _____ Time: _____
 Cemetery Plot No. _____

FORM OF BURIAL

 Human Remains ☐
 Cremated Remains ☐

IN CONSIDERATION of payment by the Applicant to the RDOS of applicable fees and charges provided for in the RDOS's Fees & Charges Bylaw, and set out below, the RDOS hereby grants a license to the Applicant to use the plot space for the purpose of interment of the human remains or cremated remains of the individual names about the (the License), such License being subject to the terms and conditions contained in this License and to the provisions of the Bylaw and the "Cremation, Interment and Funeral Services Act".

The Applicant acknowledges and agrees to the terms and conditions as follows:

The permit is conditional upon the Applicant complying in all aspects with the terms and conditions of the Bylaw and conditions of the Bylaw and the *Cremation, Interment and Funeral Services Act*.

1. Failure by the applicant to so comply will entitle the RDOS to either correct the failure at the Applicant's cost or, where interment in the plot has not yet occurred, revoke this permit upon repayment to the Applicant of the Total Fees and Charges paid pursuant to the Permit.
2. This permit may not be transferred or assigned and changes to the same may only be made with the prior written authorization of the Finance Manager.
3. Terms and Conditions of Right of Interment Contract are listed on the reverse of contract, and form part of this contract.
4. Cemetery Reserve Fund Bylaw allocation details listed on the reverse of contract.
5. Control of disposition as outlined within the *Cremation, Interment and Funeral Services Act*, listed on the reverse of contract.

FEE AMOUNTS:
Right of Interment Okanagan Falls Resident:

	Burial Plot	Cremation Plot
Plot Fee	\$ 742.00	\$ 247.00
Cemetery Reserve Fund allocation	\$ 248.00	\$ 83.00
Total:	\$ 990.00	\$ 330.00

FEES:

\$ -
\$ -
Total:

Right of Interment Non-Okanagan Falls Resident:

Plot Fee	\$ 1,399.00	\$ 560.00
Cemetery Reserve Fund allocation	\$ 476.00	\$ 190.00
Total:	\$ 1,875.00	\$ 750.00

\$ -
\$ -
Total:

Opening/Closing fee: \$ 1,000.00 \$ 250.00

Memorial Marker Installation:

Installation fee	\$ 100.00	\$ 100.00
Cemetery Reserve Fund allocation	\$ 10.00	\$ 10.00
Total:	\$ 110.00	\$ 110.00

\$ -

\$ -
\$ -
Total:

Grave Liner fee: (not optional)

\$ 460.00

Urn Vault fee: (optional)

Regular \$135 XLarge \$200

Other fee: (Interment outside Regular Business Hours)

\$ 250.00

\$ -
\$ -
\$ -

\$

OFFICE USE ONLY:

 Transfer reserve fund:
 allocation from
 1-1-8960-4100
 to Cemetery Reserve Fund
 1-4-0000-7771.
Date Completed: _____

**Special Religious Considerations
around Bylaw No. 2877, 2020**

Require Prior to Interment:
 Notification of Disposition
 (Burial/Cremation Permit)

Full payment is due and payable immediately.

 Cash o Cheque o Debit o
 Visa o MasterCard o

Sub Total	\$ -
GST(5%)	\$ -
TOTAL	\$ -

Receipt Number(s) _____

Dated the ____ **day of** _____, _____

Issued By _____

Signature of Applicant _____

TERMS AND CONDITIONS OF RIGHT OF INTERMENT CONTRACT

CONDITIONS AND REGULATIONS

1. Interment in such grave or lot shall be subject to the bylaws of said Cemetery, both those endorsed hereon and all other now in force hereinafter prescribed (to all of which the Purchaser or Guarantor agrees in completing the order).
2. Arrangements for burial must be made at the Cemetery Office by the person who has the right of control of the disposition of human remains or cremated remains.
3. No Interment shall be made in the Cemetery except on presentation of a permit, nor shall the remains of a deceased person be accepted for burial or other disposal except upon presentation of the Burial Permit and Acknowledgement of Death of the deceased, issued by a Registrar of Births, Deaths and Marriage, or by other official under the provisions of the Vital Statistics Act and Regulations.
4. No said assignment or transfer of graves, lots or of rights of interment therein shall be made without the written consent of the Cemetery. Such transactions shall not be recognized unless and until recorded on the Cemetery Books and the payment of such fees prescribed for amending the Records of the Cemetery.
5. Until an interment has been made in a grave an assignment or transfer of interment rights therein may be made by the registered hold, subject to the Rules and Regulations of the Cemetery. After an interment has been made in a grave, or lot, no assignment or transfer of any right therein may be made or will be recognized by the Cemetery.
6. All interments, disinterment and removals including all openings and closing of graves shall be made only by the Cemetery.
7. To adequately provide for the "care" of the Cemetery, full burial interments must have a grave liner, as applicable to the particular area and built to specifications of the Cemetery.
8. In consideration of any multiple burial privileges which may be granted by the Cemetery for lots in certain designated area, burial of remains will only be allowed as specified in the bylaw.
9. Flat memorials (flush with the ground) are only allowed as specified in the bylaw. While the lot holder is entirely free in selecting the supplier and material of the memorial, the size must conform to the bylaw of the Cemetery, especially as applicable to the particular area, and the Cemetery reserves to itself the placement or removal of any and all memorials.
10. No marker or memorial privileges shall be allowed until graves, lots or liners and all other charges are fully paid including the setting and installation charges for the memorial and the additional contribution to the Care Fund for the extra costs involved in maintaining the grave (maintenance of memorial is not included).
11. All improvements, alterations or embellishments of lots in the Cemetery shall be under the direction of the Cemetery and should any be made without its written consent the Cemetery reserves the right to remove, alter or change such improvements, alterations or embellishments at the expense of the lot holder. The Cemetery reserve the right to remove anything which is unsightly, dangerous or impedes the progress of "Care"
12. The planting of trees, shrubs or plants of any kind will not be allowed at any time on said grave or lot and the placing of flowers, fresh or artificial , on graves shall be subject to the conditions set out in the bylaw.
Artificial flowers are not permitted on graves during the grass cutting season.
13. This contract can be cancelled by the Purchaser or a personal representative of the purchaser within fifteen (15) days of the date the contract was made. If said contract is cancelled within the said 15 day period a full refund will be made.
14. If the contract needs to be cancelled after the fifteen (15) day period has elapsed, a cancellation letter must be received by the seller written by the purchaser or a personal representative of the purchaser and a refund of 80 percent of the money paid.
15. (1) The Cemetery may sell a right of interment for a lot that has been sold previously, with the prior approval of the Director of the BPCPA, only if:
 - a. The Purchaser is at least 90 years of age or, if living, would be at least 90 year 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 Cemetery sent a notice of its intention to resell the right of interment to the last know address of the Purchaser, and the Cemetery has not received a response from the Purchaser and
 - d. the Cemetery has made diligent attempts to contact the Purchaser but is not able to locate them.
 (2) If a right of interment is resold in the circumstances described in section (1) above, and the Purchaser requires the use of the lot, the Cemetery must provide another right of interment of equal or greater value that is acceptable to the Purchaser or a personal representative of the purchaser.
16. "Taxpayer" means a Taxpayer to the Okanagan Falls Irrigation District