

BERGLAND CEMETERY CONTRACT

CEMETERY INFORMATION

Name of Cemetery Operator: The Corporation of the Township of Lake of the Woods
Name of Cemetery Bergland Cemetery
Business Name of Cemetery: Bergland Cemetery
Mailing address and telephone number: PO Box 427 Rainy River ON P0W 1L0 807 852-3529

LICENSE INFORMATION

Cemetery operator license #: **3348270-1**
Cemetery site #: **03573**

CONTRACT INFORMATION

Contract Reference #: _____
Date contract issued:
Contract negotiated by: Name & license #: Patrick W Giles

PURCHASER INFORMATION

Name
Address
Municipality
Province
Postal Code
Telephone
Purchaser's relationship to the Recipient

RECIPIENT #1: INFORMATION

Name
Address
Municipality
Province
Postal Code
Telephone
Date of birth
Place of Birth

RECIPIENT #2: INFORMATION

Name
Address
Municipality
Province
Postal Code
Telephone
Date of birth
Place of birth

This contract is between the purchaser:

AND

The cemetery operator: **Bergland Cemetery**

Concerning cemetery Interment Rights for the Recipient(s) as identified in this contract

The purchaser (if different than the recipients) represents being legally authorized or charged with the responsibility for the recipient(s) cemetery Interment Rights and cemetery Pre-Paid supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, heirs, executors, administrators, successors, and assigns.

ITEMS PURCHASED:

| <u>Interment Rights (description):</u> | Type of Grave | Area | Location | Purchase Price |
|---|---------------------------|-----------|-------------|----------------|
| Bergland Cemetery | 1 single depth grave | 3.71 sq/m | | |
| <u>Cemetery at-need services (description):</u> Interment | Type | Quantity | Location | Purchase Price |
| Traditional | Casket | | | |
| Sub-Total: | | | | |
| Deposit: | | | | |
| Memorialization: | | | Size | |
| Interments Rights included: | One full size traditional | | | |
| Contract Total: | | | | |

Contract Terms and Conditions

If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract cancel this contract for a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the Cemetery By-laws is required for interments, cremation, entombments, dis-interments, dis-entombments, and the placement of markers, monuments, inscriptions or ceramic photos.

Resale of Interment or Scattering Rights after 30 Day Cooling-Off Period:

- Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

Price for Resale of Interment or Scattering Rights:

The purchaser or interment rights holder cannot sell their Interment Rights for more than the current value on the Cemetery Price List.

Requirements for resale of interment rights or scattering rights

- The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the

ownership of the rights and provide the third party purchaser with a the required certificate etc.:

1. an interment or scattering rights certificate endorsed by the current rights holder
2. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
3. if the resale involves scattering rights, a written statement of the number of scatterings rights
4. any other documentation in the interment or scattering rights holder(s) possession relating to the rights

Subdivision of Interment Rights: No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

Interment Right full payment must be made to the cemetery before memorialization can place.

Payment must be made to the cemetery before a burial can place.

An Interment Rights Certificate will not be issued until the Interment Right has been paid in full.

Memorialization:

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

- | | |
|--|----------|
| (a) In the case of installing a flat marker measuring less than 1,116.3 sq.m. (173 sq.in.) | \$0.00 |
| (b) In the case of installing a flat marker measuring over 1,116.3 sq.m. (173 sq.in.) | \$50.00 |
| (c) In the case of installing an upright monument measuring more than 1.22 m. (4 ft.) Or less in height or length, including the base | \$100.00 |
| (d) In case of installing an upright monument measuring more than 1.22m. (4 ft.) either In height or length, including the base | \$200.00 |

Rights Holder(s) Request to Remove Memorialization: A marker, monument, or memorialization purchased by anyone other than the Rights Holder(s) may be removed by the cemetery staff on he written request of the Rights Holder(s).

Causes Beyond The Cemetery / Crematorium Owner Control: The Cemetery Owner cannot be responsible if prevented from carrying out this Contract from causes beyond its control.

PAYMENT TERMS

The cemetery by-laws require payment in full before a burial can take place or memorialization can be erected or set.

Cancellation of Contract within 30 days

- A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Contract after 30 Days

- Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Privacy Policy

Personal Information: The Purchaser acknowledges and provides consent to permit The Corporation of the Township of Dawson to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the crematorium public register. The Purchaser also understands that (company name) does not rent or sell personal information to third party organizations.

Consumer Information Guide and Crematorium Price List: By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government’s Consumer information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

{ } I hereby acknowledge I have been offered and/or received a copy of the Ontario Consumer Information Guide and the Cemetery Price List.

I have reviewed the Contract’s Terms and conditions and hereby confirm that the Interment Rights, and specified in this Contract (including the attached Payment Schedule, if applicable) are complete and correct. I direct the Owner to proceed with the Interment Right(s), as identified in the Contract in accordance with the Cemetery By-laws which are now or at any time hereafter in force.

{ } I hereby acknowledge I have received and reviewed a copy of the Cemetery’s By-laws.

The Terms and Conditions set out in this Contract expire on 7 days unless executed by the Purchaser and the Owner. The Contract Date set out below is the date on which this Contract is accepted by the Owner.

I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the Total Contract Amount to the Owner in accordance with the Contract’s Terms and Conditions.

Purchaser: _____ Date: _____

Accepted on behalf of the Owner by:

Licensee Name: PATRICK W GILES License #: _____

Licensee Signature: _____