



# LOT HOLDER'S AGREEMENT

To the Manager of \_\_\_\_\_ Cemetery

Application is hereby made for permission to install a memorial and for you to construct a foundation as necessary, on the reverse of this application. Permission is requested for the memorialist who signs this application to furnish the memorial and / or related work in accordance with rules and regulations of the cemetery. **Application should be submitted for approval prior to any work being started, so that there is no question concerning the acceptance of the memorial. All applications must be submitted for approval at least thirty (30) working days prior to delivery.**

THIS MEMORIAL WILL HAVE AN ETCHED CHRISTIAN SYMBOL ON IT IN A PROMINENT POSITION AND IT WILL NOT HAVE ON IT ANY EMBLEM, INSIGNIA OR INSCRIPTION INCONSISTENT WITH ROMAN CATHOLIC DOCTRINE AND PRACTICE.

IT IS UNDERSTOOD THAT ALL MEMORIAL WORK IS SUBJECT TO ALL THE RULES OF THE CEMETERY IN ANY WAY AFFECTING MONUMENTS, MARKERS, OR ANY OTHER STRUCTURES OR MEMORIALS, THEIR MANUFACTURE, LOCATION, CARE, INSTALLATION, REMOVAL OR IN ANY OTHER REGARD, SUBJECT TO ALL OTHER RULES AND REGULATIONS OF THE CEMETERY NOW IN FORCE OR HEREAFTER ADOPTED.

**This memorial is sole property of the lot holder. The cemetery is not responsible for vandalism, theft or damage to this memorial. It is advisable to have it covered by insurance.**

The undersigned has approved and accepted the Specifications as noted above on the reverse of this application together with any limitations or guarantees that may be applicable.

Should any memorial, in the opinion of the Cemetery Manager become unsightly, dilapidated or dangerous to visitors, it is understood that the Cemetery shall have the right either to correct the condition or to remove the same at the expense of the lot holder or his or her heirs, after giving due notice in writing to the last known address of the lot holder on file in the cemetery office.

**The undersigned, who represents that he, she, or they, is or are the sole and exclusive holder or holders of the right of burial in the grave or lot described herein authorizes and requests the Cemetery Manager of the above mentioned cemetery to permit the installation of the memorial as described on this application, the construction of a foundation, if necessary, or related work as specified, and does hereby agree to all the terms, conditions and other provisions as set forth on both sides of this application.**

\_\_\_\_\_  
SIGNATURE OF LOT HOLDER. ADDRESS ZIP CODE

\_\_\_\_\_  
SIGNATURE OF HEIR(S). State relationship to original lot holder. Use additional pages as necessary. ADDRESS ZIP CODE

\_\_\_\_\_  
SIGNATURE OF AGENT. Furnish authorization in writing. ADDRESS ZIP CODE

**In the event of this application being signed by an agent of the lot holder the agent agrees to inform the lot holder of the provisions of this agreement and the rules and regulations of the Cemetery governing memorial work. (If the original lot holder is deceased, heirship or right of interest must first be established by affidavit before this application will be accepted, except in behalf of spouse or children.)**

## MEMORIALIST AGREEMENT

I certify that I have been authorized by the person making this application to prepare a memorial and / or perform certain related work in accordance with the location, specifications, and sketch as outlined on page 1 of this agreement.

I certify that this memorial is made entirely of first-grade material and guaranteed by me to be free from all flaws, defects and that the workmanship on said memorial will be of the highest standard.

I hereby agree to abide by the rules and regulations of this Cemetery now in force or hereafter adopted, in the installation of the memorial work in the above-mentioned Cemetery, and further agree that, if in the opinion of the Cemetery Manager should the completed memorial not comply with said rules and regulations, it will, at the request of the Cemetery Manager of the Cemetery, be removed by me within three days of such request, without cost to the Cemetery or the Lot Holder.

The undersigned further agrees to hold the Cemetery free from any liability whatsoever for damage to the memorial that may result from the installation of said memorial, before, during or after the setting of said memorial.

I hereby agree to pay for any damage to lots, graves, walks, trees, shrubs, memorials, etc. during the transportation and setting of this memorial.

I hereby agree to indemnify, defend and save harmless the Cemetery upon, or from, any and all claims, demands, or alleged causes of action arising by reason of the installation or lettering of said memorial.

No memorial, once installed may be removed from the Cemetery without first notifying the Cemetery, and then only with the permission of the lot holder or court order.

No tools, equipment, structure, etc., required in the installation of the Memorial may be left overnight in the Cemetery without the written permission of the Cemetery Manager of the Cemetery.

Acceptance of this permit by the Cemetery, and payment for foundation and other charges does not constitute complete approval of this application. This application is accepted with the condition that the memorial is subject to the final inspection of the Cemetery Manager. Should this memorial in the judgment of the Cemetery Manager not comply in full with the furnished specifications, the Memorial must be brought into conformity with the rules and regulations of the cemetery or be removed from the lot by the Memorialist at the request of the Cemetery Manager within three days of such request.

Memorialist Name \_\_\_\_\_ Signature of Memorialist or Agent \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

**A COPY OF APPROVED APPLICATIONS FOR LETTERING AND OTHER RELATED WORK MUST BE ON THE PERSON OF THE PARTY PERFORMING SUCH WORK.**