



CEMETERY SERVICES CONTRACT

**THE CORPORATION OF THE TOWNSHIP OF
MANITOUWADGE**

1 Mississauga Drive, Manitouwadge, ON P0T 2C0
Telephone: (807) 826-3227 Fax: (807) 826-4592

Interment Rights Certificate # _____ Date Issued _____
 Interment Rights Transfer# _____ Date Issued _____

	INTERMENT RIGHTS HOLDER	INTERMENT RIGHTS HOLDER
NAME		
ADDRESS		
PHONE NUMBER		
RELATION TO DECEASED		

PURCHASER	(If different from above)
NAME:	
ADDRESS:	
PHONE NUMBER:	
RELATION TO DECEASED:	

DECEASED INFORMATION			
NAME	LAST	FIRST	MIDDLE
DATE OF DEATH	DAY	MONTH	YEAR
INTERMENT TIME:	TIME	MONTH/DAY	YEAR

Interment Rights for: **Lot(s):** _____ **Section:** _____
Manitouwadge Cemetery Site #: 04130

INTERMENT RIGHTS CHARGES				
Lot/Grave Interment Rights Purchase	Price	*Care & Maintenance	HST	Total
Lot Resident Capacity: 1 non-cremated remains, then up to 4 cremated remains (10' x 5')	\$200.00	\$290.00	\$63.70	\$553.70
Lot Non Resident Capacity: 1 non-cremated remains, then up to 4 cremated remains (10' x 5')	\$400.00	\$290.00	\$89.70	\$779.70

INTERMENT SERVICES CHARGES			
Interment Type Purchase	Price	HST	Total
Full Adult, Weekdays	\$400.00	\$52.00	\$452.00
Full Infant/Child, Weekdays	\$150.00	\$19.50	\$169.50
Full Adult, Saturday	\$550.00	\$71.50	\$621.50
Full Infant/Child, Saturday	\$250.00	\$32.50	\$282.50
Cremation, Adult or Infant/child, Weekdays	\$150.00	\$19.50	\$169.50
Cremation, Adult or Infant/child, Saturday	\$250.00	\$32.50	\$282.50
Other Interment Charges and Services			
Interment Rights Transfer	\$25.00	\$3.25	\$28.25
License Fee (Burial Permit)	\$10.00	No HST	\$10.00
TOTAL CHARGES			

ADDITIONAL MEMBERS RESERVED		(Applies to cremation only)
NAME	RELATION	

MARKERS/MONUMENTS

Lot Location: _____ Lot Size: _____

Marker Type: _____ Maximum Marker: _____

*Care and Maintenance Fund Contribution for Interment Rights is determined by provincial legislation, O. Reg. 30/11 s.168.

** Non-Resident shall mean a person who does not own property or reside in the Township of Manitowadge.

This Cemetery Services Contract is between The Corporation of the Township of Manitowadge and

Concerning this Cemetery Services Contract:

The Purchaser, if different from the Interment Rights Holder, represents being legally authorized or charged with the financial responsibility for the Cemetery Services as specified in this Contract. This Contract shall be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CONDITIONS OF CEMETERY SERVICES CONTRACT

General

1. Payment in full is required prior to the commencement of any services contained in this Contract. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan. Interest on any outstanding amounts shall be charged at 1 ¼ % monthly, as per Municipal procedure.
2. The Interment Rights Holder owns the rights and maintains the responsibility for all Interment and Marker activity at the grave or lot to which they owns the rights. The Purchaser, if different from the Interment Rights Holder, shall obtain authorization from the Interment Rights Holder prior to entering into this Contract for any Cemetery service. The Purchaser shall assume all the financial responsibility for this Contract.
3. The contribution to the Care and Maintenance Trust Fund on the purchase of lots shall be as follows: \$250.00.

Interment/Disinterment

- 1) No person shall cause or permit an interment to take place without:
 - a) prior written approval from the Municipality;
 - b) a Certificate of Interment Rights having been issued for the grave or lot subject to the interment and;
 - c) after the Interment Rights Holder identified in the Certificate of Interment Rights has authorized the interment of the human remains therein.
2. Only the Municipality may conduct an interment or a disinterment.
3. Prior to the exercise of any Interment Rights, a Burial Permit or the original Certificate of Cremation shall be provided to the Municipality.
4. All interments shall be conducted in accordance with the Cemetery By-Law, the Funeral, Burial and Cremation Services Act, 2002, (FBCSA) as may be amended and all regulations adopted there under.
5. A duly executed Cemetery Services Contract and payment in full is required at least two working days (48 hours) prior to an interment.
6. No interment shall be conducted on a Sunday, and no interment shall commence before 9:00 a.m. or after 3:00 p.m., local time, unless required by law or Order.
7. The Municipality reserves the right to deny interments in lots that are not in a natural state.

Caps or Surrounds

1. Any structure that is intended to surround, enclose or cap any lot is prohibited and shall be removed at the expense of the Interment Rights Holder, without further notice to the Interment Rights Holder.
2. The Municipality shall not be responsible for any damages to a surround or for the restoration of any surround or its interior for any reason.

Markers

1. Authorization from the Municipality to place or remove a Marker may be provided:
 - a) upon the completion of a Cemetery Marker Contract and;
 - b) payment in full
2. Only the Interment Rights Holder may request the placement or removal of a Marker on a lot or grave and may complete the Cemetery Marker Contract.
3. The Interment Rights Holder assumes responsibility for all Marker activity at the grave or lot to which they owns the rights.

Cancellation of Contract

1. Grave/Lot Interment Rights – No interments to date:

Within thirty (30) days of the signing of the Contract for Lot /Grave Interment Rights and where the Interment Rights have not yet been exercised by the Interment Rights Holder, the Purchaser may, in writing to the Municipality, cancel the Contract and the Purchaser shall receive a full refund.

Following the 30 day cancellation period noted above, cancellation of the Contract is not permitted. However, an Interment Rights Holder may re-sell unused Interment Rights to the Municipality. The Municipality shall refund the Interment Rights Holder the current market value, as specified in the current Cemetery Tariff of Rates, less amounts paid into the Care and Maintenance Fund at the time of the original purchase.

The sale of unused Interment Rights to any other person, organization or body by a Purchaser or an Interment Rights Holder is not permitted.

2. Interment Related Services:

Within thirty (30) days of the signing of the Contract for Interment related services, and upon giving the Municipality written notice, the Purchaser may cancel the Contract and receive a refund in full.

In the case where the Municipality has not received the sufficient notice to cancel the work and work has been performed, the Purchaser may within thirty (30) days of the signing of the Contract, cancel the Contract and shall be refunded in full for any work not yet performed.

Re-Sale of Interment Rights to Municipality and Transfer of Interment Rights

1. The re-sale of Interment Rights to a person, body or corporation other than the Municipality by the Interment Rights Holder is strictly prohibited.
2. Providing no Interment Rights have been exercised, the Interment Rights Holder may request in writing, the re-purchase of the Interment Rights by the Municipality at any time after the initial 30 day cancellation of the contract period. The re-purchase price shall be equal to the current market value as indicated on the current Cemetery Tariff of Rates, less the amount paid into the Care & Maintenance Trust Fund.
3. Should the Interment Rights Holder wish to transfer Interment Rights (a gift made without consideration) they shall return the original Certificate of Interment Rights to the Municipality. The Municipality shall issue a Certificate of Interment Rights Transfer upon payment of the Administration fee.

Privacy

The Interment Rights Holder/Purchaser acknowledges and provides consent to permit the Township of Manitowadge to collect, use and disclose their personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the Cemetery/Crematorium public register. The Purchaser acknowledges that the Township of Manitowadge does not rent or sell their personal information to third party organizations.

Consumer Information Guide, Cemetery By-Law, Cemetery Tariff of Rates

- ___ (Initial here) I have received and reviewed a copy of the Cemetery By-Law.
- ___ (Initial here) I have read and understood the conditions for Cemetery Services.
- ___ (Initial here) I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Tariff of Rates.

- I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract's terms and conditions.

_____ Signature of Interment Rights Holder

_____ Date

_____ Signature of Municipal Representative

_____ Date