

RIGHT OF INTERMENT APPLICATION (RESERVATION)

Contract agreement made (date) ____

to be completed by each person reserving a plot/niche in the cemetery

PURCHASER/RIGHTS HOLDER:

Full Name:					
Also Known As: _					
Street Address:					
Mailing Address:					
City/Prov/Postal	l Code:				
Date of Birth:		Place of Birth:			
Marital status:		Maiden name:			
Resident	Non Resident	email:			
RESERVEE #1 (if	f different that Purchaser/I	<u> Kights Holder)</u>			
Full Name:					
Also Known As: _					
Street Address:					
City/Prov/Postal	l Code:				
		Place of Birth:			
Marital status:		Maiden name:			
Resident	Non Resident	email:			
RESERVEE #2					
Full Name:					
Also Known As: _					
Street Address:					
City/Prov/Postal	l Code:				
Date of Birth:		Place of Birth:			
Marital status:		Maiden name:			
Resident	Non Resident	email:			

If additional Reservees attach a separate sheet with the above information

CEMETERY

	Mount Ida [Shuswap Memoria	l			
Human Remains:							
	Infant/Child Lot						
	Single-Depth Adult Lot						
	Double-Depth Adult Lot						
Cremated Remains:							
	Standard Cremation Lot						
	Family Estate Cremation Lot						
	Family Vessel Cremation Lot						
	Family Ossuary Cremation Lot						
	Columbaria Niche L	ot					
Location:		Section:		Lot No			
Location:		Section:		Lot No			
Location to be confirmed by City of Salmon Arm							
			<u>Fe</u>	ees			

Ground Burial (circle applicable residency)	
Adult (Resident/Non-Resident)	\$
Child/Infant (Resident/Non-Resident)	\$
Cremation (Resident/Non-Resident)	\$
*Family Estate - Cremation (Resident/Non-Resident)	\$
Care Fund	\$
Cremation (circle applicable residency)	
Columbarium Niche (Resident/Non-Resident)	\$
*Family Vessel (Resident/Non-Resident)	\$
*Ossuary (Resident/Non-Resident)	\$
*Scattering (Resident/Non-Resident)	\$
Care Fund	\$
Interment Open/Close**	
Adult	\$
Child/Infant	\$
Cremation/Family Estate - Cremation	\$
Columbarium Niche/Vessel/Ossuary	\$
Scattering	\$
Extra Depth	\$
Weekend/holiday/after hours**	\$
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Memorials**

Marker Installation P	ermit for:				
Flat Marker M	lemorial	\$			
Upright Monu	iment Memorial	\$			
Columbarium	Columbarium Niche Plate				
*Memorial Wa	*Memorial Wall Plaque				
Care Fund	Care Fund				
Granite Memorial Wa	<u>11 Plaques</u>				
Invidual/Fam	Invidual/Family Plaque				
Care Fund	Care Fund				
Liners**					
Grave			\$		
Cremation Vault		\$			
	Total Charges	\$			
	GST	\$			
	Total Account	\$			

*Available at Shuswap Memorial Cemetery only Fees are payable in full upon signature of this Right of Interment Application All cemetery charges are subject to GST at the prescribed rate

It is understood that the City of Salmon Arm may allow for the Right of Interment of up to three (3) Cremated Remains on any full-size lot or up to two (2) Cremated Remains on any child burial lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Cremation, Interment and Funeral Services Act and all applicable fees paid. No casket burial is permitted in a full-size or child lot after Cremated Remains have been interred in that lot, as per City of Salmon Arm Cemetery Management Bylaw and amendments thereto.

It is also understood that the payment above is for the Right of Interment only and does not include fees for preparation and placement of remains, cemetery products, or other charges, and is subject in every way to the City of Salmon Arm Cemetery Management Bylaw and amendments thereto. Design and placement of memorial markers, columbarium niche inscriptions, memorial wall markers, etc. are subject to the provisions of the City of Salmon Arm Cemetery Management Bylaw and amendments thereto, and are subject to approval by the City of Salmon Arm.

It is further understood and agreed that the terms and conditions herein, are made part of this agreement, and rules and regulations of the City of Salmon Arm as they may be in effect at the time of purchase or as they may be amended from time to time hereafter.

A copy of the City of Salmon Arm Cemetery Management Bylaw is available upon request. This agreement is not deemed final until signed by both parties and payment of fees are received. Payment is due upon signing of contract.

Rights Holder Signature

City of Salmon Arm Authorized Signature

Personal information collected on this form will be used only for the purpose of completing and maintaining City of Salmon Arm Cemetery Management Records.

RIGHT OF INTERMENT CONDITIONS

- The City may, subject to payment of fees, grant to any person a Right of Interment for a vacant, unreserved lot. A Right of Interment does not vest in the holder any title or interest in the land or lot but instead provides for the right to inter the person named on the Right of Interment Certificate.
- 2) The issuance of a Right of Interment does not entitle the holder to require the City to inter the Human Remains or Cremated Remains of the designated person in the lot unless the holder complies in all respects with the provisions of the City of Salmon Arm Cemetery Management Bylaw and amendments thereto, including, without limitation, the payment of all fees related to the Interment.
- 3) A Right of Interment for any unused lots may be transferred to a Family Member at the discretion of the City's Corporate Officer. The Interment Rights Holder, or executor, must supply this request in writing and the original Interment Right Certificate must be surrendered to the City. Fees, payable to the City, associated with an Interment right transfer may include:
 - a. an Administration Fee;
 - b. the difference between fees paid originally and current Fees if there has been a change in residency status; and
 - c. the difference between fees paid originally and current fees if there have been changes in fee rates.
- 4) A Right of Interment for an unused lot may only be transferred back to the City. The private sale or transfer of an interment right, to which the City is not a party, is prohibited. In the instance a private sale or transfer of an interment right is made without the City's knowledge, participation or approval, then the City shall have no obligation to honour an interment right acquired under such a transaction and subsequently presented to the City for use or surrender.
- 5) An Interment Right may be surrendered to the City and a refund paid where:
 - (a) there are no interments in or memorials on a lot being surrendered;
 - (b) the original interment rights holder or their legal representative has made written application to the City, in a form prescribed by the City, stating their desire to surrender the interment right;
 - (c) the original Interment Rights Certificate is surrendered to the City, and;
 - (d) an administration fee for the surrender, as set out in the City of Salmon Arm Cemetery Management Bylaw and amendments thereto, is paid to the City;
 - (e) if the surrender occurs within thirty (30) days of the date of purchase, one hundred percent (100%) of the fees paid for the right of interment shall be refunded;
 - (f) if the surrender occurs thirty-one (31) or more days after the date of purchase, a right of interment may be refunded at a value up to the greater of the following two calculations;
 - (i) not more than one hundred percent (100%) of the original price paid LESS the care fund contribution portion of the fees collected at the time of purchase, or;
 - (ii) not more than fifty percent (50%) of the current price of a comparable lot in the cemetery LESS the care fund contribution portion of the selling price of the comparable right of interment.
- 6) Subject to cemetery legislation, and upon approval from the regulatory authority, an Interment Right for the unused lot may be reclaimed by the City if all of the following have occurred;
 - a. the Interment Rights holder would be at least (ninety) 90 years of age, and;
 - b. a minimum period of (fifty) 50 years has elapsed from the date of purchase, and;
 - c. a minimum of ninety (90) days has passed since notice of the intent to reclaim the interment has been sent to the last known address on record for the Interment Right Holder; and
 - d. the City has made a reasonable and diligent attempt to contact the Interment Right Holder.