



INTERMENT AUTHORIZATION

Contract agreement made (date) _____

PURCHASER/RIGHTS HOLDER

Is this a previously purchased/reserved plot? _____ If previously purchased/reserved, complete next of kin information only

Full Name: _____

Also Known As: _____

Relationship to Deceased: _____

Street Address: _____

Mailing Address: _____

City/Prov/Postal Code: _____

Phone: _____ Email: _____

Date of Birth: _____ Place of Birth: _____

Marital status: _____ Maiden name: _____

DECEASED INFORMATION

Full Name: _____

Also Known As: _____

Street Address: _____

City/Prov/Postal Code: _____

Resident _____ Non Resident _____

Age _____

Date of Death: _____ Place of Death: _____

Date of Birth: _____ Place of Birth: _____

Marital status: _____ Maiden name: _____

NEXT OF KIN INFORMATION

Full Name: _____

Street Address: _____

City/Prov/Postal Code: _____

Relationship to Rights Holder: _____

Phone: _____ Email: _____

INTERMENT TYPE

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 Lot

Interment in existing plot:

Name: _____

Relationship of deceased to existing interred person: _____

Cemetery:

- Mount Ida
- Shuswap Memorial
- Previously Reserved

Location: _____ Section: _____ Lot No. _____

Interment Date: _____ Time: _____

Funeral Home: _____ Phone: _____

Funeral Home Full Address: _____

ADDITIONAL RIGHT OF INTERMENT REQUEST

*Adjacent Reserve requested for _____

Location _____ Section _____ Lot No. _____

*Individual to be interred in same location

Full name of individual:

**Right of Interment Application to be completed for Reserve*

Fees

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

\$ _____

Memorials

Marker Installation Permit for:

Flat Marker Memorial	\$ _____
Upright Monument Memorial	\$ _____
Columbarium Niche Plate	\$ _____
*Memorial Wall Plaque	\$ _____
Care Fund	\$ _____

Granite Memorial Wall Plaques

Individual/Family Plaque	\$ _____
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 Interment Authorization.

All cemetery charges are subject to GST at the prescribed rate

Authorization

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and that the use, memorialization and visitation of a lot in the City of Salmon Arm Cemeteries is subject in every way to the City of Salmon Arm Cemetery Management Bylaw and amendments thereto and rules and regulations of the City of Salmon Arm Cemeteries as they may be in effect at the time of interment or as amended from time-to-time thereafter.

Under 'Order of Priority' provisions of the Cremation, Interment and Funeral Services Act of BC (see attached) I certify that I am the legally authorized representative of the above named deceased. Further, I certify that I have the full legal right to authorize use of the above identified lot, do hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for costs associated with this authorization. I agree to indemnify and hold harmless the City of Salmon Arm, its officers and employees, from liability, costs, expenses or claims resulting from this authorization.

Signature of Authorized Representative

Relationship to Deceased

Full Name: _____
Additional information under Purchaser/Rights Holder on Page 1 of this agreement

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

City of Salmon Arm Authorized Signatory

RIGHT OF INTERMENT CONDITIONS

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

A copy of the City of Salmon Arm Cemetery Management Bylaw is available upon request and is available on the City of Salmon website at www.salmonarm.ca. This agreement is not deemed final until signed by both parties and payment of fees are received.

The Cremation, Interment and Funeral Services Act (excerpts);

Control of Disposition – Section 5

- 1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
 - a) the personal representative named in the will of the deceased;
 - b) the spouse of the deceased;
 - c) an adult child of the deceased;
 - d) an adult grandchild of the deceased;
 - e) if the deceased was a minor, a person who was a guardian who had care and control of the deceased at the date of death;
 - f) a parent of the deceased;
 - g) an adult sibling of the deceased;
 - h) an adult nephew or niece of the deceased;
 - i) an adult next of kin of the deceased, determined on the basis provided by section 23 (5) of the *Wills, Estates and Succession Act*;
 - j) the minister under the *Employment and Assistance Act*, or if the Public Guardian and Trustee is administering the estate of the deceased under the *Wills, Estates and Succession Act*, the Public Guardian and Trustee;
 - k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- 2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- 3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
 - a) is determined in accordance with an agreement between or among them, or
 - b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

Definition of Spouse

"spouse" means a person who

- a) is married to another person, or
- b) has lived with another person in a marriage-like relationship for a period of at least 2 years immediately before the other person's death.

Written Authorization – Section 8

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless
 - a) the operator is authorized to do so under the *Vital Statistics Act*, and
 - b) the operator
 - i) is ordered to do so by a medical health officer under the *Public Health Act*, or
 - ii) has received the authorization from the person who, under section 5 [control of disposition of human remains or cremated remains], has the right to control the disposition of the human remains.

Protection from Liability – Section 9

If

- a) there is an error or omission in an authorization provided under section 8 [requirement for authorization before funeral services or disposition] to an operator or a funeral provider, or
- b) the person who signed an authorization provided under section 8 [requirement for authorization before funeral services or disposition] did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.