



Schedule B
To BY-LAW 1653
Chapple Cemeteries Contract

The Corporation of the Township of Chapple

P.O. BOX 4
BARWICK, ONTARIO POW 1A0
Phone 807-487-2354 or Fax 807-487-2406
OFFICE OF THE CLERK-TREASURER
E-mail: cao@chapple.on.ca

CEMETERY INFORMATION

Name of Cemetery Operator: The Corporation of the Township of Chapple
P.O. Box 4 Barwick, ON
POW 1A0
Phone: (807)487-2354

License Information: Cemetery Operator License #: 3298172 Cemetery Site#: Chapple Cemetery #03560
Finland Cemetery #03559

Name of Cemetery: _____
(enter either Chapple Cemetery or Finland Cemetery)

Purchaser Information:

Name: _____

Address: _____
(provide mailing and civic address)

Municipality: _____

Telephone: _____ Purchaser's Relationship to the Recipient: _____
(next of kin/spouse)

Recipient #1: Information
Name: _____
Address: _____
Municipality: _____
Province: _____
Postal Code: _____
Telephone: _____
Date of Birth: _____

Recipient #2: Information
Name: _____
Address: _____
Municipality: _____
Province: _____
Postal Code: _____
Telephone: _____
Date of Birth: _____

Recipient #3: Information

Name: _____

Address: _____

Municipality: _____

Province: _____

Postal Code: _____

Telephone: _____

Date of Birth: _____

Recipient #4: Information

Name: _____

Address: _____

Municipality: _____

Province: _____

Postal Code: _____

Telephone: _____

Date of Birth: _____

*Add More Recipients if required

This contract is between the purchaser:

Name of Purchaser

AND

The cemetery operator:

The Corporation of the Township of Chapple

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:

Interment Rights (description):

Cemetery site name: _____
(Chapple Cemetery or Finland Cemetery)

Type of grave: _____ Area: _____ Location: _____
(Single/Double) (Block/Lot/Plot A, B, C, D)

Cost of Plots: lot: \$50/lot
(Example: 4 plots per lot = 4x\$50.00 = \$200.00) (A) **Cost of Plots Total:** _____

Plus (+)
Care and Maintenance \$290.00/lot
(example: 4 lots = 4x\$290.00 = \$1,160.00) (B) **Care and Maintenance Total:** _____

Additional instructions: _____

Cemetery at-need services (description):

Interment: _____ Location - Block: _____ Lot: _____ Plot: _____
(Casket or urn)

Interment (burial): **Municipal Attendants are required for all interments**

Attendants outside of regular business hours: Employee hourly rate x 1.5

Flat rates for cremations: Cremation – Urn \$150.00
Cremation – Saturday \$150.00

(C) Cemetery at-need services Total: _____

Monuments (description):

Name on marker: _____

Marking Plots for placement of Monument: (Chapple staff measuring/markings) **(D) \$50.00**

Plus (+)

Care and Maintenance of placement of monument/marker:

- | | |
|--|-----------|
| (a) Monument placement | \$ 0.00 |
| (b) In the case of installing a flat marker measuring less than 1,116.3 sq. cm. (173 sq in.) | \$ 0.00 |
| (c) In the case of installing a flat marker measuring over 1,116.3 sq. cm. (173 sq. in.) | \$100.00 |
| (d) 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 | \$ 200.00 |
| (e) In case of installing an upright monument measuring more than 1.22m. (4 ft.) either
In height or length, including the base | \$400.00 |

(E) Care and Maintenance on Monument: _____

Additional instructions/description: _____

Contract Totals:

(A) Cost of Plots Total: _____

(B) Care & Maintenance for Purchase of Plots Total: _____

(C) Cemetery At-Need Services Total: _____

(D) Marking Plots Total: _____

(E) Care & Maintenance on Monument: _____

Contract Total: _____

Memorialization: Only one monument and one footstone shall be erected within the designated space of any lot as prescribed in the Cemetery By-laws.

Interments Rights included: Only one (1) full burial is allowed per lot with a maximum of four (4) cremation interments on the same lot. Cremation interments and regular burials are permitted in the same lot, provided that the regular burial occurs first.

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, dis-interments, and the placement of markers, monuments, inscriptions, or ceramic photos.

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws.

In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

Cancellation of Interment Rights within the 30 Days Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment 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 Interment Rights after the 30 Days Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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 be returned to the cemetery operator along with the written notice of cancellation.

- If any portion of the interment has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment.

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

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or 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 rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Notice of Resale and Transfer of Interment Rights:

The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights at the price listed on the current price list. Transfer of interment rights cannot be prohibited if the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third part and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

Care and Maintenance Fund Contributions:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights a prescribed amount for monuments and markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

Requirements prohibiting resale of interment rights to a third party:

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- If a rights holder(s) wishes to re-sell the interment rights, the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the Interment Right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment or rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title, and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

Subdivision of Interment Rights:

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

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) Monument Placement **\$ 0.00**
- (b) In the case of installing a flat marker measuring less than 1,116.3 sq cm (173 sq.in.) **\$ 0.00**
- (c) In the case of installing a flat marker measuring over 1,116.3 sq. cm. (173 sq. in.) **\$ 100.00**
- (d) 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 **\$ 200.00.**
- (e) In case of installing an upright monument measuring more than 1.22 m. (4 ft.) either in height or length, including the base **\$ 400.00.**

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 the 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

Payment in full is required before a burial can take place or a memorialization can be erected or set.

Privacy Policy

Personal Information: The Purchaser acknowledges and provides consent to permit The Corporation of the Township of Chapple 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 The Corporation of the Township of Chapple 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 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 _____ unless executed by the Purchaser _____ (state period of time) 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: **The Corporation of the Township of Chapple**

License #: **3298172**

Licensee Signature: _____