



CEMETERY MARKER CONTRACT

**THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT
CEMETERY OPERATOR LICENSE # 3278977**

HILLCREST CEMETERY SITE #01637, and SACRED HEART /NORTHWAY CEMETERY SITE #05049
CEMETERIES AND LICENSING COORDINATOR, P.O. BOX 158, 25 FIFTH AVENUE, SIOUX LOOKOUT, ON P8T 1A4
Telephone: (807) 737-2700 – Fax: (807) 737-3436 – Email: cemetery@siouxlookout.ca

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

INTERMENT RIGHTS HOLDER	
NAME	
ADDRESS	
PHONE NUMBER	
RELATION TO DECEASED	

DECEASED INFORMATION			
NAME	LAST	FIRST	MIDDLE
DATE OF DEATH	DAY	MONTH	YEAR

Marker to be centered over: Cemetery and Site #: _____ Lot(s): _____ Section: _____

MARKER TYPE AND PRICE						
Marker Type	Lot or Grave Type	Maximum Size (long x wide x high)	Ground Prep Fee	Care & Main. Fee	HST	Total
Flat Marker (flush with ground)	Single Lot	61 cm x 30.5 cm x 10 cm (24" x 12" x 4")				
Flat Marker (flush with ground)	Double Lot	122 cm x 61 cm x 10 cm (48" x 24" x 4")				
Monument (upright) Monument and Base	Single Lot	86 cm x 71 cm x 117 cm (34" x 28" x 46")				
Monument (upright) Monument and Base	Double Lot	173 cm x 71 cm x 117 cm (68" x 28" x 46")				
Bronze Plaque (required for Cremation Rail)	Cremation Rail Single Grave	51 cm x 30.5 cm x 1.3 cm (20" long x 12" wide x 1/2" high)				
Bronze Plaque (required for Cremation Rail)	Cremation Rail Double Grave	101.6 cm long x 30.5 cm wide x 1.3 cm high (40" long x 12" wide x 1/2" high)				
Crosses	Single Lot Only	92 cm wide x 122 cm high (36" wide x 48" high)				

MARKER INFORMATION	
Is there a Marker on this lot?	
<input type="checkbox"/> No <input type="checkbox"/> Yes ___ Upright ___ Slant ___ Pillow ___ Flat ___ Cross Location: ___ Head ___ Foot	
Is there a Surround on this lot? _____ No _____ Yes (If yes, provide details and description of Surround)	

MARKER INFORMATION - CONTINUED	
New Marker to be placed at:	
Head of Lot _____ Foot of Lot _____	
Marker Type: ___ Upright ___ Slant ___ Pillow ___ Flat ___ Cross ___ Granite ___ Bronze ___ Wood	
Dimensions: Length _____ Width _____ Height _____	
Foundation Dimensions: Length _____ Width _____ Height _____	

Important: Based on a field survey of the conditions present on this lot, the Municipality reserves the right to delay and/or deny memorialization on any lot until the said conditions have been rectified.

Monument Dealer:	Authorized Agent:
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Name and Inscription on Marker:

**This Cemetery Marker Contract is between The Corporation of the Municipality of Sioux Lookout
and**

Concerning this Cemetery Marker Contract:

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

CONDITIONS OF CEMETERY MARKER CONTRACT

General

1. Payment in full is required prior to the placement or removal of any Marker. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan. Interest on any outstanding amounts shall be charged at 1 ½% monthly, as per Municipal procedure.
2. Only the Interment Rights Holder may request the placement or removal of a Marker on a lot or grave. The Interment Rights Holder assumes responsibility for all Marker activity at the grave or lot to which he owns the rights and assumes financial responsibility for this Cemetery Marker Contract.
3. Only Municipal staff may authorize the installation of a Marker and provide the layout, and no person shall place, cause to be placed or remove any Marker in the Municipal Cemeteries without prior written approval by the Municipality.
4. Any Marker delivered or set within the grounds of the Municipal Cemeteries without the prior knowledge of the Municipality, may be removed, until such time as the Interment Rights Holder has made arrangements for installation through the Cemetery Office.
5. Any Marker installed without an adequate foundation may be removed, until such time as the Interment Rights Holder has placed the required foundation.
6. Damage to any portion of the grounds by Monument Dealers, or any other person or firm, hired or authorized by an Interment Rights Holder to perform a service shall be rectified to the satisfaction of the Municipality and the expense shall be incurred by the Interment Rights Holder.
7. The Municipality cannot be responsible if unable/prevented from carrying out this Contract due to causes beyond its control.

Removal of Markers

1. Municipal staff may remove a Marker from any lot or grave if payment of this Contract is in default.
2. Markers placed by anyone other than the Interment Rights Holder may be removed by the Municipality with the cost of removal being incurred by the Interment Rights Holder.
3. The Municipality reserves the right to remove any Marker that does not meet the specifications in the By-Law governing Municipal Cemeteries, or any Marker which is not in keeping with the dignity and decorum of the Cemetery.

Location of Markers

1. Only one Monument or Cross per lot is permitted and Monuments and Crosses shall be placed at the head of the lot only, the top 96 cm (three feet).
2. Flat Markers may be placed at the head of the lot, the top 96 cm. (three feet) or the bottom of the lot, the last 30.5 cm (one foot), or on the grave within the lot beneath which the human remains are interred for which the Marker is intended to memorialize.
3. Flat Markers installed at the head of the lot have the option of utilizing a foundation. If a foundation is not used, the Marker must be placed flush to the ground.
4. Flat Markers placed at the foot of the lot, or on a grave within a lot shall be installed flush to the ground.
5. All Monuments and Flat Markers shall be constructed of refined or manufactured granite, marble or bronze.
6. All Crosses shall be constructed of treated or pressurized wood, or another Municipal approved material.

Marker Standard and Size Restrictions

Markers and foundation size and standards shall conform to the requirements of this Contract.

Care and Maintenance Fees

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:

Flat Marker measuring less than 1,116.3 sq. cm. (173 sq. in.)	\$0.00
Flat Marker measuring over 1,116.3 sq.cm (173 sq. in.)	\$50.00
Monument or Cross measuring more than 1.22 m. (4 ft.) or less (height or length) including the base	\$100.00
Monument or Cross measuring more than 1.22 m. (4 ft.) (height or length) including the base	\$200.00

Cancellation of Contract

Within thirty (30) days of the signing of the Marker Contract the Interment Rights Holder may cancel the Contract and receive a full refund.

In the case where the Municipality has not received the sufficient notice to cancel the work and the work has been performed, the Interment Rights Holder 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.

Privacy

The Interment Rights Holder acknowledges and provides consent to permit the Municipality of Sioux Lookout 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 Cemetery/Crematorium public register. The Interment Rights Holder acknowledges that the Municipality of Sioux Lookout does not rent or sell personal information to third party organizations.

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

____ (Initial here) I have received and reviewed a copy of the Cemetery's By-Law.
 ____ (Initial here) I have read and understood the conditions for Marker installation.
 ____ (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 hereby accept responsibility for all charges pertaining to the installation of the marker and the associated Care and Maintenance

_____ Signature of Interment Rights Holder
 _____ Date

- Based on the above specifications, The Corporation of the Municipality of Sioux Lookout accepts the Marker and its installation in the Cemetery and lot specified in this document.

_____ Signature of Municipal Representative
 _____ Date

Record Log:____ Program: _____ Sequential Identifier Number