

SCHEDULE "B"
CITY OF TERRACE
APPLICATION FOR INTERMENT RIGHT & CEMETERY SERVICE
AS PER SEC 43(1) BPCP ACT

3320 Kalum Street, Terrace BC V8G 2N6
 Phone (250) 615-3000 Fax (250) 615-3010
www.terrace.ca

Date : _____

Purchase Agreement

Between Terrace Municipal Cemetery / Kitsumgallum Cemetery

And

_____ of _____
 (name of purchaser) (address of purchaser)

Being the person having the charge of, or being responsible for the interment of the body/cremated remains.

of _____

do hereby give you notice that it is intended that the said body shall be buried in the **Terrace Municipal Cemetery/Kitsumgallum Cemetery** and I hereby apply for a plot in the Cemetery for the purpose of the said burial. By this Application I hereby agree to abide by the terms and requirements of the Cemetery Provision of the Terrace Municipal Code, and undertake to conform to said provisions. By this application I also agree to pay the Corporation of the City of Terrace the following fees.

Sale of interment right

Location: Section _____ Lot _____ Plot _____	\$ _____
or	
Reserve: Section _____ Lot _____ Plot _____	\$ _____
Columbarium Niche: Section _____ Number _____	\$ _____
Interment Right for Non Residents:	\$ _____
Cremated Remains in an Existing Grave:	\$ _____
Location: _____ Relationship: _____	

Sale of cemetery services

Opening and Closing grave for Burial	\$ _____
Opening and Closing for Cremated remains	\$ _____
Opening and Closing Niche	\$ _____
After hours Burial	\$ _____
Installation of Memorials:	\$ _____
Refundable Contingency deposit: Should burials run after hours a portion at the per hour rate will not be refunded.	\$ _____

Sale of cemetery goods

Adult Fiberglass Grave Liner	\$ _____
Infant Fiberglass Grave Liner	\$ _____
Cremated Remains Fiberglass container	\$ _____

TOTAL (A+B+C)	\$ _____
TAX	\$ _____
GRAND TOTAL	\$ _____

SEE SCHEDULE "C" FOR CURRENT PRICES AND SERVICES

Burial Permit # _____ Deed# _____

Receipt # _____ Date paid _____ Form of Payment _____

PARTICULARS OF THE DECEASED, THEIR DEATH AND BURIAL

Where born: _____ Age at Death _____ years

Last known address: _____

Date of Death: _____ Place of Death: _____

Next-of-Kin: _____ relationship: _____

Address: _____ phone number: _____

Personal information contained on this form is collected under the Freedom of Information and Protection of Privacy Act, and will be used only for the purposes for which it was collected. If you have any questions about the collection and use of this information, contact the City of Terrace Freedom or Information Co-ordination at (250) 638-4722.

BURIAL DATE: _____ **at** _____ **a.m. / p.m.**

TERMS AND CONDITIONS

Upon the execution by the purchaser and the cemetery representative, this contract shall be binding upon the heirs, executors, administrators, successors for both the purchaser and the cemetery.

This agreement is subject to the provision in the *Business Practices and Consumer Protections Act* ("BPCP Act"), the *Cremation, Interment and Funeral Services Act* ("CIFS Act") and the *Cremation, Interment and Funeral Services Regulations* ("CIFS Reg") of British Columbia.

The purchaser agrees that the interment right and future care, maintenance and administration of the cemetery will be subject to the cemetery's bylaws. The purchaser acknowledges that the cemetery reserves the right to modify/amend or change the bylaws without prior notice to the purchaser.

The purchaser acknowledges that no interment or cemetery goods and / or services will be provided until payment in full is made to the cemetery.

If the purchaser wishes to transfer the interest of the interment right it must follow the bylaws as set out in Bylaw No. 1279-1992 section 14.

A purchaser may cancel this contract by providing a written notice of cancellation to the cemetery. The notice of cancellation must be provided to the cemetery by register mail, electronic mail, facsimile, in person or in any other form that will allow the purchaser to prove notice. Cancellation is subject to the following.

- 1. Reserved right to interment: Within 30 days after purchase – may cancel without penalty. Full refund Will be made except for goods/services already provided and special orders where due to personalization or other unique characteristics, the goods cannot be used or resold.
- _____ 2. 30 days after purchase – amount of refund will be the original amount on the contract minus the maintenance fund
Initials contributions amount, and any applicable administration fee that may apply as outlined in the Bylaw.
- 3. After use of the interment right – no right to cancel.
- 4. Before use of interment right but after the death of the beneficiary – may cancel 24 hours prior to interment provided written notice is given.

Once a contract is cancelled, the cemetery will refund amounts owing with 15 days within cancellation date.

No interment shall take place until the cemetery is provided the name and address of the next-of-kin of the deceased, a copy of the burial permit issued under the Vital Statistics Act and related regulations, a copy of the written authorization from the person with legal right as noted in Section 5 CIFS Act to authorize the disposition of the deceased.

A maintenance fund contribution of 25% is included in the right of interment price. With the exception of burial of cremated remains in an existing grave, where 100% of that charge goes to the maintenance fund. A flat rate of \$10.00 per installed memorials will also be transferred to the fund. Maintenance fund amounts are broken down in monthly reports and remitted annually. Details about the financial institutions and account and management of the fund can be made through a written inquiry to The City of Terrace care of Leisure Services.

The cemetery shall not be liable for loss or damage caused directly or indirectly by war, strikes, thieves, vandalism or due to a force of nature.

The cemetery has the right to reclaim the right of interment previously sold with prior approval of the director, but only if the following conditions have been met.

- 1. The owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age.
- 2. A period of at least 50 years has elapsed form the date prior right of interment was sold.
- 3. At least 90 days have passed since the date the operator sent a notice of the operator's intentions to resell the right of interment to the last known address of the interment right holder and the operator has not received a response for the interment right holder.
- 4. The operator has made diligent attempts to contact the interment right holder but is not able to locate or Or contact the interment right holder.

By signing this contract, the purchaser agrees and accepts to the terms and conditions of this contract.

Signature of purchaser

Signature of cemetery representative

Print name of purchaser

Print name of cemetery representative