



RULES AND REGULATIONS
OF IVY HILL CEMETERY COMPANY
of ALEXANDRIA
as amended and revised
by the Board of Directors
April 2017

TABLE OF CONTENTS

TABLE OF CONTENTS PAGE 1
INTRODUCTION..... PAGE 2

NUMBERED SECTIONS

I. DEFINITION OF TERMS..... PAGE 2
II. AUTHORITY, PURPOSE AND SCOPE..... PAGE 4
III. GENERAL RESPONSIBILITIES AND LIABILITIES OF THE
CEMETERY, OWNERS AND VISITORS..... PAGE 5
IV. INHERITANCE, SALE OR TRANSFER OF OWNERSHIP RIGHTS PAGE 7
V. DISPOSITION OF HUMAN REMAINS PAGE 8
VI. COMMITMENT (COMMITTAL) SERVICES..... PAGE 10
VII. CEMETERY RESPONSIBILITY FOR CARE AND
MAINTENANCE OF THE GROUNDS..... PAGE 11
VIII. IDENTIFICATION AND MARKING OF GRAVES PAGE 11
IX. DECORATIONS PAGE 15
X. PLANTINGS PAGE 16
XI. LOCATIONS WITH SPECIAL RULES AND REGULATIONS (CIRCLE OF
HONOR AND CREMATION GARDENS)..... PAGE 17
XII. FEES AND CHARGES PAGE 21
XIII. VISITORS PAGE 21
XIV. VENDOR WORK PERMITS PAGE 23

INTRODUCTION

Ivy Hill Cemetery Company of Alexandria is a non-profit, non-sectarian, non-denominational, private entity incorporated under the laws of Virginia in 1856 and is registered as a 501 (c) (13) entity with the U.S. Internal Revenue Service to provide for the burial and memorialization needs of the local community.

There are no stockholders to whom dividends are paid or profits shared. All proceeds from the sale of interment or inurnment rights and memorials, as well as charges for preparation of sites for interment, inurnment, or scattering of human remains, are used for the maintenance and improvement of the Cemetery grounds, equipment, and facilities. The members of the Board of Directors of the Cemetery are not paid, but volunteer their services.

SECTION I. DEFINITION OF TERMS

The terms used in these Rules and Regulations are defined as follows:

- A. **CEMETERY:** all ground within the boundaries of Ivy Hill Cemetery of Alexandria, Inc. and all natural growth and improvements thereon.
- B. **CERTIFICATE OF OWNERSHIP (aka "DEED"):** Written evidence of the right to use a specific location within the Cemetery for the interment, inurnment or scattering of human remains. The term "deed" is a term commonly but incorrectly used. The correct term is "certificate of ownership" in a cemetery context.
- C. **COLUMBARUM:** a structure or other container placed or constructed within and by the Cemetery; designed for and comprised of niches for the inurnment/interment of cremated remains above ground.
- D. **COMMITMENT OR COMMITTAL SERVICE:** the gathering of family, loved ones, friends and acquaintances at the grave side to celebrate the life of the deceased and conduct a religious ceremony, if desired.
- E. **CREMATED REMAINS OR CREMAINS:** the ashes or particulate remaining after a body has been cremated.
- F. **CREMATION GARDEN:** a designated specific area within the Cemetery in which only the interment, inurnment or scattering of cremated remains are allowed. Such areas have specific rules and regulations applicable only to them. Generally, cremation gardens are located within a section of the Cemetery.
- G. **DECORATIONS:** the placement of any materials in or upon any Section, Lot, Cremation Garden or Site that is other than a planting or approved grave identification or memorial.
- H. **DEED:** a term commonly but incorrectly used. The correct term is "certificate of ownership" in a cemetery context.
- I. **ENDOWMENT CARE:** the care and maintenance of the surface conditions of the cemetery grounds, such as grading, fertilizing, seeding, and, as far as possible, the keeping of each lot

clean and in good appearance, and providing reasonable access to each grave. Ivy Hill Cemetery will provide such services for as long as funds shall last by setting aside and investing a portion of funds received for the sale of ownership rights for such care.

- J. **FLUSH MEMORIAL:** a structure made of stone, bronze or a combination of both that is set in such a manner that it is flush with the grade of the ground into which it is installed.
- K. **GENERAL MANAGER:** the highest-ranking employee appointed by the Board of Directors of Ivy Hill Cemetery to supervise staff and the operations of the Cemetery.
- L. **GRAVE:** a space of ground or any other site in the Cemetery used, or intended to be used, normally for the burial of a set of human remains whether of non-cremated or cremated remains. This term shall apply to both "site" and "niche".
- M. **INTERMENT:** the entombment or burial of the cremated or non-cremated remains of a deceased human being in the ground.
- N. **INTERMENT, INURNMENT, OR SCATTERING RIGHT:** the purchased right to use a given site/niche/area for one interment, inurnment or scattering of human remains. A standard ground site interment right allows for one standard casket burial.
- O. **INTERMENT, INURNMENT OR SCATTERING SERVICES:** the scheduling and conducting of commitment services at the Cemetery.
- P. **INURNMENT:** the placement of cremated remains (a.k.a. cremains) above ground in columbaria niche or an individual memorial or bench with niche spaces, a cored upright memorial or bench (such as found in cremation gardens). Note that the terms "interment" and "inurnment" are and may be used interchangeably in some situations.
- Q. **IVY HILL CEMETERY COMPANY:** the Ivy Hill Cemetery Company of Alexandria, Alexandria, Virginia.
- R. **LOT:** A group of related sites that have been assigned a specific identification number within a cemetery section or cremation garden.
- S. **MANAGEMENT AND STAFF:** the person or persons duly appointed by the Board of Directors of the Ivy Hill Cemetery for generally managing and administering the Cemetery.
- T. **MARKER:** any above grade level grave identification made of stone or bronze or other material that by its size covers no more area than that allowed for one interment or inurnment space.
- U. **MEMORIALS:** any type of structure or physical object that contains identifying information and tributes to the deceased.
- V. **MONUMENT:** any above grade level grave identification made of stone or stone and bronze that by its size covers more area than that allowed for one interment or inurnment space.
- W. **NICHE** a space within a Columbarium normally of a size to allow for one or two inurnment(s).
- X. **OPENING AND CLOSING:** service performed by the Cemetery Staff to prepare a grave for the disposition of human remains, whether placement in the ground, a columbarium niche, a cored memorial, a cremation garden urn container, or scattering in an ossuary or on the surface of the ground.
- Y. **OSSUARY:** an underground vault in which cremated remains are scattered and commingled with the cremated remains of others.
- Z. **OUTER BURIAL CONTANER** a reinforced concrete container into which a casket is lowered.

There are two types: a grave liner, or a grave vault – a reinforced concrete container lined with a polymer or metal liner and sealed with butyl rubber when the lid is placed on top.

- AA. **OWNER:** the owner of rights of interment or inurnment rights in a specific section, lot and site, columbarium niche, or ossuary structure. The owner does not own physical real property, but rather the right to use, in perpetuity, a specific site, sites or niche for the burial of human remains or inurnment of cremated remains.
- BB. **PLANTING:** the placement in the ground of any living plant material in a Section, Lot, Cremation Garden, or Site.
- CC. **SCATTERING:** the placement of cremated remains within an ossuary structure holding commingled cremated remains or the scattering of cremated remains in designated areas of cemetery grounds.
- DD. **SECONDARY RIGHT:** an additional interment/inurnment right purchased separately to allow for a secondary burial/inurnment (limited to cremains) in an existing site/niche.
- EE. **SECTION:** an area in the Cemetery titled by either a letter (Section R), a number (Section 1 or 3-1) or both (Section 5A) that is composed of a group of related lots in an area of the Cemetery.
- FF. **SITE:** an identifiable space within a lot that is normally of a size to allow for one ground interment of non-cremated or up to 8 sets of cremated remains. This is a term used in identifying and describing the location of specific interment rights within a lot
- GG. **VAULT:** a reinforced concrete container lined with a polymer or metal liner and sealed with butyl rubber when the lid is placed on top.
- HH. **VENDOR:** any person, group of persons or organization (e.g., Florists, Monument/Memorial Dealers, Stone Masons, Funeral Homes, Vault Companies), except the Cemetery personnel or its agents, that provides any goods or performs any services within the cemetery.
- II. **VISITOR:** Any person or group of persons entering Cemetery property for any reason whatsoever, except management and staff, owners, or vendors.
- JJ. **WORK PERMIT:** the authorization issued by the Cemetery to allow vendors other than Cemetery employees to enter and do work in the Cemetery.

SECTION II: AUTHORITY, PURPOSE AND SCOPE

- A. **AUTHORITY:** These rules and regulations have been adopted by the Cemetery's Board of Directors.
- B. **PURPOSE:** These rules and regulations are designed to:
 - 1. protect and benefit the Cemetery and holders of burial rights in the Cemetery as a group,
 - 2. maintain the beauty of the Cemetery grounds,
 - 3. facilitate the efficiency of Cemetery operations, and
 - 4. provide a place of refuge and relaxation for the larger community.
- C. **SCOPE:**
 - 1. All owners of interment/inurnment rights, visitors, vendors, and other persons entering the cemetery for any reason or purpose shall be subject to these rules and regulations as well as

any such amendments or alterations thereof or additions thereto as shall be adopted by the Cemetery's Board of Directors from time to time.

2. The reference to these rules and regulations in the document conveying interment rights to owners of those rights shall have the same force and effect as if set forth in full therein.
3. All previous Rules and Regulations are superseded by the adoption of these Rules and Regulations.
4. Situations may arise in which the literal enforcement of a rule may impose unnecessary hardship on an owner or the Cemetery. The Cemetery, therefore, reserves the right, without notice, for the General Manager to make exceptions, suspensions or modifications in any of the rules and regulations when, in its judgement, the same appears advisable; such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

SECTION III: GENERAL RESPONSIBILITIES AND LIABILITIES OF THE CEMETERY, OWNERS AND VISITORS

1. The Cemetery will take reasonable precautions to protect owners of interment, inurnment and scattering rights within the Cemetery, from foreseeable loss or damage, but the Cemetery shall not be liable for damage or injury to any person or property in The Cemetery, except for its own willful misconduct or gross negligence.
2. The Cemetery shall not be liable for damage to or destruction of any structure, including but not limited to granite, bronze or concrete work on any lot from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority.
3. If any such damage or destruction, or other circumstance causes an unsafe or dangerous situation, the Cemetery may at any time thereafter, give a written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the lot as shown on its records by depositing the same in the United States mail addressed to such owner at his/her address appearing on its books.
4. If such owner fails to replace, repair, reset or reconstruct the same within the period specified in said notice, the Cemetery may at its discretion enter the said lot, cause the same to be repaired, reset or reconstructed, and charge the expense thereof against such owner.
5. Nothing herein contained shall obligate the Cemetery to initiate such notice or render any such service.
6. Persons entering the Cemetery grounds, or buying ownership rights therein, are mere licensees and assume every and all risks. All persons within the Cemetery grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot being visited is located.
7. The Cemetery shall have the right to correct any errors that may be made by it either in making interment, disinterment or removal, or the description, transfer or

conveyances of any interment rights.

8. Such errors may be corrected in the sole discretion of Management by canceling such conveyances and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or refunding the amount of money paid for said purchase. If such error shall involve the interment of the remains of any person in such location, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other location of equal value and similar area as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by it in placing an improper inscription, including an incorrect name or date either on the memorial or on the container for cremated remains.
9. The General Manager or his/her designees are vested with full police powers to arrest without warrant any offender on the Cemetery grounds or nearby as defined by the laws of the Commonwealth of Virginia. The General Manager is directed to expel from the Cemetery any person disturbing its sanctity by boisterous or other improper conduct, or who shall violate any of the foregoing rules and if necessary to hold such person or persons for the police as authorized by the Code of Virginia 19.2-14, which states in part that the Superintendent or other person in charge of any private cemetery shall, for the purpose of maintaining order and enforcing the criminal and police laws of the Commonwealth, or county or city in which such cemetery is situated, **has** all the powers, functions, duties, responsibilities and authority of a conservator of the peace within the cemetery over which he (she) may have charge and within one-half a mile around same.
10. No individual person while employed by the Cemetery shall receive any fee, gratuity or commission, except from the Cemetery, either directly or indirectly. Gratuities may be left at the office for the benefit of all employees.
11. The files, papers, documents, reports, ledgers, maps, lot cards, death cards, correspondence, and other written or electronic or magnetic media containing any of the above maintained by the Management are the sole and exclusive property of the Cemetery and are deemed confidential.

SECTION IV: INHERITANCE, SALE OR TRANSFER OF OWNERSHIP RIGHTS

1. Ownership rights cannot be conveyed without the consent and knowledge of the Cemetery, nor any use, division or improvements of them be made which the Cemetery prohibits, or may deem improper.
2. The Owner of interment/inurnment rights may dispose of same by will, subject to the conditions that may be contained herein if the cemetery rights are specified in the will by name, section and lot number. In the absence of such specificity, the rights shall pass as part of the residuary of the testator.
3. If the Owner dies intestate the rights to use the spaces will descend to the Owner's heirs pursuant to the Virginia laws of descent on a first come, first use basis, in which case the person(s) using such right(s) shall indemnify the Cemetery in the form provided by the Cemetery prior to such use from claims by any third party.
4. Transfer of ownership rights by sale or assignment is possible by the duly recorded owner (or the duly authorized and documented owner) by deed, assignment, specific legacy, residuary legacy, or heir at law upon presentation to the Cemetery of satisfactory evidence of assignment from, or agreement by, all other heirs at law of the record Owner.
5. The Cemetery may agree to act as agent for the Owner(s) to sell the ownership right(s) through the written authority of the Owner.
6. The Owner must certify that to the best of Owner's knowledge there are no other ownership claims to the interment right(s) by means of inheritance or sale.
7. The Owner must in the listing agreement indemnify the Cemetery from and against all claims, including the costs of any legal representation and monetary damages assessed the Cemetery, should a person(s), or other legal entity make a claim against the Cemetery for any of the proceeds from the sale of the ownership right or for any other consequential damages.
8. The Owner shall specify in the listing agreement the minimum acceptable price for each ownership right.
9. The Owner(s) shall acknowledge in the listing agreement that a commission fee of 25% shall be deducted from the sale price by the Cemetery prior to payment of the proceeds to the seller.
10. A fee as specified in the listing agreement (and found on the Cemetery's price sheet) will be charged to the seller for processing a new certificate of ownership for the purchaser.
11. The Owner(s) shall deliver to the Cemetery the endorsed Certificate of Ownership and an assignment of the ownership right to enable the Cemetery to immediately transfer the right at the time of sale. In the event the original Certificate of Ownership should not be available and the Cemetery has confirmed the ownership or assignment of the right to be sold, the seller shall execute an Affidavit of Lost Certificate and an Indemnification of the Cemetery from all claims of third parties.
12. The signature of the General Manager of the Cemetery or an authorized representative of the Cemetery on the listing agreement) shall serve as a receipt and acknowledgment that the Cemetery has in its possession the aforesaid Certificate or assignment.

13. The Cemetery may exchange interment/inurnment rights when requested by the Owner upon terms and conditions deemed acceptable to the Cemetery and reduced to writing as in the case of a sale of a right.
14. It shall be the duty of the Owner to notify the Cemetery of any change in the ownership or mailing address. Notice sent to an Owner at the last address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

SECTION V: DISPOSITION OF HUMAN REMAINS

1. Besides being subject to these rules and regulations, all interments, inurnments, disinterments and removals of human remains are subject to the orders and laws of the Federal Government, the Commonwealth of Virginia and the City of Alexandria.
2. Each Owner is vested with ownership rights for the sole purpose of the disposition of human remains. Non-human remains (including family pets) may not be buried or deposited in any fashion in the Cemetery.
3. No disposition of human remains will be allowed except by the written authority of the owner of the right where the disposition is to be made or someone representing him or herself as the agent or representative of the owner upon presentation of authorization satisfactory to the Cemetery.
4. The person so representing himself must, in the documentation submitted to the Cemetery certify that the representative has the necessary authority and accepts the responsibility and liability therefor, and further agree to indemnify and hold the Cemetery harmless from any liability arising from the Cemetery's reliance on said authorization.
5. The Cemetery reserves the right to refuse disposition of human remains in any location and to refuse to open any space for any purpose, except on written applications by the Owner of record on forms provided by the Cemetery and filed in the office of the Cemetery.
6. The Cemetery shall in no way be held liable for any delay in the disposition of remains when a protest to the disposition of remains has been made, or when the rules and regulations have not been followed.
7. The Cemetery reserves the right, under such circumstances, to require that the remains be placed in storage until the rights of the parties making the protest have been determined or compliance with the rules and regulations has been achieved.
8. The Cemetery shall not be liable for any damages or cost of said storage.
9. The Cemetery is under no duty to recognize any protest of disposition of remains unless the protest is in writing and received in the business office of the Cemetery. Resolution of any dispute shall be in writing signed by all parties or by court order, whereupon the disposition shall proceed.
10. The Cemetery requires the use of an outer burial container – a reinforced concrete box that is either a sealed grave vault or grave liner for burying non-cremated human remains.
 - a. Outer containers provided by regularly used vendors such as national companies (e.g., Wilbert or Doric) and local companies (e.g., Montgomery) are acceptable.
 - b. If not supplied by a regularly-used vendor or vault company, only grave liners or vaults approved by the Cemetery will be permitted to be used.

- c. Embalming is required when using anything other than a sealed grave vault.
11. The Cemetery requires, prior to making any disposition of human remains, the payment in full of all charges associated with making such disposition.
 12. No interment/inurnment/scattering will be permitted or memorial placed in or on any grave not fully paid for except by consent of the Cemetery. If such consent is given by the Cemetery, any memorials placed in or on said location shall be considered as temporary, and no rights shall be acquired by the purchaser until full payment for such rights shall have been received by the Cemetery. The Cemetery, further, shall have the right to remove any memorialization that may have been placed.
 13. The Cemetery reserves a lien on ownership right(s) equal to the amount of any charges or fees not fully paid or in arrears from any cause whatsoever. The Cemetery may prevent any disposition of human remains, disinterment or removal of remains, or memorialization installation until such arrears shall have been fully paid.
 14. The Cemetery reserves the right to sell any unused ownership rights that may be severable to cover the arrears if no action is taken to eliminate the arrearage within a reasonable time after notice.
 15. A casket may not be opened at any time within the Cemetery without the express permission (and in the presence) of Cemetery Staff. The Cemetery reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a Court Order.
 16. No double depth standard casket interments in ground sites will be made.
 17. All secondary ground internments shall be cremations.
 18. Multiple dispositions (up to 9 cremated remains) may be made in a ground burial site, of which only one may be a casket interment of non-cremated remains.
 19. A secondary interment right shall be purchased for each secondary ground interment.
 20. A secondary inurnment also may be made in a niche, where permitted, where a secondary inurnment right has been purchased and the container sizes allow both to be placed in the niche. The Cemetery assumes no responsibility or liability for the attempted use of an urn the size and shape of which will not fit collectively together fit into the specified niche dimensions.
 21. No disinterment/removal will be allowed except by the written authority of the next of kin of the deceased and the owner or legal representative of the Owner(s) of the right to the grave in which remains are located. This person must further certify that in this capacity he/she has:
 - a. the right pursuant to such authorization and accept the responsibility and liability therefor, and,
 - b. further agrees to hold the Cemetery harmless from any liability arising from the Cemetery's reliance on said authorization; except by order of court, when a proper receipt for the remains must be given.
 22. The Cemetery shall exercise reasonable care in making a removal or disinterment, but it shall assume no liability for damage to a casket, vault, liner, burial case or urn in making the removal or disinterment.

23. Removal of a body or cremated remains so that the right may be sold, where removal is contrary to the expressed or implied wish of the original lot owner, is absolutely forbidden.
24. Physical arrangements for commitment services on Cemetery grounds will be in the charge of the General Manager or other Cemetery staff, including grave site set-up, instructions for vehicle parking, and any other physical preparations and safety precautions that are necessary.

SECTION VI. COMMITMENT (COMMITTAL) SERVICES

1. The Cemetery must be contacted prior to the scheduling of any services to make sure that the time and day have not been scheduled for another service. The minimum amount of notification that is required for the coordination, scheduling and preparation for service is 12 regular scheduled operating hours excluding those hours required to conduct other funeral services.
2. Weekdays the Cemetery personnel and equipment can normally support only one funeral service in the morning and one funeral service in the afternoon with a minimum separation of three hours. When possible the Cemetery will attempt to handle additional services but this may necessitate additional charges and/or setup equipment and services.
3. The Cemetery requires, prior to any commitment service, the payment in full of all charges associated with that service.
3. All Saturday services are required to arrive before 11:30 a.m. and will have an additional charge for overtime added to the fee.
4. Overtime will be charged for any weekday service with a scheduled arrival at the Cemetery later than 2:30 pm.
5. Late arrival charges, the Cemetery will add an additional overtime/late fee for funeral services arriving at the cemetery 45 minutes after its scheduled arrival time.
6. The Cemetery will not schedule funeral services on Saturday afternoon, Sundays or on Federal, State or local holidays. These days are not regularly scheduled working hours. An additional charge may be added when overtime hours are necessary or have been used in counting a notice of 12 regularly scheduled working hours.
7. The Cemetery's charges determined in accordance with the foregoing provisions include:
 - a. opening and closing of the grave site, including digging, back filling, leveling,
 - b. grass seeding at the proper time of the year of the grave;
 - c. examining the Cemetery's records to ensure the correct location of the grave; and
 - d. the updating of Cemetery records to show an interment;
 - e. traffic direction and parking assistance as needed;
 - f. moving nearby memorials as necessary to ensure access to the grave site by Cemetery equipment, and
 - g. special equipment and personnel as necessary for the service.
8. Optional items separately charged include: chairs for seating, tent canopy, artificial greens to cover the grave area

SECTION VII: CEMETERY RESPONSIBILITY FOR CARE AND MAINTENANCE OF THE GROUNDS

1. The Cemetery shall provide for the care and maintenance of the surface conditions of the cemetery grounds, such as grading, fertilizing, seeding, and, as far as possible, the keeping of each lot clean and in good appearance, and providing reasonable access to each grave.
2. New graves and graves needing reseeding in the opinion of Cemetery staff will be seeded in the Spring and the Fall. The Cemetery is under no obligation to reseed during other times of the year that do not permit proper germination of the seeds. The Cemetery also may take whatever time it deems necessary to prepare the site properly for seeding. The Cemetery is under no obligation to provide new turf for graves.
3. Section 54.1- 2312 of the Virginia Code exempts the Cemetery from the legal requirement to maintain a perpetual care fund to provide in perpetuity for such maintenance of the cemetery grounds. However, the Cemetery maintains an endowment for such purpose. Currently, by Cemetery Board of Directors policy, a significant portion (20%) of the funds received for new ownership rights are deposited in the endowment care fund. This policy may be changed at any time by the Board.
4. The Board of Directors may determine upon what and in what manner the monies from said fund shall be expended, and direct such expenditures in such a manner and time as, in its sole judgment, it may deem advisable for the care, reconstruction, expansion, repair and maintenance of all or any portion of the Cemetery grounds, including structures and equipment necessary to support grounds maintenance, and it may also expend said funds for attorney's fees and other costs necessary for the administration, supervision and preservation of the Cemetery property.

SECTION VIII. IDENTIFICATION AND MARKING OF GRAVES

A. GENERAL PROVISIONS:

1. Ivy Hill is dedicated to long range preservation of the Cemetery grounds as an attractive, reverent setting for the sacred burial of the deceased. Accordingly, certain sections of the Cemetery are restricted as to the use of memorials (e.g., monuments or markers) to ensure uniformity and continuing aesthetic appeal.
2. As the result of changes in the design of special areas, features or structures in the cemetery (such as cremation gardens and the Circle of Honor) there may be very specific and special rules governing the identification used in the identification and marking of graves. Information as to the rules for every location in the Cemetery must be obtained at the office, and all persons concerned must contact the Management before placing an order for such

material or services.

3. No memorial sold by the Cemetery will be caused to be manufactured until receipt of one-half of the funds due, and an invoice for the balance due will be issued upon installation of said marker or the monument.
4. The Cemetery does not install memorials purchased from outside vendors.
5. The Cemetery reserves without limitation the right to approve all monuments, memorials, markers, tombs, etc. The requirements for approval will be based on, but not limited to, good design, an effort to avoid undue and monotonous duplication or excessive contrast with surrounding installations. Due to changes made from time to time in the type of monuments, markers or memorials permitted in various sections, it is required that Owners consult the Cemetery before orders are placed with outside vendors to comply with rules governing the type of memorial permitted in certain sections.

B. WORK BY VENDORS:

1. Work shall not be done on any lot except by employees of the Cemetery or its agents, without the written order of consent of the interment right holder or representative and a work permit obtained from the office. This rule applies to the cutting of inscriptions, installation of foundations, the cleaning or setting of memorials of any type or size.
2. Rules governing the erection of memorials are strictly adhered to and the Cemetery publishes an addendum to the Rules and Regulations further detailing said rules. This addendum is hereby made a part of the Rules and Regulations. This document is titled: "Requirements / Regulations / Specifications For The Sale And Installation Of Markers, Monuments And Memorials Information For Families And Authorized Dealers." A summary of the permissible dimensions specified in the addendum for memorials in the cemetery (by section, lot and site) follows:

SPECIFIC INFORMATION FOR MEMORIALIZATION

The items checked below refer to SECTION _____ LOT # _____ SITE(S) # _____

- A. _____ Bronze Memorials only, no planting permitted. (Vet. T, and portions of Sections 1, 2, 3, 4, 5 and all of section 6.) Bronze niche plates only on selected Columbaria.
- B. _____ Individual Bevel Marker or Bronze memorials only, (max. stone size 2-0 X 1-0 X 0-10) no planting permitted. (Sections 3-1, 3-2)
- C. _____ Individual Monument only (see size restriction), no planting permitted.
- D. _____ Slant OR Low Monument, 22 inches in height (Section 3-3, Sections 4 and 5)
 - a) Individual 2-6 X 1-6 X 1-10, no planting permitted.
 - b) Double 3-10 X 1-6 X 1-10, no planting permitted.
- E. _____ Small Monument (Section 3-3, all of Sections 4 and 5)
 - a) Individual 2-6 X 1-2 X 2-8, no planting permitted.
 - b) Double 3-10 X 1-2 X 2-8, no planting permitted.

- F. _____ Monuments and planting permitted in accordance with Rules and Regulations.
 - G. _____ Cremation Garden rules apply for memorialization and floral placement.
3. The Cemetery, in the case of Monument and/or Memorial dealers, allows that if such dealer is located outside a 35-mile radius of the Cemetery, to sub-contract its in-cemetery work to an authorized dealer. The selling dealer is responsible for providing all forms, signatures, authorizations as well as insurance coverage for themselves and any-and-all subcontractors per the Work Permit requirements of the Cemetery.
 4. The Cemetery retains control of all installations of foundations, making certain that all work is properly laid off, placed and completed. A published fee based on cents per square inch of the size of the base of the monuments or markers shall be paid by the owner or contractor in advance of installation. The Cemetery shall have the right to require that proper location information be incorporated in any monument, marker or memorial. An example would be **3-1, 26, 1-4** or **R,144,3**. Such information, if required, shall be cut or cast into the monument, marker or memorial where specified or approved by the Cemetery.
 5. The Cemetery reserves without limitation the right to remove all monuments, memorials, markers, tombs, etc. that have been placed anywhere in the Cemetery **in violation of any** of the provisions of the rules and regulations.
 6. All earth or rubbish accumulated by owners of lots, or their agents, must be carefully removed by them from the lot and Cemetery.

C. DAMAGE TO OR THEFT OF MEMORIALS

1. Except in the case of Cremation Garden memorials, monuments and markers are the personal property of the individuals who purchase them. Cemetery insurance does not cover privately owned monuments or markers, and the responsibility to repair damage to the same as the result of vandalism and acts of God rests with the individual owner.
2. The Cemetery is not responsible for theft or damage to anything placed on graves or lots. However, in the case of vandalism, and determination of those responsible for same, the Cemetery will pursue reasonable means to recover damages caused to the Cemetery and memorials. Damages include but are not limited to the cost of removal and the immediate and necessary repair plus the cost of Cemetery personnel, costs, of materials, and costs of any subcontractors.
3. In the case of serious vandalism involving damage to monuments or markers the cemetery will notify the affected lot holders, if addresses are available, and, where possible, will take such temporary measures as necessary to minimize the damage. If lot holders subsequently fail to make permanent repairs, the Cemetery will dispose of the monuments and markers or make repairs and charge the lot owner for same.
4. The Cemetery sells bronze memorials with provisions for care of the memorial and includes the cost for this care in the purchase price. This fact makes it economically necessary that a published fee calculated on cents per square inch of the memorial and the base be paid by the

owner of any memorial not purchased from the Cemetery before installation. The Cemetery will use a published fee schedule for the care and/or installation of bronze memorials. The square inch fee is determined by the size of the base used for the memorial. If a memorial is offered to the Cemetery by lot owner for installation of such a size that the total fees of installation and care are less than \$250.00, then the minimum charge of \$250.00 shall apply. The Cemetery reserves the right to enter a lot or lots, without notification, and move markers and memorials to gain access to the lot or adjoining lots to make necessary interments. The Cemetery will as soon as practicable, subject to weather and time availability, restore the moved items to their correct positions.

5. Any item placed by the Cemetery, its agents, lot owners, their agents or anyone, may be removed if any monies owed to the Cemetery are not paid in full either at the time of placement. This may include removal of items from a lot or single grave site, or in a cremation garden.

D. OTHER STRUCTURES OR FIXTURES NOT ALLOWED

1. No wooden, stone or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted to be brought upon the grounds of the Cemetery.
2. No enclosure of any kind, such as a fence, coping, hedge, planting or ditching, nor the gathering together of stones, rocks, bricks, or the like to form a barrier shall be permitted around any grave, lot, marker or plant except with the express permission of the Cemetery.
3. Grave mounds will not be allowed and no lot shall be raised above the established grade.
4. Corner markers will no longer be allowed in any Sections in the Cemetery other than those that are now in place or those that may be furnished by the Cemetery to number the Sections.
5. No individual vases that are not part of a monument or marker shall be installed in the Cemetery.

E. TEMPORARY MARKING OF GRAVE

1. A temporary marker will be provided by the Cemetery as a service for the identification and location of new unmarked interments where no other pre-existing permanent memorials are located on the owner's adjacent interment right sites. All other forms of temporary burial identification placed on graves in the Cemetery will be subject to removal at the discretion of the Cemetery.
2. A temporary marker furnished by the owner or the funeral home may be placed on any new interment location subject to the same rules and restrictions for temporary markers in this section.
3. The temporary marker will normally be ordered at the time arrangements for committal service are made at Ivy Hill Cemetery. The marker will be placed by the Cemetery within one week of the committal service except in cases of inclement weather or unforeseen shipping delays.
4. The temporary marker, whether placed by the Cemetery, the family, or the funeral home, will normally remain on the grave for a period of no longer than 120 days from the date of marker

- placement. The Owner may request to remove and keep the temporary memorial at any time.
5. If after 120 days the Owner has not removed the temporary marker, the Cemetery may remove and dispose of the marker. Ivy Hill Cemetery may leave the temporary marker in place for longer than 120 days for any reason at its discretion. For instance,
 - a. Where there is a permanent memorial on order, the temporary memorial may remain beyond 120 days when placed on or near the foundation of the ordered item until the time of the delivery and installation of the permanent memorial.
 - b. Where a significant date is upcoming shortly after the expiration of the 120-day period (a holiday, an anniversary of the death or birth of the deceased, etc.).
 6. The information on the temporary memorial marker will be limited to four lines:
 - a. Name of the deceased
 - b. Art Work
 - c. Date (Birth - Death)
 - d. Section, Lot & Site; Ivy Hill.
 7. If the temporary memorial for some reason must be replaced, the cost shall be the responsibility of the Owner.

SECTION IX. DECORATIONS

1. Decorations of graves and memorials are encouraged. The Cemetery o encourage such displays so long they do not impose unreasonable difficulties for maintaining the Cemetery grounds and have not deteriorated and/or present problems for ground maintenance activities.
2. The Cemetery is not responsible for theft or damage to any decoration placed on graves or lots.
3. The Cemetery will place floral items delivered to the office for placement on interment sites. The Cemetery charges a small fee for this service and the associated cost of removal of the item. The Cemetery will provide lookup and directional information for placement by others but cannot guarantee accuracy of such placement. No fee will be charged for this service.
4. Cut flowers and artificial flowers are allowable. For the period of March 1st to December 1st of each year only cut flowers or potted plants that can be removed and disposed of are permitted, except artificial arrangements in containers wholly within the structure of the memorial.
5. Anyone wanting to have cut or artificial flower containers on the lot during the period of March 1st through December 1st for convenience must have an approved permanent type of container part of, mounted on, or inset in the memorial so that when not in use they may be out of the way for maintenance of the lot.
6. The Cemetery general policy is that no grave site may have more than two floral decorations in place at any one time except at the time of interment, at which point all floral offerings from the funeral service will be allowed to be placed on the grave for a reasonable length of time.
7. Flower baskets are permitted f for specific occasions and for limited duration.
8. Small toys, notes and written remembrances may be left until they begin to deteriorate.
9. Wind chimes may be placed on nearby bushes and trees with approval of Cemetery staff.
10. All acceptable decorations should be left on or very close to the memorial. If they are left in

- scattered fashion near the memorial, Cemetery staff may collect them together and move them on or immediately adjacent to the memorial.
11. The Cemetery reserves the right to remove dead or dying cut flowers, potted plants, or artificial flowers or arrangements of the same, and their containers or holders, whenever the Company deems necessary.
 12. Any other acceptable decorations may be removed at any time if they are deemed by Cemetery staff to have deteriorated and become unsightly, interfere unreasonably with Cemetery maintenance activities, or pose a danger.
 13. No boxes, large toys, glassware, glass flower vases, metal cans, sprinkling cans, receptacles, glass and plastic boxes, unauthorized permanent containers and/or floral designs, metal designs, ornaments, chairs, benches, settees, large vases, glass, wood or iron cases or any foil covered containers, and items of clothing are not allowed in the Cemetery.
 14. No wooden, stone or cast-iron bench or chair, or any wooden or wire trellis, are allowed in the Cemetery.
 15. If placed, the Cemetery reserves the right to remove any prohibited items without notice.
 16. The Cemetery will clear the grounds of all seasonal memorial materials and containers generally according to the following schedule: Starting no earlier than 7 days after Valentine's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.
 17. During the mosquito breeding season, all vases and containers are subject to being emptied, the vase or container inverted or removed for disposal along with contents thereof as frequently as deemed necessary by Cemetery staff.

SECTION X. PLANTINGS

1. On lots in the old sections of the cemetery (alphabetically labeled) where a monument is permitted, plantings may be made only on either end of the monument. The lot owner must present to the Cemetery a request to plant and obtain the Cemetery's authorization before proceeding.
2. In numbered sections of the Cemetery, additional sites may be/or have been purchased to allow for planting of Cemetery-approved bushes and/or trees.
3. In sections of the Cemetery requiring memorials that are flush with the ground, or are for the use of individual markers only, no planting is allowed. No plantings are allowed in front of or behind any monument, memorial or marker.
4. Plantings normally are limited to the dwarf variety.
5. The Cemetery assumes no responsibility for any or all plantings under any circumstances. Any plant material is placed at the risk of the owner.
6. Owners have the responsibility of maintaining, trimming, pruning, etc. any plantings authorized for installation by the Cemetery.
7. The Cemetery will maintain the planting of trees and large shrubs, to preserve and maintain landscape features, but does not plant or maintain individual plantings or urns.
8. Plant material may have to be removed to gain access to adjoining or nearby lots for maintenance or opening of a grave or graves. The Cemetery will, without notification to owners of said lots, remove and replant the original materials after completion of the maintenance or opening. The Cemetery in so doing will attempt to restore plantings to the

- original appearance but assumes no responsibility for such plant materials or their survival.
9. If any trees or shrubs situated in any lot shall by means of their roots, branches, or otherwise become detrimental to adjacent lots or roadways, the Cemetery shall have the right to enter said lot and remove such trees and shrubs, or such parts thereof as he deems proper for the benefit of the Cemetery.
 10. All earth or rubbish accumulated by owners of lots, or their agents because of planting activities must be removed and deposited at such place as the Cemetery Staff may direct.

SECTION XI. LOCATIONS WITH SPECIAL RULES AND REGULATIONS (CIRCLE OF HONOR AND CREMATION GARDENS)

A. SECTION 6 - CIRCLE OF HONOR COLUMBARIA 1 & 2

1. Space limitations:
 - a. Niche interior dimensions are nominally 11.5 x 11.5 x 11.5 inches.
 - b. No more than two cremations interment rights are allowed per space.
 - c. The number of rights is determined by the terms and requirements at the time of sale. A secondary right must be purchased for the inurnment of a secondary right.
 - d. The Cemetery assumes no responsibility or liability for the attempted use of an urn or in the case of two inurnment rights where the size and shape of urn or urns will not fit individually or collectively together into the specified niche dimensions of the niche. It is the owner or responsible party's responsibility to have cremains placed in a suitably sized urn or urns for inurnment in the interior dimensions specified.
 - e. An urn or urn vault is not required but is recommended. The use of a cremation vault is prohibited.
2. Memorialization requirements for all niches are limited to the purchase of Matthews International Impact cremation bronze niche plaque, Hunter Green style #6029632 individual full scroll, companion full scroll or companion tri-scroll, provided and/or installed by the Cemetery and attached to the granite covering the niche.
3. An approved bud vase may be purchased and installed by Ivy Hill Cemetery and attached to the granite covering the niche where specified by the cemetery.
4. The Cemetery may reserve unto itself the exclusive right to sell and install any forms of memorialization/identification on the columbaria niches that it has designed and caused to be placed in the Cemetery to insure the completion of the design effect as intended.
5. Decorations:
 - a. Flowers from services at the columbaria will be placed in areas designated by the

- cemetery. Flowers will normally be removed 3 days after the service.
- b. Nothing may be attached to, affixed on or placed on top of the columbaria in any manner. Only approved cut or artificial buds may be used in the bud vases attached to the columbaria.
 - c. No artificial flowers, vases, wreaths, or any kind of planters will be allowed, these items will be immediately discarded.
 - d. Cut flowers are permitted in designated areas adjacent to the columbaria but will be removed every Tuesday or as needed to keep the columbaria area in a neat and orderly condition.
 - e. Christmas wreaths may be placed near the columbaria in designated areas for the 2 weeks before Christmas and will be removed by Cemetery Staff no later than the 7th of January.

B. CREMATION GARDENS

1. Due to the space limitations of the cremation gardens, funeral committal services may not be able to be held at the exact site in a cremation garden. The service may be held at a nearby location determined by the cemetery and the remains placed in the urn container, niche or ossuary after the service.
2. The ownership of the memorial remains with the Cemetery and the Cemetery retains the duty and obligation to maintain the memorials located in a cremation garden. The inurnment right owner has no right to remove or replace a memorial located in a cremation garden.
3. Placement of cremated remains.
 - a. Cremated remains must be placed in an ossuary, urn chamber or columbarium niche.
 - b. There will not be any direct ground burial of an urn within a cremation garden. No scattering of cremated remains on the surface of the cemetery grounds, except in any specifically designated areas.
4. Scattered cremated remains are not recoverable in any way.
5. Each cremation garden site (except for the ossuary as explained below in section CG-4) has one cylindrical urn chamber into which a maximum of 2 urns or cremated remains may be placed. An urn must fit inside that urn chamber or niche Cremated remains may be placed into an urn or flexible container for placement in an urn chamber or directly scattered into the urn chamber.
 - a. All pre-installed cylindrical urn chambers have a diameter of 6 inches. To fit, the urn may have a maximum diameter of 5 1/2 inches. (Note that a plastic, or cardboard temporary container provided by a cremation provider generally will not fit into such a cylindrical urn chamber.)
 - b. The Cemetery provides 1 cylindrical urn in the price of the inurnment right; if requested, a second cylindrical urn must be purchased.

6. The niches in the Cremation Gardens may be a nonstandard size. When purchasing an urn, one should check with the Cemetery Office to make sure the urn(s) will fit into the niche for which the urn is intended.
7. The Cemetery assumes no responsibility for urns that do not fit into an urn chamber or niche unless the Cemetery certified in writing that the urn would fit, or the Cemetery provided the urn.
8. There will be a separate charge for placement of each urn or depositing cremated remains in urn chambers or niches.
9. The Cemetery shall furnish and maintain all landscaping and planting materials for the cremation garden areas. The Cemetery may consider requests by those who have purchased inurnment rights for the Cemetery to install types of landscaping features or plantings, but is under no obligation to agree to do so.
10. Cut flowers and artificial flowers intended as a remembrance may be placed in a temporary Cemetery vase in the cremation gardens. Any artificial flowers or plants must be natural looking in size, color and material.
 - a. Cut flowers and the vase will be removed at the discretion of Cemetery s without notice when the flowers are no longer fresh and attractive.
 - b. Artificial flowers and the vase will be removed at the discretion of Cemetery staff without notice if they are not natural looking or have deteriorated.
 - c. Only 3 floral arrangements will be allowed to remain in a cremation garden after a service. These arrangements will remain for 1 week after the service and then be removed by Cemetery. They may be removed earlier at the discretion of Cemetery without notice if they are no longer fresh and attractive.
 - d. To preserve the ambiance and appearance of the cremation garden, freestanding remembrances or statuary are not allowed. Unless the item appears to be intrinsically valuable in the reasonable opinion of Cemetery and the owner of the item can be identified through reasonable efforts, such items will be removed and discarded by Cemetery staff.
11. Cremation Garden sites may be resold by the owner within the rules of ownership and resale of Ivy Hill Cemetery. No site may be offered for resale if the existing memorial has been inscribed unless a replacement memorial approved by the Cemetery is available for immediate replacement of the original inscribed memorial before its removal. The costs of such a replacement will be the responsibility of the inurnment rights owner.
12. Ossuary
 - a. An ossuary is an underground vault in which cremated remains are scattered and comingled with the cremated remains of others in the vault. These cremated remains are not recoverable.
 - b. The right to have the cremated remains of one person deposited in and scattered within an ossuary will be sold on an at-need basis only. There will be no pre-need sales of ossuary scattering rights.
 - c. A scattering right in an ossuary does not include any type of memorialization. Memorialization is a separate option at an additional cost. These ossuary memorialization

options include: a cenotaph panel space, a memorial paver, or an inscription on an existing family memorial in the Cemetery.

d. The Cemetery does not require that any memorialization be done.

13. Special Rules apply to Columbarium Niches in Cremation Gardens

a. The price of each Columbaria inurnment right includes the initial (1 time) inscription of the niche panel and standard shipping costs.

b. Inscriptions on Columbaria Niche Panels

i. The price of each Columbaria inurnment right includes the initial (1 time) inscription of the niche panel.

ii. Shipping of the panel to and from the inscriber will be by standard ground courier service to and from the inscriber. Rush shipping and handling are available at an additional cost.

iii. The family, at its option, may choose to replace completely the existing niche panel at any time. In this case, the owner will charge for a new niche panel.

iv. The family may request that the original niche plate returned in which case an additional charge for freight from the inscriber will be the responsibility of the family.

14. Memorial Inscriptions

a. All inscription orders shall be paid in full in advance. The Cemetery must have a signed approval of the inscription and the layout before ordering any inscription.

b. The Cemetery will choose the contractor(s) which place inscriptions on all Cremation Garden memorials (including columbaria niche panels).

c. The following are allowed on the memorial, so long as sufficient space is available on the memorial: A person's name, and birth and death dates (including month and day); an epitaph; flush cameo images; religious symbols; and carvings of fraternal groups or professional societies or public safety badges.

d. For size reasons inscriptions on Memorial Pavers, Memorial Curbing, End Post Memorials, and Garden Block Memorials shall be limited to person's name, and birth and death dates (including month and day).

e. Inscriptions on Memorial Boulders may be limited due to the inscribable space on each boulder.

f. The Optima font shall be used for all inscriptions except Niches.

g. If requested, inscriptions on black granite may be highlighted with white lithochrome and inscriptions on gray granite may be highlighted with a Dark Gray or Black lithochrome.

15. Cenotaph Inscriptions

a. Shall be limited to a person's name, years of birth and death (not including month and day).

b. May be inscribed with a person's name that is not interred in the Cemetery.

c. Cenotaph panels may be removed for additional inscriptions by the Cemetery without notice on a periodic basis based on the volume of names awaiting inscription on the panels. The Cemetery shall endeavor to keep the time a panel is removed as short as possible.

d. All inscriptions shall be in the Optima font and highlighted with white lithochrome.

16. Columbaria Niche Inscriptions

- a. A niche panel shall be inscribed in the Vermarco font and highlighted with white lithochrome.
- b. A niche panel has space for a person's name, and birth and death dates (including month and day).
- c. One such inscription is included in the purchase of the inurnment right. Any additional inscriptions on a previously inscribed niche panel (including the addition of a second name and/or a second date) will be charged at the normal inscription pricing charges, plus shipping to and from the inscriber.

SECTION XII. FEES AND CHARGES

A. TYPES OF FEES

The Cemetery fees are determined by what it costs and will cost to operate and maintain the Cemetery both now and in distant future. There are three basic types of fees charged by Ivy Hill Cemetery: 1) fees for interment and inurnment rights, 2) fees for commitment services during interment or inurnment, and 3) fees for memorial products and related services.

B. PRICING SHEET

Due to changing conditions, fees are set forth in a separate pricing sheet that may be changed from time-to-time by the General Manager. Once purchased however, these rights are permanent and inheritable and do not increase in price. Some of these rights or services may be purchased both at the time of need or "pre-need".

SECTION XIII. VISITORS

A. GENERAL PROVISIONS

1. The Cemetery is open during daylight hours (from sunrise to sunset) weather permitting.
2. Any person found on the grounds after sunset and before sunrise will be considered a trespasser and is subject to prosecution as such.
3. All visitors upon or entering, the Cemetery shall, if requested by Cemetery personnel, identify themselves and state their purpose for the visit.
4. Enter or leave the Cemetery by the public gates.
5. All persons are reminded that the grounds are sacredly devoted to the burial, memory and honor of the dead. The provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of this purpose.
6. All visitors are requested to inform the Cemetery staff of any breach of these rules and regulations or other improper decorum that may come to their attention.

B. DOGS AND OTHER PETS

1. The Cemetery allows owners and visitors to walk pets on the Cemetery grounds using the roadways; please do so responsibly. Do not walk your pet near any committal services or other ceremonies being conducted in the Cemetery. Pet walkers must clean up behind their pets and must have their pets on a physical leash and always be in control of their pets.
2. All City of Alexandria laws regarding pets apply on the grounds. Alexandria. Animal Control will be contacted to enforce any violations.

C. VEHICLES AND OTHER FORMS OF TRANSPORTATION AND RECREATION

1. No vehicles are permitted to pass a funeral procession, and at no time are vehicles permitted off paved or gravel roadways. Heavily loaded vehicles are not permitted on the Cemetery roads except by permission of the Cemetery staff, and must travel on such roads as designated and never on any of the lawns.
2. No motorcycles or mopeds shall be admitted to the cemetery, except such as may attend funerals, on business or visitation.
3. Bicycles are permitted on the Cemetery roads solely for passing through the Cemetery or visiting graves; cycling in the Cemetery for exercise is prohibited;
4. Speeds of over 15 miles per hour are not permitted, and no person shall either ride or drive upon the lawns.
5. The Cemetery may close the roads to vehicles due to snow and ice conditions. However, when the roads are closed, visitors are free to walk at their own risk in the Cemetery.

D. PROHIBITED ACTIONS AND ACTIVITY

1. Skateboards, sledding, cross-country or other types of skiing are not permitted in the Cemetery. All persons are strictly warned not to write upon, deface, or in any way mar or injure any monument, marker, memorial, vault, or other structure within the Cemetery.
2. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish or other animal life.
3. No person may bring, consume or use beer, wine, or any intoxicating liquors or drugs within the Cemetery, except for the purpose of offering a single toast to the deceased during a commitment service.
4. No person may use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
5. The Cemetery may forbid and prevent any assembly which it deems improper.
6. No signs, notices or advertisements of any kind shall be allowed in the Cemetery, except those placed by the Cemetery.
7. Photographs, videos, films or TV programs on the Cemetery grounds or using the Cemetery

as a backdrop without a written permit from the Cemetery is prohibited.

8. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees or volunteers of the Cemetery or Society, is prohibited
9. No firearms shall be permitted within the Cemetery except by an employee of the Cemetery, by those holding a valid permit, by law enforcement officers, only a military guard of honor (and then only during a Military Service).
10. The Cemetery reserves the right to refuse admission to any one not a lot owner and to refuse the use of any of the Cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemetery or for conducting any commitment service or special event, or for any other occasion that should warrant limited access to the Cemetery for a specific, temporary reason.

SECTION XIV. VENDOR WORK PERMITS

1. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work must have written permission or a valid contract with the Cemetery for performing work on Cemetery grounds. Failure to comply will constitute trespass.
2. This rule applies, but is not limited to, the gathering of information for commercial purposes, as to size, color, type of plant or flower, obtaining a rubbing or photographs pursuant to the matching of memorialization, inscriptions or plant material, the cutting of inscriptions, installation of foundations, the setting of or cleaning of memorials, the planting or placing of flowers, plant materials and decorations, or the pruning or removal of any plant material or decoration.
3. The cemetery requires that all outside commercial vendors performing work on the Cemetery grounds provide the Cemetery with Liability and Workers' Compensation Insurance Certificates. The certificates naming the Cemetery as an insured must show evidence of at least \$1,000,000 comprehensive general liability, \$1,000,000 vehicular liability and a minimum \$100,000/\$300,000 workers' compensation coverage. This certificate must be updated at least yearly by the dealer's insurer when policies are renewed or cancelled.
4. Work permit applications shall be filed in the Cemetery office and on forms provided by the Cemetery may be granted by the Cemetery General Manager or designee upon satisfactory review of the applicant.
5. Licensed Funeral Directors and their vault companies that regularly work in the Cemetery are exempt from the work permit requirement.
6. A valid work permit shall be displayed in the vendor's vehicle windshield while on the Cemetery grounds. If undated, the work permit must be returned to the office upon completion of the work.
7. All earth, rubble, excess sand, trimmings or rubbish of any kind created or accumulated by the

permit holder must be removed by the vendor from the Cemetery, not placed in the Cemetery trash or disposed of within the Cemetery in any manner, unless expressly agreed to by the Cemetery.

8. The Cemetery will inspect the work performed to determine that the work has been completed in a satisfactory manner and in accordance with the Rules and Regulations.
9. All work and other activities must cease in nearby areas when a funeral service is in progress as directed by Cemetery staff.