

# **Catholic Cemeteries of Spokane**

**Holy Cross Cemetery  
St. Joseph Cemetery  
Queen of Peace Cemetery**

## **Rules and Regulations**

Revised and approved  
March 22, 2011

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## **STATEMENT OF PURPOSE CATHOLIC CEMETERIES OF SPOKANE**

Ever since the Sacred Body of our crucified Savior was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ with an atmosphere of deep Christian faith.

In the Funeral Mass and burial prayers, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the Body, the Communion of Saints and Life Everlasting; but as a further seal and symbol of that faith she sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

It is with these beliefs and precepts of the founders that the purpose of the Catholic Cemeteries of Spokane shall be:

- to serve the members of the Christian Community and their families;
- to carry out the religious function of the burial of the dead, and to care for the resting places of the deceased;
- to accept responsibility for the implementation of this religious function under the auspices of the Bishop of the Diocese of Spokane;
- to fulfill the teachings and rich traditions of the Catholic Church with regard to the deceased and the sacredness of the cemeteries in which their bodies rest;
- to recognize the deep religious significance of the Corporal Work of Mercy involved in the burial of the dead;
- to respect and care for the people of God who, even in death, remain a part of the Christian Community;
- to encourage prayer and devotion for our deceased brothers and sisters;
- to oppose any effort to minimize or destroy any of the Catholic teachings which relate to death, burial and remembrance of the departed souls;
- to proclaim through our words, work and examples the Sacredness of the Human Body, Belief in the Resurrection, and the Christian Virtue of Hope.

**COVER TITLE AND APPROVAL DATE**

Rules and Regulations  
of  
The Catholic Cemeteries of Spokane  
Diocese of Spokane  
State of Washington

Approved: March 22, 2011

Revised: 3/22/2011

## **FORMAL ADOPTION AND SUBJECTION**

### Rules and Regulations

#### The Catholic Cemeteries of Spokane

#### Diocese of Spokane

For the mutual protection and benefit of lot holders in the cemeteries of the Catholic Cemeteries of Spokane, the Board of Directors of the Catholic Cemeteries of Spokane with the consent of the Most Reverend Bishop of the Diocese of Spokane hereby adopts the following rules and regulations. All lots and lot holders within the Cemeteries shall be subject to said rules and regulations and such amendments or alterations thereof, or additions thereto, as shall be adopted by the Board of Directors of the Catholic Cemeteries of Spokane, from time to time; and by reference to these rules and regulations in the document conveying the right of interment shall have the same force and effect as if set forth in full therein.

The following rules and regulations have been developed to foster a sense of cooperation between the cemetery authority and those who hold various rights of interment. They are intended to insure the continuation of the general plan set forth for the future development of the cemetery, and the protection of all holders of burial rights, goods and services.

Rules and regulations are not intended to be restraining, but rather the defining of an orderly plan of operation, care and maintenance for the cemetery on into the future and have been instituted to prevent lawsuits by providing information to purchasers as to the rights they have purchased.

## **PREAMBLE**

In the very earliest days, Mother Church found it necessary to make rules and regulations which would protect her sacred places and the relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty or bring dishonor on the dead.

To insure the sacred character of The Catholic Cemeteries of Spokane of the Diocese of Spokane, in accord with the mind and traditional practice of the Church and to establish and maintain good order, the following Rules and Regulations are in effect.

## SECTION A

### **DEFINITIONS**

Unless otherwise indicated, the following terms as used in these rules and regulations shall have the meanings indicated:

1. The term “Cemetery Authority” shall mean the Diocesan Director of Cemeteries, the Board of Directors, the Executive Director and/or other person(s) duly appointed by the President of the Board of Directors for the purpose of conducting and administering the cemeteries operated under the tenets of the Catholic Church as applied by the Catholic Bishop of Spokane.
2. The term “Cemetery” as used herein shall mean all property for earth burials, mausoleum and garden crypt entombment, and niche inurnment associated with Holy Cross Cemetery, St. Joseph Cemetery and Queen of Peace Cemetery when developed and blessed, including, without limitation:
  - a. All land dedicated, reserved or used for interment of the remains of human dead;
  - b. All vegetation therein;
  - c. All graves, mausoleums, crypts, columbaria, niches, or other interment spaces therein;
  - d. All memorials and works of art therein;
  - e. All roadways, walkways and other structures of every kind therein, and
  - f. All equipment and facilities incident to the operation of the Catholic Cemeteries of Spokane.
3. The term “Cemetery Management” means those employees of the Cemetery Authority in charge of the day-to-day activities relating to the administration of the grounds and buildings of the cemeteries.
4. The term “Cemetery office” means the office of the Cemetery Authority located on the Cemetery premises.
5. The term “Endowment Care” means the cutting of the lawns on the graves and other lawn areas within the Cemetery at reasonable intervals, trimming of memorials, and the general maintenance of the Cemetery including buildings, roads, fences, etc., in so far as the future, net income derived from the Endowment Care Fund will permit when interments are no longer being conducted.

6. The term “Interment” means the burial, entombment, or inurnment of human remains. Interment is used as a generic term to embrace all forms of disposition of human remains in the cemeteries.
  - a. The term “Burial” means the placement of human remains in a grave.
  - b. The term “Entombment” means the placement of human remains in a crypt above ground.
  - c. The term “Inurnment” means placement of an urn containing cremated remains in a grave, crypt, or niche.
7. The term “Right of Interment” means the right to inter human remains in a designated lot as provided in the conveyance given to the original purchaser, or his designated successor(s).
8. The term “Certificate of Purchase” means the document by which the Cemetery Authority conveys the right of interment.
9. The term “Lot” means a grave, crypt or niche.
10. The term “Plot” means a group of two or more adjoining graves, crypts or niches owned by the same lot holder.
11. The term “Grave” means a space of land in a Cemetery used or intended to be used for the burial of human remains.
12. The Term “Crypt” means a space of sufficient size in a building or land area used or intended to be used for the entombment of human remains. The types of crypts are:
  - a. Mausoleum Crypt – a structure in which all crypts front on hallways or corridors which are totally enclosed from the outside elements.
  - b. Garden Crypt – a structure in which all crypts front on walkways which are not enclosed but exposed to the outside elements.
  - c. Lawn Crypt – a land area of pre-installed, below ground crypts, for single or multiple depth interments; accessible only from the top by removal of earthen cover.
13. The Term “Niche” means a space in a columbarium, mausoleum or other structure, used or intended to be used for the inurnment of cremated human remains.

14. The term “Lot Holder” means the person or persons to whom the Cemetery Authority has conveyed a right of interment through original purchase, by transfer from original purchaser, or who hold such right by inheritance.
15. The term “Plot Holder” means the person or persons to whom the Cemetery Authority has conveyed a right of interment in a number of adjacent lots comprising a plot.
16. The term “Memorial” means the device used to identify the place of interment and whose purpose is to commemorate a family or an individual and includes such terms as monument, marker, tombstone, tablet, shutter, headstone, footstone, or niche plate.
17. The term “Cremated Remains” means the remnants of the human body that remain following the cremation process.

## SECTION B

### **GENERAL RULES**

1. **Hours:** The Holy Cross Cemetery grounds are open for visitation every day of the year from 7:00 a.m. until dusk. The Holy Cross Cemetery office is open from 8:00 a.m. to 4:30 p.m. Monday through Friday. The offices at St. Joseph Cemetery and Queen of Peace Cemetery are open by appointment. The offices are not open on Sundays, or any legal holiday except Memorial Day.
2. **Mission:** The Catholic Cemeteries of Spokane are intended for the burial of Christians and their families who are entitled to Christian burial according to the rules and discipline of the Catholic Church. Any question of the burial of any persons not entitled to Christian burial according to the rules and discipline of the Catholic Church shall be decided by the Cemetery Authority.
3. **Admission:** The general public is welcome to visit during the regular hours of operation but the Cemetery Authority reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery's facilities at any time to any person or persons whom the Cemetery Management may deem objectionable to the best interest of the Cemetery.
4. **Warranties:** The Cemetery Authority will endeavor to handle and protect any product or merchandise incidental to the use of the interment rights with all reasonable precautions and care that the purchaser may direct. However, the Cemetery Authority does not assume any warranty that may be expressed or implied by the seller, agent or manufacturer of caskets, vaults, memorial or other items that are purchased from someone other than the Catholic Cemeteries of Spokane.
5. **Special Cases:** Circumstances may arise in which the literal enforcements of a rule or regulation may impose unnecessary hardship. The Cemetery Authority therefore reserves the right to make exception, suspension or modification to any of these Rules and Regulations, without notice, when, in the judgment of the Cemetery Authority or Cemetery Management, such action appears necessary: and such temporary exception, suspension or modification shall in no way be construed as effecting the general application of such Rules and Regulations.
6. **Non-Limitation:** In all matters not specifically covered by these rules and regulations, the Cemetery Authority reserves the right to do that which in its judgment is deemed reasonable in the Cemetery, and such determination shall be binding upon lot holders and all parties concerned.
7. **Enforcement:** The Cemetery Management is hereby empowered to enforce all rules and regulations, and to exclude from Cemetery property any person

violating the same. The Cemetery Management shall have charge of the grounds, buildings and equipment at all times, and shall have supervision and control of all persons and activities in the Cemetery, including the conduct of funerals and other services, traffic concerns, employees, lot owners and visitors.

8. Amendments: The Cemetery Authority may, and hereby expressly reserves the right to at any time or times: adopt new rules and regulations; amend, alter, or repeal any rule or regulation, or article, section, paragraph or sentence in these rules and regulations. Any such changes in the rules and regulations shall be binding upon all parties without notice.
9. Delays: The Cemetery Authority shall be in no way liable for any delay in the fulfillment of any of its contracts or legal obligations, including, but not limited to, maintenance, care, memorial work or construction which may arise from causes beyond its reasonable control and, especially, from delays caused by the elements, an act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority.
10. Loss or Damage: The Cemetery Authority will take all reasonable precautions to protect lot holders and their property rights within the Cemetery, from loss or damage: but the Cemetery Management disclaims all responsibility for loss or damage from causes beyond its reasonable control, including, but not limited to, damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, air raids, or order of any military or civil authority, whether the damage be direct or collateral.
11. Maintenance of Guards: The Cemetery Management shall have the right to maintain guards or other security personnel if in its discretion it deems it necessary, but is under no legal obligation to do so.
12. Designation of Lots: Lots shall be designated by the Cemetery Management on plats filed in the Cemetery Office. The decision of the Cemetery Management as to the location and boundaries of each individual lot is binding on all parties. Lot owners will not be permitted to subdivide any lot without the consent of the Cemetery Authority.

## SECTION C

### **ERRORS MAY BE CORRECTED**

The Cemetery Management reserves, and shall have the right to correct any errors that may be made either in making interments, disinterments or removals, or in description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Cemetery Authority or Cemetery Management, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Cemetery Management reserves, and shall have, the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery Management shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date on the memorial.

## SECTION D

### **CONDUCT IN THE CEMETERIES**

1. **Vehicles:** All vehicles must be kept under complete control at all times, and maintain speeds of less than fifteen (15) miles per hour when on cemetery grounds.
  - a. When meeting a funeral procession all vehicles must move to the right side of the road and stop until the procession passes. When approaching the rear of a funeral procession all vehicles shall remain behind the procession.
  - b. All motor vehicles shall have the engine stopped and keys removed from ignition when parked and unattended.
  - c. It is recommended that automobile doors be locked and/or all valuables removed when left unattended.
  - d. All horns shall remain silent in the Cemetery.
  - e. All vehicles either standing or moving shall remain on paved roadways and parking areas only.
  - f. Parking or leaving any vehicle on any road or driveway within the Cemetery at such location or in such a position as to prevent any other vehicle from passing may cause its removal by the Cemetery Management, at the vehicle owner's expense.
2. **Conduct:** It is of utmost importance that there be strict observance of all proprieties at all times and the Cemetery Management is authorized and directed to prevent improper assemblages or activities.
  - a. Loud talking and distracting activities will be avoided within hearing distance of a funeral service.
  - b. Receptacles for litter are provided at convenient locations; therefore, littering within the cemetery grounds is prohibited.
  - c. Without the permission of the Cemetery Management it is forbidden to cut the sod, pluck any flower, break any branch or remove any tree or plant. Nor shall anyone write upon, deface or damage any memorial, fence or other structure within the Cemeteries.
3. **Peddlers:** No person will be permitted to peddle flowers or plants or to solicit the sale of any commodity within the Cemeteries.

## SECTION E

### USE OF THE CEMETERIES

1. Roads and Walks: Visitors within the cemeteries shall use only the roads, walks and walkways except when gaining access to a specific grave site. The Cemetery Authority expressly disclaims liability for any injuries sustained by anyone not abiding by this rule.
  
2. Flowers and Decorations: Decorating with fresh flowers or live plants is welcomed and in good taste at any time.
  - a. It is preferred that artificial flowers, decorations, or other permanent type embellishments be placed only during months of November through February. If said decorations are placed at other times during the year, they will be removed for grounds maintenance activities, as needed.
  - b. The Cemetery Management is herein authorized to remove any decoration which it determines to be objectionable in any way.
  - c. Under no circumstances will any permanent planting be permitted on any graves or lawn crypt without express permission, in advance, of the Cemetery Management.
  - d. Any unbreakable container is permissible at any time.
  - e. Funeral flowers will be placed on the grave following completion of the interment and will remain for no less than seventy-two (72) hours, at which time they are subject to removal and will be discarded.
  - f. Flowers, plants and decorations placed on graves during the mowing season of April through October will be removed weekly in order to carry out normal lawn care and maintenance procedures. Normally, mowing will be accomplished on Wednesdays at Holy Cross and Queen of Peace Cemeteries and Thursdays at St. Joseph Cemetery.
  - g. Mausoleum and Garden crypt decorations must be removed before the beginning of the first working day of the month of May and October of each year, and must remain off for a period of time so that all crypt fronts can be cleaned by Cemetery personnel.
  - h. Under no circumstances will the Cemetery, Cemetery Authority, or Cemetery Management be responsible for any flowers or decorations placed on any lot, nor will they accept any liability for the removal of such decorations.

3. Trespassers: Only the lot (plot) holder and his/her relatives or friends shall be permitted on the Cemetery lot. Any other person thereon shall be considered as a trespasser and the Cemetery Management shall owe no duty to said trespasser to keep the property, or the memorial thereon, in reasonably safe condition or to warn the trespasser of any defects.

## SECTION F

### **ARRANGEMENTS FOR FUNERALS AND INTERMENTS**

1. **Office Appearance:** The person(s) responsible for organizing cemetery services shall come to the Cemetery Office in order to make necessary arrangements, sign the interment authorization agreement form, and determine terms of payment for agreed upon goods and services.
2. **No Telephone Calls:** The Cemetery Management shall not be held liable for any order given by telephone, or for any error occurring from the want of precise and proper instructions as to the size of the casket or as to the particular grave or crypt location where interment is desired. The Cemetery Management reserves the right to make an equitable charge whenever additional labor costs result from such errors.
3. **Liability of Signer:** Any person signing the authorization for interment of human remains warrants 1) the truthfulness of any fact set forth in the authorization, 2) the identity of the person whose remains are sought to be interred, and 3) his/her authority to order the interments. He/she is personally liable for all damage occasioned by or resulting from breach of such warranty.
4. **Twenty-four (24) Hour Notice:** The Cemetery Management has the right to insist upon twenty-four (24) hours prior notice of any interment.
5. **Multiple Interments:** The Cemetery Management reserves the right to permit or authorize the interment of more than one human remains in one grave, one crypt or one niche. The Cemetery Management may exercise this right with reference to single graves, single crypts or single niches, or any section of graves.
6. **Non-Catholic Interments:** Interments of non-Catholics will be permitted in the Catholic Cemeteries of Spokane with permission from the Cemetery Management under operating guidelines set by the Diocese of Spokane.
7. **Payment for Interment or Memorial:** No interment shall be permitted in any lot until arrangements for payment have been made in the Cemetery office. No memorial shall be placed on any lot until all charges, including the memorial, have been paid in full. Any and all interments shall be considered as temporary and no right shall be acquired by the purchaser until such property, materials and services are paid for in full. In the event the agreed upon terms are not met, the transaction will be considered in default and will be treated accordingly.

## SECTION G

### **INTERMENT PROCEDURE**

1. **Operating Hours:** The Cemetery Management shall have the right to designate the hour and manner in which interments (and disinterments and removal) will or will not be permitted. All interments (and disinterments and removal) shall be subject to the payment of charges as may be fixed by the Cemetery Management.
2. **Outer Burial Container:** Every earth interment shall be enclosed by a concrete grave box/liner, concrete vault or other unit of suitable material approved by the Cemetery Authority.
  - a. The installation of these outer containers shall be performed by Cemetery personnel or an approved vendor with suitable equipment, ability to perform and adequate insurance liability in the event of injury. All vendor installations will be performed under the direction of the Cemetery Management.
  - b. Any outer containers not previously used at Holy Cross Cemetery must be approved by the Cemetery Authority at least thirty (30) days before use.
  - c. Request for approval of a new type outer container must be submitted at least thirty (30) days before use and be accompanied by general information and specifications of the unit. This material will be reviewed by the Cemetery Management and test service facilities recommended, although any recognized testing laboratory may be used. The results of the test must be transmitted to the Cemetery Authority and approved prior to installation of any outer container for interment purposes.
3. **Interments By Employees:** Interments and preparations for interments shall be made only by Cemetery personnel using equipment owned by the Cemetery for this purpose unless other arrangements are made by the Cemetery Management.
4. **Cemetery Management in Charge of Funerals:** All funerals entering the Cemetery shall be under the exclusive charge and direction of the Cemetery Management. All arrangements for any service in the chapel, including the handling and disposition of flowers, must be under the supervision and control of the Cemetery Management and staff.
5. **Burial Permit:** A transit burial permit for each interment as required by the local governmental or public authority having jurisdiction of the matter must be presented to the Cemetery Management before interment is completed. The Cemetery Management shall not be liable for the permit, or responsible for the accuracy of the data contained in the permit, or for the identity of the person to be interred.

6. Opening the Casket: The casket may not be opened at any time within the Cemetery without the expressed permission and in the presence of the Cemetery Management. The Cemetery Management 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 or an order from the duly constituted authority having jurisdiction. In the event necessity requires, the Cemetery Management may take appropriate steps to correct any obnoxious or improper condition.
  
7. Delay of Interment: The Cemetery Management will in no way be liable for any delay in the interment of the remains when:
  - a. A written protest to the interment has been filed in the Cemetery Office;
  - b. Rules and Regulations have not been complied with;
  - c. Instructions regarding the locations of a lot in a plot cannot be obtained, or are indefinite, or when, for any reason, the interment space cannot be opened where specified;
  - d. More funerals arrive at the Cemetery in a period of time such that it does not permit cemetery staff the ability to perform necessary services in a safe and orderly manner;
  - e. The delay is caused by equipment breakdown or any other reason beyond the control of the Cemetery Managements.
  
8. Funerals Not Approved: The Cemetery Management reserves the right to approve and/or restrict any ceremonial act that it determines may be embarrassing to the Cemetery, considered a public nuisance, or which otherwise constitutes undignified demeanor in the judgment of the Cemetery Authority, and therefore not in keeping with the rules and discipline of the Roman Catholic Church.

## SECTION H

### **REMOVALS AND DISINTERMENTS**

1. Cemetery Policy: Remains once interred in the Catholic Cemeteries of Spokane are considered permanently placed, and removal from the grave to another within the Cemetery or Cemeteries, or removed from Holy Cross Cemetery, St. Joseph Cemetery or Queen of Peace Cemetery to any other cemetery is strongly discouraged and a decision to be made only after solemn consideration.

No disinterment or removal shall be allowed except with the permission of the Cemetery Management and with written authorization of the lot holder and nearest of kin, and in accordance with proper legal procedure. In certain cases, at the discretion of the Cemetery Management, permission from the President of the Catholic Cemeteries of Spokane Board of Directors may be required.

2. Removal Permit: Remains disinterred from other cemeteries and brought to The Catholic Cemeteries of Spokane for reinterment must be accompanied by the proper papers as may be legally required. The Cemetery Management shall not be liable for the disinterment permit, or responsible for the data contained in said permit, or the identity of the person to be reinterred.
3. Disinterment for Autopsy: No disinterment will be made for an autopsy, or any other purpose, unless the Cemetery Management is directed in writing to make such a disinterment by order of a court of competent jurisdiction.
4. Liability: The Cemetery Management will exercise utmost care in making a disinterment and removal but assumes no liability for damage to any casket, vault, liner, grave box, or any other burial case in making the disinterment and removal.
5. Payment for Disinterment and Removal: No disinterment or removal shall be permitted from any lot until arrangements for payment have been made in the Cemetery office.

When, in the opinion of the Cemetery Management, a new outer container is needed at the time of reinterment following a disinterment, charges for said outer container will be paid prior to disinterment and reinterment being completed.

6. Prior Notice: At least one week's prior notice may be required for any disinterment or removal.
7. Removal For Profit Prohibited: Disinterment and removal of remains in order that the lot may be sold for profit, is absolutely forbidden.

## SECTION I

### **RIGHTS OF LOT (PLOT) HOLDERS**

1. **Right of Interment:** The use of a lot (plot) is for the lot (plot) holder or lot (plot) holder's relatives for interment purposes only, and not for re-sale or profit. The lot (plot) holder of record has the right to designate individuals to be interred in the lot (plot). The owner of the right of interment does not possess a fee interest or any other interest in the land itself. At no time does the lot (plot) holder have the right to have the remains of more than one deceased person interred in a single interment space without the approval of the Cemetery Management.
2. **Purchasing:** The Cemetery Management reserves the right to specify the terms of purchase of all interment rights in lots and the manner in which these rights shall be held or exercised.
  - a. In the event that any right of interment is purchased immediately prior to the time of interment, arrangements must be made for payment of such right before the interment will be made.
  - b. A purchaser has no right, interest, estate, or title whatsoever to any lot until the purchase price is paid in full. Any and all interments made shall be considered as temporary until the total purchase price has been paid in full.
3. **Default:** In the event that a purchaser should fail to carry out the terms of the purchase agreement, the Cemetery Management may declare the agreement canceled and all rights of the purchaser under the agreement shall terminate without notice. At any time subsequent to the termination of the purchaser's rights, the Cemetery Management reserves and shall have the right immediately or at anytime thereafter, without notice, at its discretion, to remove all remains interred therein to single lots, chosen by the Cemetery Management. Additionally, the Cemetery Management reserves the right to remove any memorial that may have been placed on the lot.
4. **No Easement Granted:** No easement or right of interment is granted to any lot holder in any road, drive, alley or walkway in the Cemetery, but all lot holders are granted a revocable license to use such road, drive, alley or walkway within the Cemetery as a means of access to the Cemetery or buildings as long as the Cemetery Management permits such use.
5. **Inalienable Rights:** At the written request of the lot (plot) holder, the Cemetery Authority may take and hold any lot (plot) conveyed to it by the lot (plot) holder so that thereafter it will be inalienable, and interments will be restricted to the person designated in the conveyance. No conveyance or other action of the lot

(plot) holder pursuant to this will divest a spouse of any right of interment unless the spouse has joined in the conveyance, thereby relinquishing all right to interment in the lot (plot).

6. No Re-sale for Profit: The use of a lot (plot) is for the lot (plot) holder or the lot (plot) holder's relatives or designees only, and not for resale or profit. The rights of interment in any unoccupied lot may only be transferred according to provisions of these rules and regulations.
7. Joint Ownership: Each right of interment in a lot (plot) shall be designated for use by one individual only. In the event of a conveyance to two or more persons as joint tenants, each tenant has a vested right of interment in the lot (plot) conveyed. The order of death shall determine the order of interment of the joint tenants, subject to any waivers, relinquishments or designations previously filed with the Cemetery Management.
  - a. Waiver of Right of Interment by Joint Tenants: Joint tenants may remove themselves from the order of interment by waiving their right of interment in favor of another joint tenant. The sole effect of such waiver is to change the order of interment; the joint tenant granting the waiver retains his/her status as a joint tenant. This waiver is accomplished by filing a signed statement or waiver form with the Cemetery Management notifying the Cemetery Management of such waiver. Changes or amendments to such waiver must be filed with the Cemetery Management and become effective at the time of filing.
  - b. Designation of Interment Rights of Joint Tenants: Joint tenants, by written request or waiver form filed in the Office of the Cemetery Management, may designate the order of interment of joint tenants in any lot owned by the joint tenants. Changes or amendments to such designation must be filed with the Cemetery Office and become effective at the time of filing.
  - c. Designation of representative: Joint tenants may designate one or more persons to represent their rights and may file written notice of such designation with the Office of the Cemetery Authority. Changes or amendments to such designations must be filed with the Cemetery Office and become effective at the time of filing. The Cemetery Management is not liable to any joint tenant for interring or permitting an interment in the lot upon a request from and under the direction of any joint tenant of the lot in the absence of the designation of an authorized representative to act on behalf of the joint tenants, or in the absence of a written objection to the acts of the Cemetery Management filed with the Cemetery Management prior to the interment.
  - d. Authorization by Affidavit: An affidavit by any person having knowledge of the facts and setting forth the fact of death of one joint tenant and

establishing the identity of the surviving joint tenants, when filed with the Office of the Cemetery Management in writing, is complete authorization to the Cemetery Management to permit the use of an unoccupied lot in accordance with the directions of the surviving joint tenants or their successors in interest.

8. In the Event of the Death of a Lot (Plot) Holder: In the event of the death of a lot (plot) holder any and all privileges of the lot (plot) holder shall pass to the lot (plot) holder's family in the following manner:
  - a. The spouse of the owner of any lot (plot) containing more than one interment space has a vested right of interment of his/her remains in the lot (plot), which right may terminate upon remarriage;
  - b. If the lot (plot) holder shall have filed written instructions at the Cemetery Office as to which member or members of his/her family shall succeed to the rights of said lot (plot), said instructions will be recognized by the Cemetery Management, and will be followed if in the judgment of the Cemetery Management such instructions are definite, reasonable, and practical, subject, however, to a vested right of interment of the surviving spouse.
  - c. If no valid or sufficient written instructions shall have been filed, or if valid and sufficient instructions are in conflict with a later will, and the lot (plot) holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof (subject, however, to a vested right of interment of a surviving spouse), such instructions shall control, provided they are not in conflict with the Catholic Cemeteries of Spokane Rules and Regulations and provided the Catholic Cemeteries of Spokane is furnished with proof of the same.
  - d. In the absence of valid and sufficient instructions filed by the lot (plot) holder or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto under the interstate laws of the State of Washington.
  - e. In a conveyance to two or more persons as joint tenants, each tenant has a vested right of interment in the lot (plot) conveyed. Upon the death of a joint tenant, the title to the lot (plot) held in joint tenancy immediately vests in the surviving joint tenant or tenants, subject to the vest right of interment of the remains of the deceased joint tenant and the surviving spouse of the deceased joint tenant.
  - f. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to use of the lot (plot) is complete authorization to the Cemetery

Management to permit the use of the unoccupied portion of the lot (plot) by the person entitled to use of it.

9. Alteration of Spouse's Right of Interment in a Lot (Plot): Any surviving spouse having a right of interment in a lot (plot) may alter such right in favor of any other relative or spouse of a relative of the deceased lot (plot) holder by:
  - a. Filing Waiver: Filing a signed waiver form within the Cemetery Office. The sole effect of such waiver is to change the order of interment. The surviving spouse retains a right of interment in the plot as long as a space remains that is unoccupied. Changes or amendments to any waiver must be filed with the Cemetery Authority and become effective at the time of filing.
  - b. Relinquishment: Any surviving spouse having a right of interment in a plot may permanently relinquish that right by filing a signed statement or relinquishment form within the Cemetery Office notifying the Cemetery Management of such relinquishment.

## SECTION J

### **REPLATTING**

1. **Right to Replat:** The following rights and privileges are hereby expressly reserved to the Cemetery Management to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for disposal or interment of, deceased human bodies or other cemetery purposes:
  - a. To re-survey, enlarge, diminish, replat, alter in shape or size, or otherwise to change the boundaries or grading contours of all or any part, portion or section of any of the Catholic Cemeteries of Spokane.
  - b. To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks or drives, provided ingress and egress to and from any lot (plot) is preserved or is allocated to the lot (plot) holder.
2. **Related Rights:** The following rights and privileges are hereby expressly reserved to the Cemetery Management to be exercised at any time or from time to time:
  - a. Easements and rights of way over and through all of the premises of any cemetery for the purpose of installing, maintaining and operating pipe lines, conduits of drains for sprinklers, drainage, electric, or communications lines, or for any other Cemetery purpose.
  - b. The right to use Catholic Cemeteries of Spokane property not sold to individual lot holders for cemetery purposes, including interment of the dead, or for anything necessary, incidental, or convenient thereto.
3. **Abandoned Lots:** To preserve the active nature of the Catholic Cemeteries of Spokane, any lot may be deemed abandoned if there has been no interment in said lot and there has been no recorded activity pertaining to the lot for a period of sixty (60) years. Any lot designated as abandoned may be reclaimed by the cemetery to be disposed of in any manner the cemetery deems appropriate.

## SECTION K

### **GRADING, LANDSCAPING & IMPROVEMENTS**

1. Exclusive Right: The Cemetery Management reserves the exclusive right to do all grading, landscape work, improvements of any kind, and all care and maintenance of lots; likewise to plant, trim, cut or remove all trees, shrubs, and herbage within any of the Catholic Cemeteries of Spokane.
2. Improvements/Alterations to Lots: All improvements or alterations of lots (plots) in any cemetery shall be under the direction of, and subject to the approval of, the Cemetery Management; and, should they be made without its written consent, said Cemetery Management reserves the right to remove, alter, or change such alterations or improvements at the expense of the lot (plot) holder.
3. Use of Chemicals: The Cemetery Management reserves the right to use legally approved chemical applications to beautify and maintain the Cemetery properties.
4. Employees: Employees of the Catholic Cemeteries of Spokane are not permitted to do any work for lot (plot) holders except upon the order of the Cemetery Management, but are required to be civil and courteous to all visitors.
5. Outside Workers: The Cemetery Management reserves, and shall have, the right to give authorization to any workmen, other than employees of the cemetery, before they may do any work in any cemetery. Lot (plot) holders may have certain work done in accordance with these Rules and Regulations at their own expense upon application to, and approval by, the Cemetery Management; prices for which will be agreed upon and paid prior to work being accomplished.

## SECTION L

### **RELINQUISHMENT/WAIVER/TRANSFER OF INTERMENT RIGHTS**

1. Transfer/Waiver of Rights: Possession of a deed or conveyance is not sufficient evidence of the transfer of a lot from the original lot holder. Any transfer of any interment right or interest in any lot shall be invalid unless consented to, in writing, by the Cemetery Management and the transfer entered on the Cemetery records. The Cemetery Management reserves the right to set a charge for all transfers of ownership in lots, and no transfer shall be effective until all charges are paid. Upon the death of the lot (plot) holder, all unused rights of interment held by the deceased lot (plot) owner shall pass to the heirs at law unless the lot (plot) holder has disposed of the lot (plot) by specific devise in his Will or by a written declaration filed and recorded at the Cemetery Office. The interment right shall not pass by any residue or other general clause of any Will but shall descend to the heirs as though the decedent has died intestate.
2. Relinquishment of Rights: A right of interment may be permanently relinquished upon the filing of a signed statement or relinquishment form with the Cemetery Authority, notifying the Cemetery Authority of such relinquishment. There are two options a lot (plot) holder may follow to relinquish rights to unused lots:
  - a. Private Exchange by Lot Holder to another Party: The lot (plot) holder of record can transfer the right of interment to another party by way of a private transaction. In this case it is the responsibility of the original lot holder to :
    1. Notify the Cemetery of the transfer by filing the appropriate documentation at the Cemetery Office and providing the name and address of the new lot holder; and
    2. Pay the required fee for the change of records.
  - b. Repurchase by Cemetery: Should a purchaser decide to cancel their pre-need purchase with Catholic Cemeteries of Spokane, a cancellation fee will be assessed. Said fee will be thirty percent (30%) of the original contract amount, less the sales tax. If the contract has been in effect for more than ten years, the purchaser will be eligible to receive a credit of the actual amount originally paid, less any sales tax. If the purchaser wishes to change locations within the three Catholic Cemeteries, they will be eligible to receive a credit of the original amount paid, less any sales tax.

## SECTION M

### **ENDOWMENT CARE**

1. Interment Rights: Endowment Care investment funds are generated by the sale of graves, crypts, and niches. Funds are set aside in an accumulation account in an effort to provide a principle base that will ensure future care and maintenance of the grounds when the individual cemeteries of the Catholic Cemeteries of Spokane are no longer active in making interments. Income generated by these investment accounts will then be utilized to pay for the basic grounds maintenance obligations. This will include, but not be limited to, general care of the lots and walks, cutting of the grass at reasonable intervals, spraying and fertilizing the lawn areas, general clean-up of the grounds, pruning and replacement of shrubs and trees, and basic building maintenance intended to preserve the lots and grounds, walks, roadways, boundaries and structures, to the end that said grounds shall be reasonably cared for in so far as the net income from the Endowment Care Fund will permit.
2. Memorial Endowment Care: Endowment Care investment funds are also generated through the sale of memorials. These funds are set aside in the accumulation account to provide additional funding that will provide supplemental income for basic memorial maintenance functions of cleaning, trimming and leveling of memorials.
  - a. Exclusions: Memorial Endowment Care shall in no case mean the supplemental maintenance, repair or replacement of any memorial placed or erected upon any lot (plot); nor the planting of flowers or ornamental plants, nor doing any special or unusual work in any cemetery; nor does it mean the reconstruction of any granite, bronze, or concrete work on any section of the plot, or any portion or portions thereof in any cemetery, injured or damaged by any cause, direct or indirect, beyond the Cemetery Management's reasonable control.
  - b. Limitations: The amount of any Endowment Care during any civil emergency shall be subject to the limitations of labor, materials, and equipment shortages.

## SECTION N

### **PRIVATE FAMILY MAUSOLEUMS AND OTHER STRUCTURES**

1. **Location:** Private family mausoleums, family estate gardens, and other structures, either wholly or partially above ground, shall be constructed only in areas designated for their development. Plans, specifications, material and location in the plot, of such mausoleum, family estate garden or other structure, shall be subject to the approval of the Cemetery Management.
2. **Endowment Fund:** The Cemetery Management reserves the right to require that an endowment for future maintenance of the private family mausoleum, family estate garden or other structure be deposited with the Cemetery Management, the endowment to be of a size specified by the Cemetery Management.
3. **Limitation:** If the income from the endowment fund becomes insufficient for such care and the lot (plot) holder or lot (plot) holder heirs are unwilling or unable to provide necessary maintenance, and the structure declines to an unsightly or objectionable appearance or becomes a hazard in the opinion of the Cemetery Management, the structure will be removed after the bodies have been interred in the ground.
4. **Right of Entry:** The Cemetery Management shall have the right to enter a family mausoleum at any time in the performance of their duties and responsibilities. A key to the mausoleum door shall be kept in a locked file in the Cemetery office.
5. **Sealing of Crypt:** When an entombment is made in a private mausoleum, the crypt shall be properly sealed as directed by the Cemetery Management. The entombment must be in an approved casket which complies with the regulations of controlling Department of Health.

## SECTION O

### **MEMORIALS AND RULES FOR MEMORIAL WORK**

1. Memorial Dealers: All memorial dealers shall abide by the rules and regulations of the Catholic Cemeteries of Spokane.
2. Religious Character: In keeping with the Christian ideals of the Catholic Cemeteries of Spokane, all memorials shall be inscribed with a Christian character prominently displayed. The Cemetery Management shall be the final judge as to the appropriateness of the Christian character of all memorials.
3. Cemetery Authorization Required: The Cemetery Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments or markers placed or to be placed in any cemetery. All memorials are subject to the approval of the Cemetery Management prior to the placement, and acceptance or rejection shall be based upon such approval.
4. Detailed Regulations: The Cemetery Management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments or markers to be placed in any cemetery. Said detailed regulations and instructions, and all amendments thereto, are hereby made a part of these rules and regulations.
5. Lot Owner Authorization Required: Approval of lot holder or the person authorizing the interment of the lot holder and the Cemetery Management must be obtained in writing prior to the placement or removal of any memorial from any lot.
6. Approval of Memorial Plan & Design: A detailed plan and design of all memorials must be submitted to the Cemetery Management for approval prior to placement of any memorial. If the memorial does not conform to the approved plan and design, it will be the sole responsibility of the provider to correct any errors or deficiencies in workmanship and material.
7. Time of Delivery: The Cemetery Management reserves the right to fix the days and hours when any memorial may be delivered to the cemetery. All memorial placements and removals shall be done during regular Cemetery hours under the direction and supervision of cemetery personnel.
8. Location of Memorial: The location and position in which a memorial is to be placed or erected on a lot (plot) shall be entirely subject to the approval supervision of the Cemetery Management.

9. Correction of Errors: The Cemetery Management reserves, and shall have, the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in any cemetery.
10. Cemetery Liability: While the Cemetery Management will exercise all possible care to protect and preserve all memorials, it disclaims responsibility and liability for any damage or injury thereto.
11. Removal of Memorial: Should any memorial become unsightly, dilapidated or a menace to the safety of visitors or staff, or not be in compliance with these rules and regulations, the Cemetery Authority shall have the right, after 30 day notice to the lot (plot) holder of record, either to correct the condition or remove the memorial from the lot (plot), in either case, at the expense of the lot (plot) holder.
12. Installation by Non-Cemetery Personnel: Non-cemetery employees, in placing or erecting memorials, monuments and other structures, or bringing in materials in regard to such work, shall operate as independent contractors, but such work must conform to the regulations made by the Cemetery Management.
  - a. Non-cemetery workers, in placing or erecting monuments, building foundations and other structures, are prohibited from scattering their material over adjoining lots (plots), or from blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary, or from attaching ropes to trees or shrubs. When any heavy material is to be moved over lawns, planks must be laid to prevent damage or injury.
  - b. The Cemetery Management reserves the right to stop all work of any nature when, in its opinion, proper preparations therefore have not been made; or when work is being done in such a manner as to endanger life or property; or when work is not being executed according to specifications; or when any reasonable request on the part of the Cemetery Management is disregarded; or when any person employed on the work violates any rule of the Cemetery Management.
13. Cost of Repairs or Damage: Damage done to lots, plots, walks, drives, trees, shrubs, or other property by non-cemetery workers, dealers, or contractors, or their agents, may be repaired by the Cemetery Management; and cost of such repairs shall be charged to the worker, dealer or contractor, or their principal.
14. Monuments: A monument is a memorial consisting of any structure erected above lawn level and as such will be permitted only on those plots specifically designated as monument plots by the Cemetery Management. Size restrictions apply according to location and number of interment rights purchased. It is the purchaser's responsibility to contact Cemetery Management to determine the acceptable standards for their individual needs.

15. Markers: A marker is a lawn level memorial used to indicate an individual grave or lot. Only first quality granite and/or standard bronze are permitted. Since size restrictions vary from section to section and from cemetery to cemetery, it is the purchaser's responsibility to contact Cemetery Management to determine the acceptable standards for their individual needs.
16. One per Interment Space: Only one marker will be allowed on each individual grave space.
17. Raised Letters: The use of raised letters on granite markers is not allowed and only when matching an existing marking on an adjoining grave will they be allowed.

## SECTION P

### **OTHER IMPORTANT INFORMATION**

1. Statement not Binding: The statement of any employee of the Catholic Cemeteries of Spokane shall not be binding upon the Cemetery Management, except as such statement coincides with the document conveying the right of interment, and with these rules and regulations.
2. Change of Address: It is the duty of the lot (plot) holder to notify the Cemetery Management of any change in his post office address. Notice sent to a lot holder at the last address on record in the Cemetery Office shall be sufficient and proper notification.
3. Records Confidential: The files, papers, reports, ledgers, maps, plot cards, correspondence and other records maintained by the Cemetery Management are the sole and exclusive property of the Catholic Cemeteries of Spokane. Information contained therein is for the exclusive use of the Cemetery Management. Such information shall be deemed confidential and shall not be disclosed except by the consent of the Cemetery Management or upon order of a court of competent jurisdiction. Record requests may be subject to an administrative fee which may be charged from time to time.
4. Charges for Services: The Cemetery Management shall have the right to fix a charge and time of payment for each interment, disinterment, removal, plot transferred or released, and for the performance of any other service rendered by the Cemetery Management; and all work in connection with such service shall be subject to the determination and supervision of the Cemetery Management.
5. Payment of Charges: All fees or charges for services are payable at the cemetery offices as herein stated, and patrons of the cemeteries are requested not to pay any fee or gratuity to any employee.
6. Charges Paid Prior to Work: The Cemetery Management reserves the right to require that any indebtedness for work performed on a lot (plot) must be paid before an interment is made, or before any memorial may be installed.