

ADDITIONAL TERMS AND CONDITIONS

1. The Parish Cemetery is operated for the religious and charitable purposes of the Catholic Church through the burial and memorialization of the faithful departed.
2. The ownership and use of interment rights shall at all times be subject to all the canons, regulations, laws and discipline of the Roman Catholic Church, the Diocese of Albany, and the Parish, and shall also be subject to the rules and regulations now in force or hereafter enacted by the Cemetery for the government, use, care, control, management, restriction and protection of the Cemetery, and Purchaser(s) agrees to comply herewith. Purchaser(s) expressly acknowledges that nothing herein contained shall be deemed or interpreted to restrict the rights of the Cemetery with respect to the unfettered continued operation of the Cemetery. The Cemetery shall have full and absolute authority to operate, manage and control the Cemetery, and further, without limitation, to determine the design, type, size and location of all buildings, roads, features, plantings, mausoleums, and improvements within the Cemetery and to grade and improve the Cemeteries and all of the lots, spaces and niches thereof including those purchased and to be purchased hereunder.
3. Memorials, flower containers, decorations and other private property may be placed ON the monument/headstone and are placed at the owner's risk with no liability to the Cemetery. It is not permissible to place items on the ground around the monument, as they create an impediment to the maintenance and landscaping of the parish cemetery and create a hazard to groundskeepers. The lot owner(s) is responsible that all memorial work be properly maintained.
4. This contract is not valid until signed by the Parish.
5. Purchaser(s) agrees that any interment, entombment or inurnment will be performed in private by employees or agents of the Cemetery. The Cemetery reserves the right to inter, entomb or inurn the remains of the human dead committed to it for interment, entombment, or inurnment as it, in its judgement and discretion, deems appropriate, necessary and practicable, including realigning caskets within a grave or crypt or urns within a niche and Purchaser(s) agrees to hold the Cemetery harmless from any claims or liability which may arise because of such repositioning. Purchaser(s) waives any claim against the Cemetery now or hereafter arising or alleged by reason of error or otherwise, if the Cemetery has exercised its discretion and performed its responsibilities under this paragraph in good faith and non-negligently. The Cemetery's liability for any negligent acts shall not in any event exceed the cost for the Cemetery to correct such errors.
6. A grave space will accommodate an outer container or vault with external dimensions not exceeding 36" wide x 96" long.
7. Resale or assignment is prohibited. Purchaser(s) agrees that the grave, lawn crypt, crypt or niche is being purchased for the use of the interment, entombment or inurnment of the remains of the human dead only and not for speculation or investment. The Cemetery is under no obligation to repurchase any space, nor act as an agent for Purchaser(s) in respect of any resale thereof. No assignment of this Contract by the Purchaser(s) or resale of any space shall be permitted.
8. The Cemetery retains the right and option any time that it finds itself unable to fulfill any part of this Contract to return to the Purchaser(s) all monies paid under this Contract together with an additional One Dollar (\$1.00) cancellation charge and this Contract shall become null and void; or if the Cemetery is unable to provide the burial property selected, the Cemetery may substitute burial property, reasonably comparable in character and location as then available to that purchased.
9. All monument orders must be submitted to St. Mary's Cemetery Office for approval. Orders must include a rendering of the monument. Cemetery reserves the right to prescribe the kind, design, size, symbolism, crafting quality and material of all memorials and inscriptions placed in the cemetery. Deed holder, or anyone acting on behalf of the deed holder, must secure from the cemetery written approval of the design, size, and lettering style in advance. Any memorial with a non-religious design must also contain an appropriate religious design. Placement of the non-religious design is at the discretion of the Cemetery. No markers will be accepted at the Cemetery without approval by the cemetery office in advance. Please notify the Cemetery Office when seeking to deliver or mount markers. Installation of Veteran Memorials must conform to cemetery regulations, specifications and with current VA regulations. ONLY one monument may be installed on any grave.