



DIOCESE OF BATHURST

P.O. Box 460  
645 Murray Avenue  
Bathurst, NB  
E2A 3Z4

# CEMETERY LOT RENTAL AGREEMENT

Agreement, effective on \_\_\_\_ day of \_\_\_\_\_, 20\_\_ BETWEEN

**The seller:** Parish: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

AND

**The purchaser:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

The purchaser agrees to the following:

- The purchase or reservation of a cemetery lot is for the interment of the body/cremated remains of the following individual:  
**Name of deceased or future occupant:** \_\_\_\_\_  
**Address:** \_\_\_\_\_
- The person identified as having the charge of, or being responsible for, the interment of the above mentioned individual is:  
**Name of person responsible:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone number:** \_\_\_\_\_
- To pay the seller the full price for the right of interment **the sum of** \_\_\_\_\_

No marker or monument may be erected on the lot until the purchased price is fully paid. The failure to do so or failure to comply with the regulations of this contract make this contract void and null.

The seller agrees to the following:

- Upon the full performance by the purchaser of the promise in this agreement, it will, in consideration for such performance, convey and assure to the purchaser the sale and entire right of interment in the following described parcel/lot:

**Cemetery Name :** \_\_\_\_\_

**NOTES:** \_\_\_\_\_

**Lot(s) Description: Urn/Casket:** \_\_\_\_\_ **Row :** \_\_\_\_\_ **Plot Number :** \_\_\_\_\_

**Cremated remains in an existing grave: \_\_ YES \_\_ NO** **Row :** \_\_\_\_\_ **Plot Number :** \_\_\_\_\_

**REGULATIONS**

1. No interment shall take place until the cemetery is provided the name and address of the deceased, the next of kin, and a copy of the death certificate or a written authorization from the person with legal right over the estate of the deceased.
2. The purchaser shall acquire no rights whatsoever in or to the premises save and except the right of interment on the premises, which right shall be exercised according to the rules and regulations set forth by the cemetery policies of the Diocese of Bathurst. The purchaser of a plot in a cemetery is regarded as having obtained only a limited property right. He or she acquires a privilege to make burials in the purchased plot, exclusive of all other people, provided that the land remains a cemetery.
3. The purchaser or executor or next of kin is responsible for the upkeep and maintenance of the monument or tombstone placed on our cemetery property (*reference to NB Cemetery Companies Act (R.S.N.B. 1973, c. C-1)*). The above mentioned understands and agrees that they may be called upon to repair fallen or damaged monuments or tombstones at their own expense.
4. The purchaser agrees that the interment right and future care, maintenance and administration of the cemetery will be subject to the policies and regulations of the Diocese of Bathurst. The purchaser acknowledges that the Diocese of Bathurst reserves the right to modify/amend or change its policies or regulations without prior notice to the purchaser.
5. The appropriate disposition of cremated remains is interment or entombment within an established cemetery. The scattering of cremated remains is prohibited. Other practices, such as division of cremated remains, are not in accord with the teachings of the Catholic Church.
6. To protect visitors and cemetery workers from injury, artificial flowers and statues of any kind are only permitted attached to the top of the monument. Nothing is to be placed on the ground which would interfere with lawn care. Solar lights and hanging baskets are to be placed as close as possible to the side of the monument and hanging baskets are to hang over the monument not facing out in front of it. The planting of tree and shrubs on plots are not permitted in the cemetery. The cemeteries are regularly maintained but personal safety hazards may exist. Anyone who enters a cemetery does so at their own risk, and should exercise caution at all times. Out of respect and for safety reasons, no one should walk on any burial plot or lean against a monument.
7. Cemetery staff will dispose of all debris, flowers, or ornaments that present a safety hazard, become unsightly, impede maintenance, or do not comply with diocesan regulations. Furthermore, the Diocese of Bathurst assumes no financial responsibility for such action.
8. The cemetery/Diocese of Bathurst shall not be liable for loss or damage caused directly or indirectly by war, strikes, thieves, vandalism, or due to any force of nature.
9. A purchaser may cancel this contract by providing a written notice of cancellation to the cemetery and must produce a signed contract or receipt for the lot. Cancellation involves the following:
  - a. Within 30 days after purchase may cancel without a penalty. Full refund will be made except for goods and services already provided.
  - b. Thirty days after purchase amount of refund will be the original amount on the contract minus the perpetual care/maintenance cost.
  - c. After use of the interment right/no right to cancel.
  - d. Before use of interment right but after the death of the beneficiary/ may cancel 24 hours prior to the interment provided written notice is given/ full refund.
  - e. Reservation of a plot which is not used after 50 years, the Diocese of Bathurst/cemetery reserves the right to make use of the plot without any financial reimbursement to the purchaser.

By initialing this document, the purchaser indicates that they have read and accept the policies/regulations as stated by this contract. \_\_\_\_\_ (*initials of purchaser*)

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

\_\_\_\_\_  
**Signature of purchaser**

\_\_\_\_\_  
**Signature of Parish Representative**

**Printed Name of Purchaser**

**Printed Name of Parish Representative**

**Date:** \_\_\_\_\_

**Parish Seal:**