

Rules and Regulations Governing Calvary Cemetery

The Rules and Regulations Governing Calvary Cemetery are promulgated and enforced by The Congregation of Saint Genevieve Roman Catholic Church through the Office of the Cemetery and apply to all plot owners and all persons (including but not limited to contractors, invitees and visitors) entering the Cemetery, as well as all property, plots and physical items within the cemetery. These rules and regulations are subject to amendment with or without notice. Copies of these rules and regulation shall be available to parties of interest via request made to the Office of the Cemetery.

I. Definitions:

- A. Management: The term ‘management’ shall mean the person or persons duly appointed and authorized to manage and direct Calvary Cemetery, which is owned and operated by The Congregation of Saint Genevieve Roman Catholic Church under the auspices of the Society of the Roman Catholic Church of the Diocese of Lafayette..

The Diocesan Director of the Cemetery, the Executive Director and Assistant Directors of the Office of the Cemetery, the Pastor of The Congregation of Saint Genevieve Roman Catholic Church, and the Superintendent and Assistant Superintendent of the Cemetery are included in the term “management”.

- B. Office of the Cemetery: The term “Office of the Cemetery” shall mean the main and central office of Calvary Cemetery located at 355 Teurlings Drive, Lafayette, Louisiana and whose mailing address is 417 E. Simcoe Street, Lafayette, Louisiana 70501.
- C. Cemetery: the term “Cemetery” shall mean one or all of the properties dedicated to the burial of the dead;
- D. Cemetery Office: The term “Cemetery Office” shall mean the office of the Superintendent in charge of Calvary Cemetery.
- E. Superintendent: The term “superintendent” shall mean the person in charge of conducting the various operations and services at the cemetery.

- F. General Care: The term “General Care” shall mean the ordinary maintenance of the Cemetery and mausoleum.
- G. Lot, Plot, Crypt, Burial Place: The terms “Lot, Plot, Crypt, Burial Place” or a similar term shall be used interchangeably, shall include any structure thereon, and shall apply with like effect to one or more adjoining lots plots, etc.
- H. Memorial: The term “Memorial” may be either a mausoleum, tomb, coping, monument, marker, headstone, tablet, crypt front for one or more deceased persons.
- I. Interment: The term “interment” shall mean the unexposed disposition of the remains of a deceased person either temporarily or permanently.
- J. Above Ground Burial or Interment: The term “Above Ground Burial or Interment” shall mean the entombment of a deceased person in a vault, crypt, tomb or mausoleum erected on a plat above the normal level of ground.
- K. Ground Burial or Interment: “Ground Burial or Interment” shall mean an interment made in a coping or underground vault.
- L. Plot Owner: The term “Plot Owner” shall include person or persons who have purchased interment or entombment rights or who have an interest in same by right of inheritance, assignment or transfer. A “Plot Owner” does not legally own or acquire a legal property interest in the land on which the burial place is situated; the rights of a “Plot Owner” are limited to recognized use of the plot and full proprietary ownership of the coping, tomb or other improvements erected thereon. The “Plot Owner(s)” is/are solely responsible for bearing the expenses associated with maintenance and repairs to all improvements of/on the subject plot.
- M. Legal Custodian of Remains: The term “Legal Custodian of Remains” shall mean, in the instance of interment, the surviving spouse or next of kin as provided under applicable law; after interment, the legal custodian of the remains shall be recognized as a plot owner of the burial place according to the Cemetery records and as provided by applicable law.
- N. Contractor of Contractors: the term “Contractor or Contractors” shall mean architects, builders, cleaners, letter cutters, pavers, gardeners, etc., or their agents or employees.
- O. Receiving Vault: the term “Receiving Vault” shall mean a crypt owned by the Cemetery in which a body is interred temporarily, usually for a rental fee to await permanent burial.

- P. Annual Care: the term “Annual Care” shall mean the normal upkeep on a yearly basis of a plot, provided at a fee for service by the Management. It does not include painting or any repairs of any kind.

II. Purpose of the Cemetery

- A. The Catholic Cemetery is established and operated to provide members of the Roman Catholic Church with ground for burial purposes.
- B. In all matters pertaining to the cemetery, including sales, burials, maintenance, policies, services and other operations, these Rules and Regulations and the current discipline and doctrine of the Church shall govern at all times; any situation not specifically covered or provided for in these Rules and Regulations shall be determined at the discretion of Management.
- C. Appeals against decisions and policies shall be made only to the Director of the Cemetery who, in his/her discretion, may bring an appeal to his superior for a definitive judgement.

III. Admissions to the Cemetery

- A. The Management reserves the right to determine who may enter Calvary Cemetery and shall refuse admission and/or the use of the premises and its facilities to any person or persons as per these Rules and Regulations and/or in its discretion.
- B. Automobiles and other automotive equipment are allowed into the Cemetery only with the permission of Management.

IV. Arrangements for Funerals and Interments

- A. The Management shall have the right to request those wishing to select a burial place or to arrange for an interment and funeral to call in person at the Cemetery Office during office hours and in ample time to complete arrangements.
- B. The plot owner or his duly authorized representative shall have the right to order the location of each interment in a plot, tomb, or mausoleum if, in the judgement of the Superintendent, conditions permit. Should no such order be made, the Management reserves the right to make the interment in a location designated by the Superintendent.
- C. Management shall assume, upon presentations of a title or written order authorizing

the opening of a plot for interment or disinterment, that all interested parties have acquiesced in the interment of the party or parties to be interred. Any protest to the opening of a plot for interment or disinterment shall be in writing and filed in advance with sufficient notice with the Superintendent of the Cemetery.

- D. Management shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with, or where said Rules and Regulations forbid such interment; and, further, said Management reserves the right, under such circumstances, to place the body in a receiving vault until full rights have been determined. Persons filing such protests must advance the interment fee and guarantee payment for all other costs which may arise from such action.
- E. The Management reserves the right to refuse interment in any plot, vault, crypt, or Tomb and to refuse to open any burial place for any other purpose, except on the presentation of the title or written application by the plot owner or owners of record or their designated agent. To avoid inconvenience, the Management may accept from the plot owner or title holder a faxed/telegraphed authorization for interment.
- F. The Management shall not be responsible for any order or instruction given by telephone directly or indirectly, or any mistake or delay occurring from said telephone order, or from want of precise and proper instruction as to the particular space or crypt to be used, size and location of plot or tomb, etc., where interment is desired. The Management reserves the right to make an equitable charge whenever additional labor costs result from mistakes or change in the orders.
- G. All Funeral Home Companies and Vault Companies are not to commit to a time for a funeral or burial service in Calvary Cemetery without consulting with and gaining approval of the Cemetery Director. This requirement will serve to prevent conflicts arising when more than one funeral involving different Funeral Homes and Vault Companies occur on the same day.
- H. A Service Authorization must be completed by the Funeral Home Director before any burials are scheduled. Construction work, headstone placement or any other type of work must be approved before the actual work begins. Failure to comply with this provision and the Rules and Regulations of Calvary Cemetery may result in being banned from performing future work in the Cemetery.

V. Interment and Removal Procedure

- A. No Person or persons shall inter, disinter or reinter any human remains within the confines of the Cemetery without first contacting the Cemetery Office and

completing the necessary forms.

- B. All orders for interments, disinterments and removals are accepted subject to the laws and ordinances of the city, parish and state, the laws and discipline of the Catholic Church, and these Rules and Regulations.
- C. Title to the burial place to be used must be presented at the Cemetery Office before an interment will be made. The Superintendent must have assurances of the right of interment as requested before a burial place will be opened. Fees and other charges for interments, disinterments, removals or others services related thereto are due and payable at the Cemetery Office before a burial will be made.
- D. Funeral Directors, before arrival at the Cemetery with the funeral, must present the necessary burial permit by fax from the local health Department before an interment will be allowed.
- E. Arrangement for payment of any and all indebtedness due to the Cemetery be made before an interment will be allowed.
- F. The Management shall not be liable for the burial permit nor responsible for the accuracy of the date contained therein nor for the identity of the person to be interred or entombed.
- G. No casket shall be opened within the Cemetery by any person without the consent of Management.
- H. Management shall not be responsible at any time for any damage or breakage to doors, tablets slabs or other parts of tombs, mausoleums, vaults, copings, or memorials and same are always handled only at the owner's risk.
- I. Management reserves the right to refuse to make an interment in any tomb, vault or crypt which in the opinion of the Superintendent of the Cemetery, is not airtight, is unsafe or does not conform to the regulations of the Board of Health.
- J. No disinterment or removal shall be allowed except with the permission of Management and upon producing an authentic Act of Authorization of the person or persons entitled by law to order the disinterment and/or removal, or comparable court order.
- K. Management assumes no liability for the damage to any casket or burial case incurred in making the disinterment and removal.

- L. The Management shall have the right to designate the hour and manner in which interments, disinterments and removals will be permitted. All interments, disinterments and removals shall be subject to the payment of such charges as shall be fixed by the Management.

VI. Correction of Errors

- A. The Management reserves and shall have the right to correct any errors that may be made by it in connection with the operation of the cemetery, including but not limited to, interments, disinterments or removals, or in the descriptions, transfer or conveyance of any interment rights or plot, either by correcting the error in a manner deemed appropriate by the Management, by canceling such conveyance and substituting any conveyance in lieu thereof other interment rights or plot of equal value and similar location as far as possible, as may be selected by the Management or in the sole discretion of the Management, and/or by refunding the money paid on account of said purchase. In the event any such error shall involve the interment of the remains of any person in any plot, Management reserves and shall have the right to remove and reinter the remains in such other plot of equal value and similar location as may be substituted and conveyed in lieu thereof.

VII. Rights Obligations of Plot Owners

- A. The Management reserves the right to specify the terms of purchase of all interment rights and plots, crypts and etc.
- B. All rights of interment and all proprietary rights to improvements on this burial plot shall be presumed to reside in the party or parties named in the title or their legal heirs; these rights and other rights which may be alleged as related to the burial place shall be subject to all conditions, regulations and restrictions set forth in the title and in these Rules and Regulations.
- C. The use of a plot, crypt, or other burial place is restricted to the interment of human remains only.
- D. Plot owners shall not permit interments to be made in their plot or plots for a remuneration, but may sell said plot with all rights, privileges and obligations which accompany ownership thereof, provided the Cemetery is so notified and the new owner(s) are identified in the Cemetery records.
- E. Should the purchaser of a burial place, his heirs and assigns fail to carry out the terms of the purchase agreement, Management may declare said agreement cancelled and all rights of the purchaser, his heirs and assigns forfeited as well as to all payments made after first having fifteen (15) days written notice by deposit of a letter in the United States Post Office with adequate postage thereon duly prepaid to the person or persons making the purchase at the address stated or the Cemetery records. In the event of such failures or default and an interment has been made in said burial place, Management is empowered to act as duly appointed agent in obtaining any and all

necessary interment or health permits for removal and re-interment in another location. As long as the remains are with said Management, this agency shall be coupled with an interest and this power shall be irrevocable. Management reserves and shall have the right immediately or at any time thereafter, without further notice and at its discretion, to remove all remains from said plot, then re-inter in any part of said Cemetery grounds and thereafter all responsibility of Management shall cease. Management shall be under no obligation to locate place of interment or remains.

- F. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of Management. This provision applies to all sales, whether made directly by the Cemetery, its agents, or by plot owners.
- G. No monument, effigy or structure of any kind shall be erected upon any plat, tomb, coping or mausoleum, nor shall any inscriptions be placed upon any plot, tomb, coping or mausoleum without the consent of Management and, should any such monument, effigy, structure, or other item, or any inscriptions be placed upon said plot, tomb, coping or mausoleum, then the Management shall have, at its discretion, the right to remove same and bill the plot owner for costs incurred in connection with enforcing this provision. Furthermore, any items violating these Rules and Regulations found in the cemetery, or in/on any plot, tomb, coping or mausoleum within the cemetery, shall be deemed abandoned by its owner and shall be subject to removal and discarding in the discretion of the Management, which shall have no obligation to protect, preserve, maintain, or store said item, nor any obligation to notify the owner of said item or the plot owner of its removal and discarding.
- H. No tomb, mausoleum, coping, monument, marker, etc. shall be erected on any plot or plots other than by a memorial contractor approved by Management.
- I. The plot shall not be used for any purpose other than a place of burial for the human dead and no trees, shrubs, etc. may be planted within the plot or adjacent thereto without the written permission of the Management.
- J. If any trees, shrubs, etc. are planted on any plot by the owner or his heirs without written consent of Management, then Management shall have the right to enter upon said plot and remove such trees, shrubs etc. at its discretion, at the expense of the plot owner.
- K. It is the duty and responsibility of the plot owner to maintain his plot and memorial. In event of default, the Management reserves and shall have the right at the expense of the plot owner and as a charge against said plot to remove all

grass and over growth, including trees, shrubs, etc. from the lot as often as it necessary, charging the prevailing rate for such service. In the event of default for maintenance to memorials, Management will have the right at the expense of plot owner and as a charge against said plot to repair and remove any memorial which has become dangerous or dilapidated or any other object of embellishment that has become unsightly or dangerous. Prior to undertaking or causing to be executed such work, Management shall notify the owner or his recorded assignee or successor in title, in writing by letter directed and mailed to his last known address not less than fifteen (15) days prior to causing the work to be performed. The Management reserves and shall have the right to refuse permission for further interments in the plot until all monies due the Cemetery for such services have been paid.

- L. Work made necessary by Acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, war, riot, the elements, or other conditions or circumstances which render immediate work necessary in order to preserve the integrity of the cemetery and/or to protect the public and/or adjacent property in the event municipal, health or police authorities have ordered such work, then and in those events, it shall not be necessary to advise the purchaser or his assign or successor in title, and in all events plot owner shall be responsible for all work done or damage sustained.
- M. Description of plots will be in accordance with the Cemetery plats which are kept on file in the Cemetery and Superintendent's offices.

VIII. Titles, Transfers and Assignments

- A. Only one title shall be issued for each plot, crypt vault or place of burial.
- B. A plot shall be indivisible and the whole of such plot becomes inalienable except in cases of succession or transfer approved and recognized by Management.
- C. In event of the intestate death of a plot owner, interment rights descend to his heirs according to the law of descent as defined by the State of Louisiana.
- D. Titles shall not remain in the name of the deceased but should be transferred on Cemetery Records to the living heirs-at-law.
- E. Duplicate titles will be issued only upon proper proof of ownership in the form of a notarized affidavit.
- F. Transfer of ownership will be recognized when plot owners or heirs furnish

Management with a certified copy of Judgement of Possession from judicial succession, notarized Act of Sale or donation signed by plot owner or owners.

- G. A fee will be charged for duplicate titles, transfers, assignments and endorsements according to the prevailing schedule or charges.
- H. Any conveyance by a plot owner contrary to these Rules and Regulations, or any attempt to sell or give away all or any part of a burial plot in any manner other than set forth in the above rules, shall be void and of no effect.
- I. On all duplicate titles, endorsements, transfers, affidavits authorizing certain services and similar documents, the owner shall agree to indemnify the Cemetery from any and all liability or damages which might ensue from the issuance or acceptance of a document or the performance of a service.
- J. No renting or sub-letting of graves or tombs will be allowed.
- K. Purchaser specially agrees, in case of doubt, dispute or contention relating to the interpretation of these rules or in any rules and regulations that may be at any time adopted by the authorities of the Cemetery for the good management of same, that such doubt, dispute or contention shall be referred to the Superintendent of Calvary Cemetery for decision, and within ten days from such decision the right to appeal therefore to the Grievance Board or Committee appointed by the the Society of the Roman Catholic Church of the Diocese of Lafayette, and the parties involved agree that the decision of said Grievance Board or Committee shall be final and binding on all parties involved as well as their successors and assigns.

IX. Service Charges and Payments

- A. The Management shall have the right to fix a charge and time of payment for each interment, disinterment, removal, sale of plot, plot transferred or returned, maintenance of plots, and for the performance of any other service rendered by the Management; and all work in connection with such service shall be subject to the approval and supervision of said Management.
- B. All fees or charges for service are payable at the office of the Cemetery and a receipt should be requested.
- C. Ground plots and mausoleum crypts or niches are to be paid in full at time of purchase.
- D. Interments fees of \$300.00 are to be paid in advance of burial or arrangements made

with the funeral home in charge of the service. This includes burial for cremations. These fees are reviewed annually and are subject to change.

X. Right to Re-Plat

- A. The following rights and privileges are hereby expressly reserved to the Management to be exercised, at any time or from time to time in perpetuity, 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 the disposal or interment of, human remains or other cemetery purpose:
1. To resurvey, enlarge, diminish, re-plat, alter, in shape or size, or otherwise to change all or any part of portion of the Cemetery.
 2. 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 plot is preserved or is allocated to the plot holder.

B. The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time in perpetuity:

1. Easements and rights of way over and through all of said Cemetery premises for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers drainage electric or communication lines or for any other Cemetery purposes.

XI. No Easements Granted

A. No easement or right of interment is granted to any plot owner in any road drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery and its buildings as long as the Management devotes such road, drive or walk to that purpose.

XII. Use of Cemetery

A. Visitors: Within the Cemetery shall use only the avenues, roads and walks allotted by the Cemetery for ingress or egress. The Management expressly disclaims liability for any injuries sustained by anyone violating this rule.

B. Strangers: Are not permitted to sit or lounge on any of the grounds, graves or monuments in the Cemetery, or in any of the buildings.

C. Trespassers: Only the plot owner and his relatives or invitees shall be permitted on the Cemetery plot. Any other person thereon shall be considered a trespasser, and Management shall own no duty to said trespasser to keep the property or the memorial thereon, in a reasonably safe condition.

D. Children: Under sixteen (16) years of age are not permitted within the Cemetery unless accompanied by and, at all times, supervised by an adult.

E. Animals: Shall not be allowed in the Cemetery or in any buildings in the Cemetery except such animals as are certified as a service animal and required by the sight-impaired or for other documented medical reason.

F. Lawns: Shall not be disturbed for any purpose except under the supervision of the Management.

G. Ornaments and Flower Vases: Management reserves the right to regulate the method of decoration of plots so that uniform beauty and utility of the cemetery is maintained.

- H. Liability for Floral Pieces or Vases: The Management shall not be liable for damage, theft or vandalism to any items within the cemetery, inclusive of floral pieces and vases.
- I. Removal of Floral Frames: Management reserves the right to remove or demand the removal of any flowers, vases, frames or designs. If floral frames are not collected for within three days after a burial, or in time to allow access by other plot owners as needed for interment by those entitled to them, Management may remove and dispose of them in any manner it sees fit.
- J. Motor Vehicles: Automobiles, funeral coaches and trucks must be kept under control at all times and at no time shall such vehicles drive through the gates within the Cemetery at a speed in excess of five miles for hour.
- K. Bicycles and Motorcycles: Management reserves the right to refuse admission to the Cemetery of bicycles or motorcycles.

XIII. Conduct in Cemetery

- A. Idling, loafing, loitering or any boisterous behavior within the cemetery or its buildings is prohibited.
- B. Rubbish, waste paper, wilted flowers, waste from maintenance activities may not be left on cemetery grounds plots, walkways, roadways or buildings.
- C. Flowers and shrubs: No one is permitted to cut break, pick or remove any flower, branch, or otherwise cut, remove or injure any tree, plant or shrub without the specific permission of Management.
- D. Peddling or Soliciting: No one shall be permitted to peddle flowers, plants or any other articles or items or to solicit funds for any purpose whatsoever within the Cemetery unless authorized by the Management and under its direct supervision.
- E. Signs and Advertising: No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed there by the Management.
- F. Improper Items and/or Assemblages: The Management reserves the right to forbid, prevent and improve any items and/or assemblages which it deems improper or unbecoming to a Catholic Cemetery, or which in any way, in the discretion of the Management, compromises the integrity of the cemetery.

- G. No person or persons, other than an agent of Management, or an employee authorized by Management shall be permitted to bring or carry firearms within the Cemetery except a military guard of honor and then only when in charge of an officer and during a Military service.
- H. All persons are reminded that the Cemetery grounds are sacred and devoted to the burial of the dead and that the provisions and penalties of the law, as provided by Statute will be enforced in all cases of wanton injury, disturbance or disregard of these Rules and Regulations.

XIV. Grading and Improvements

- A. All grading landscape work and improvements of any kind shall be done, and all trees, shrubs and herbage of any kind shall be planted trimmed, cut or removed solely by the Management or under its direction.
- B. All improvements or alterations of plots in the Cemetery shall be under the direction of and subject to the approval of the Management; and, should such be made without its written consent, said Management reserves the right to remove, alter or change such improvement or alteration at the expense of the plot owner.

XV. Cemetery Hours

- A. The Management shall have the right to fix the opening and closing hours of the Cemetery, Cemetery Office and buildings.

XVI. Outside Workers (Contractors)

- A. No outside contractors shall enter or perform work in the cemetery without a permit from Calvary Cemetery Management.
- B. No workmen other than employees of the Management will be permitted to work in the Cemetery unless authorized by said Management. Plot owners may have certain work done in accordance with these Rules and Regulations at their own expenses, upon application to the Management.
- C. Only licensed grave diggers or authorized businesses, properly insured, are allowed to perform work in the Cemetery of Mausoleums
- D. All company and private vehicles are to remain on the Cemetery roads. No automobiles or trucks are allowed in the aisles, using plywood to do so is not an option. Digging machines may be used only if plywood is used to get the machine to

the location and it is left on the plywood at the site where the work is being performed.

XVII. Employees

- A. Cemetery employees are not permitted to perform any work for plot owners except under the order of Management.
- B. The Management shall have the right to maintain security guards if in its discretion it deems it necessary, but is under no legal obligation to do so.
- C. Cemetery employees/representatives, plot owners and visitors are expected to be courteous and cooperative with. Lack of courtesy and civility should be reported to the superintendent of the Cemetery.

XVIII. Loss or Damage:

- A. Tombs, copings and all other improvements on a site are the property of the purchaser and heirs. The Cemetery assumes no responsibility for loss or damage to said property by visitors, vandals or unauthorized parties who enter the Cemetery. The Management also disclaims all responsibility for loss or damage due to an Act of God, the elements, earthquakes, wars, common enemy, air raids invasions insurrections, riots, order of any military or civil authority, thieves vandals, strikers, malicious mischief makers, explosions, automobiles or any cause similar or dissimilar beyond control of Management whether the damage or loss be direct or collateral.
- B. In the event it becomes necessary to reconstruct or repair any section or plot, including graves, tombs or crypts, or any portion or portions thereof, which has been damaged by such causes, the Management shall give a fifteen (15) day written notice of the necessity for such repair to the plot holder of record. The notice shall be given by depositing the same in the United States mail with postage thereon duly prepaid, addressed to the plot owner of record as his or her address stated on the books of the Management. In the event the plot owner fails to repair the damage within a reasonable time, the Management may direct that the repairs be made and charge the expense against the plot and the plot owner of record.

XIX. Plot Owners Change of Address

- A. It shall be the duty of the plot owner or his legal heirs to notify the Management of any change in his address. Notice sent to a plot owner at the last address in the Management's records shall be considered sufficient and proper legal notification.

XX. Care and Maintenance

- A. The annual care and maintenance fee is due on or before October 31 of each year and said fee will be set by the Cemetery Commission.
- B. The term “Care and Maintenance” shall in no case mean the maintenance, repair or replacement of any memorial placed or erected upon any plot or planting flowers or ornamental plants; nor any special or unusual work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any marker, granite, bronze or concrete work on any section of plot, or any portion or portions thereof in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Management’s reasonable control.
- C. All grass cutting, grading, care of plots shall be done by the Cemetery except where permission has been granted to plot owners to do such work on their plots personally or by their gardeners.
- D. No plot owner is permitted to bring in dirt, sand, fertilizer, etc. for the purpose of filling graves or raising the level of the plot except with written permission of Management.
- E. In the event of a plot, tomb, coping, mausoleum etc. having neglected upkeep and maintenance of the plot and/or structures to such an extent as to, in the discretion of the Management, compromise the integrity of the cemetery, depreciate the value of plots adjoining, and/or become a detriment to the Cemetery as a whole, the Management reserves the right, after properly notifying the owner or owners by letter sent to the last known address, or by advertisement in the local newspaper, to disinter the remains which may be therein, dismantle any such structure, re-inter remains, level off the plot, and deem plot ownership abandoned, null and void.
- F. The Management reserves the right to refuse to make interments in any tomb, mausoleum, crypt or plot which may be in such bad structural condition that opening and closing would be in violation of City and State Health Regulations or, in its sole judgement, would be dangerous to its employees.

XXI. Memorials and Rules for Memorial Work

- A. Memorial dealers shall abide by all the Rules and Regulations of the Cemetery.
- B. The 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 the Cemetery. All memorials are subject to the approval of the Management prior to the placement, and acceptance or rejection shall be based upon such approval.

- C. The Management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the furnishing, erection and conditions, the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions monuments, markers, copings, tombs, mausoleums, etc., to be placed in the Cemetery. Said detailed regulations and instructions and all amendments thereto are hereby made a part of these Rules and Regulations.
- D. The Management reserves the right to fix the days and hours when a permit may be obtained and when a memorial may be delivered to the Cemetery.
- E. All memorial work, placement or removal of any memorial, shall be on the written order of the plot owner, and with a permit issued by the Management.
- F. Management reserves the right to fix charges for memorial foundations, memorial permits, placements or removals and the right to demand that said charges be paid in advance and before the work is done. The Management also reserves the right to fix and charge a fee for any memorial left at the Cemetery before the Cemetery permit has been issued.
- G. A detailed plan and design of all memorials must be submitted to the Management for approval before a permit will be issued, and no memorials shall be erected or placed until reviewed, approved and accepted by the Management. If the memorial does not conform in every detail to the approved design, it shall be the sole responsibility of the dealer to correct any errors or deficiencies in workmanship and material.
- H. The type of memorial permitted and the location and position in which said memorial is to be placed or erected on a plot shall be entirely subject to the approval and under the supervision of the Management.
- I. As a rule, only one monument shall be erected on a plot and same must be placed at the rear of the coping or enclosure. In no case shall a monument or marker encroach upon space required for interment.
- J. Non-cemetery employees in placing or erecting monuments and other structures, or bringing in materials for such work must do so under permission from the Management and under its supervision.

- K. Persons performing a service of any kind without authorization of Management will be ordered from the premises until the required authorization has been obtained.
- L. Damage done to plots, tombs, walks, drives, trees, lawns, shrubs or other property by non-cemetery workers, dealers, contractors or their agents, shall be repaired at once to the satisfaction of Management and/or the plot owner. Upon failure of the person or entity to make such repairs, same will be undertaken by Management and the cost charged to the dealer or contractor and, in their default, to the plot owner. Said charges must be paid before the plot can be used for an interment.
- M. The Management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparation therefore has not been made or when work is being done in such a manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to specifications; or when any reasonable request on the part of the Management is disregarded; or when any person doing the work violates any rules of the Management.
- N. The Management accepts no responsibility for the protection of raised lettering carving or ornaments on any memorial or any structure on any plot.
- O. The 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 the Cemetery.
- P. Contractors for any type of memorial work or lettering must furnish Management with a Certificate of Insurance that they are protected from all liabilities as governed by the State of Louisiana Workmen's Compensation Act and with sufficient coverage of Public Liability Insurance.
- Q. The Management reserves the right to refuse a permit to any person, dealer or contractor whose workmanship in the past has been unsatisfactory, whose conduct has been unprofessional, and/or who has previously violated any Rules and Regulations of the Cemetery.
- R. Concrete blocks, bricks or spalls are not acceptable for exterior construction of a burial place. Exterior natural stone or pre-case stone or other material must be of a thickness acceptable to and approved by Management.
- S. The Management reserves the right to refuse a permit if the size, type, quality, thickness or finish of any material to be used in construction does not receive its approval.

- T. All foundations and all memorials are to be erected on proper footings with reinforced concrete and set to conform with plans, Rules and Regulations, or when not specified in the Rules, construction is to be governed by the City code and/or building code of each craft.
- U. On completion of repairs of any memorial work, paving, lettering, etc. by contractors, their agents or employees, all debris, materials, equipment, etc. must be promptly removed from the Cemetery and must notify Management that the job has been completed.

XXII. Mausoleums, Tombs and Copings

- A. Mausoleums tombs and copings, either wholly or partially above ground, shall be constructed only in plots designated. Plans, specifications, material and location in the plot of such mausoleum, tomb or coping shall be subject to the approval of the Management.
- B. Calvary has a Holy Innocence Section for infant babies. Plots are two feet by three feet. Holy Innocence is located in Section IV, North in the Cemetery. Only underground burial with flat all granite headstones four inches by twelve inches are accepted in this area.
- C. Cement vaults or other suitable containers for receiving caskets are required.
- D. Mausoleum burials are to be conducted inside the chapel section of the mausoleum with the casket then transferred to the appropriate crypt site.
- E. Proper procedure, as dictated by the Management, is required to open and close mausoleum crypts.
- F. All Monument and Vault Companies must adhere to the Mausoleum inscription specifications. Family name must be two and one half inches. All other letters must be one and one half inches. Pictures, inscriptions and plaques are subject to approval of the Management and all pictures, inclusive of crosses, flowers, and praying hands, must not be larger than three inches by four inches. Veteran plaques are to be no larger than five inches by seven inches.

XXIII. General Provisions

- A. A statement of any employee of the Management shall not be binding upon the Management except as such statement coincides with the document conveying the right on interment and these Rules and Regulations.

- B. These Rules and Regulations shall apply to any plot, memorial, mausoleum, etc. now in existence or which may hereafter be erected in the Cemetery.
- C. The Management shall in no way be liable for any delay in fulfillment of any of its contractual or legal obligations, including but not limited to maintenance care, burial of the dead, memorial work or construction, which may arise from causes beyond its reasonable control including delays caused by unforeseen events and/or circumstances, the elements, Acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority.
- D. The Management reserves the right, without notice, to make exceptions suspension or modifications in any of these rules or regulations when, in its judgement and/or discretion, the same is deemed appropriate; and such exceptions, suspension or modification shall in no way be considered as affecting the general application of such rule.
- E. In all matters not specifically covered by these Rules and Regulations the Management reserves the right to do anything which in its judgement is deemed reasonable and/or appropriate in the premises, and such determination shall be binding upon the plot owner and all parties concerned.
- F. The Management reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these Rules and Regulations or any part thereof or to adopt any new rule or regulation with or without notice.
- G. Calvary Cemetery shall be entitled and reserves the right to take any reasonable action relating to the protection and preservation of the cemetery and its integrity and toward enforcement of these Rules and Restrictions, inclusive of legal action. In the event that said legal action is taken against a plot owner, its heir, successors or assigns arising out of or related to the violation and/or enforcement of any Rule or Regulation or any contract with Calvary Cemetery and/or its owner, said plot owner, heir, successor or assign shall be responsible for reasonable attorney fees, expenses and costs incurred by Calvary Cemetery in connection therewith.

The above rules and regulations shall be effective immediately.

Approved _____

Date: _____