



# Contract

Name of Owner of the Cemetery:

The Corporation of the Municipality of Highlands East a body licensed under the laws of the Province of Ontario, Licence # 4690145-1, having its head office at 2249 Loop Road, Wilberforce, hereinafter called the "Owner", and hereby confers upon:

**Section A – Cemetery Location and Burial Information**

<input type="checkbox"/> Deer Lake	<input type="checkbox"/> McGillivray	Block: _____	Lot: _____
<input type="checkbox"/> Essonville	<input type="checkbox"/> South Wilberforce	Section: _____	Plot: _____
<input type="checkbox"/> Gooderham		Concession: _____	

Columbarium: \_\_\_\_\_ Number: \_\_\_\_\_

Types of Services:

- Casket Burial
- Cremation Burial
- Purchase Pre-Need Plot
- Transfer of Plot

Types of Plots:

- 4 Cremations
- 1 Casket & 3 Cremations
- Husband and Wife Cremations with Casket
- Other: \_\_\_\_\_

Section B: Purchaser Details

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Contact Person/Personal Representative of Purchaser:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Recipient #1 Information:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Recipient #2 Information:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Recipient #3 Information:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Recipient #4 Information:

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Summary of Charges:

(All Prices Include HST)

- Interment Rights Single Plot - \$1073.50  
(\$570 Plot Fee + \$380 Perpetual Care +  
\$123.50 HST)
- Open/Close Full Burial - \$395.50 (\$350 +  
45.50 HST)
- Open/Close Cremation - \$84.75 (\$75 +  
\$9.75 HST)
- Open/Close Child Burial - \$169.50 (\$150  
+ \$19.50 HST)
- Care and Maintenance - \$113.00 (\$100  
+\$13 HST)
- Staking Fee - \$28.25 (\$25 + 3.25 HST)
- Foundation - \$282.50 (\$250 + \$32.50  
HST)
- Care and Maintenance - Flat monument  
at least 439.42 sq. cm. – \$56.50 (\$50 +  
\$6.50 HST)
- Care and Maintenance - Upright  
monument 4x4 or less - \$113 (\$100 +\$13  
HST)

Payment:

Total: \_\_\_\_\_

- Cash
- Cheque
- Debit

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

- Care and Maintenance - Upright monuments more than 4x4 - \$226 (\$200 + \$26 HST)
- 4 Corner Stones - \$203.40 (\$180 + \$23.40 HST)
- Niche - \$1367.30 (\$782 Cost + \$138 Care and Maintenance + \$290 Engraving + 157.30 HST)
- Niche Final Date Engraving – \$271.20 (\$240 + \$31.20 HST)
- Transfer/Exchange Fee - \$16.95 (\$15 + \$1.95 HST)

### **Contract Terms and Conditions**

#### **Cancellation of Contract within 30 days**

If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract cancel this contract for a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the Cemetery By-laws is required for interments, cremation, entombments, disinterment's, dis-entombments, and the placement of markers, monuments, inscriptions or ceramic photos.

An interment rights holder may require, by written demand, the municipality to repurchase the rights at any time before they are used.

If the municipality receives notice that a purchase of interment rights is cancelled within thirty days, the municipality will refund to the purchaser all money received within thirty days of receiving the notice.

#### **Cancellation of Contract after 30 Days**

If the municipality receives notice that a purchase is cancelled after thirty days, the municipality shall retain all funds placed in the care and maintenance fund. This also applies to all purchases that were made before this Act came into being.

An interment rights holder can only sell their interment rights to the Municipality of Highlands East. The repurchase price shall be deemed to be no more than the price listed on the current price list set out in Schedule B of this by-law. The municipality shall retain all funds placed in the care and maintenance fund.

No refund or repurchase will be made for any lot if any interment rights have been exercised, unless all human remains have been legally relocated.

In cases of transfer of interment rights by will or bequest, the municipality reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership. Original certificates of Interment Rights shall be returned to the Clerk who may then issue a new certificate.

The municipality does not provide pre-need services.

**Subdivision of Interment Rights:** No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights. No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

**Interments Rights included:** One (1) full size traditional interments and three (3) cremation interments or up four (4) cremation interments.

**Memorialization:** One Upright monument only centered on grave, size as prescribed in the Cemetery By-laws. Care and Maintenance Fund Contribution for Monument Installation: In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

### **Payment Terms**

Interment Right must be paid in full before any burial or memorialization can take place.

An Interment Rights Certificate will not be issued until the Interment Right has been paid in full.

Rights Holder(s) Request to Remove Memorialization: A monument, or memorialization purchased by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

Causes Beyond The Cemetery Owner Control: The Cemetery Owner cannot be responsible if prevented from carrying out this Contract from causes beyond its control.

### **Privacy Policy**

Personal Information: The Purchaser acknowledges and provides consent to permit The Corporation of the Municipality of Highlands East to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the crematorium public register. The Purchaser also understands that The Corporation of the Municipality of Highlands East does not rent or sell personal information to third party organizations.

Consumer Information Guide and Crematorium Price List: By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

I hereby acknowledge I have been offered and/or received a copy of the Ontario Consumer Information Guide and the Cemetery Price List.

I have reviewed the Contract's Terms and conditions and hereby confirm that the Interment Rights, and specified in this Contract are complete and correct. I direct the Owner to proceed with the

Interment Right(s), as identified in the Contract in accordance with the Cemetery By-laws which are now or at any time hereafter in force.

{ } I hereby acknowledge I have received and reviewed a copy of the Cemetery's By-laws.

The Terms and Conditions set out in this Contract expire on (state period of time) unless executed by the Purchaser and the Owner. The Contract Date set out below is the date on which this Contract is accepted by the Owner.

I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the Total Contract Amount to the Owner in accordance with the Contract's Terms and Conditions.

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Signature of Purchaser

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Date

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Signature of Cemetery Representative

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Date