

**St. Paul's Perpetual Cemetery Fund, Inc.**  
**Regulations, Rules, Conditions and Restrictions**  
**Effective Date October 1, 2022**

**It is the desire of the St. Paul's Perpetual Cemetery Fund Inc. to maintain a cemetery that is beautiful, dignified and an appropriate final resting place for departed loved ones. In formulating these policies and procedures, it has been our desire to offer as much freedom of choice as possible while still preserving those regulations, policies and procedures necessary to maintain a high standard of beauty and efficiency. The St. Paul's Perpetual Cemetery Fund Inc. Board of Directors sincerely hopes that you will assist us in this effort by adhering to these rules. We also solicit your comments and suggestions regarding general maintenance and operating procedures.**

**GENERAL**

These regulations are designed to protect the interest of both the individual user and the St Paul's Perpetual Cemetery Fund, Inc. (hereafter known as the Cemetery Fund). Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future cemetery. These rules may be changed by the Cemetery Fund's Board of Directors (hereafter known as the Cemetery Board) as is deemed necessary. Fee structuring or suggested ranges of donations will make allowances for the continued operational quality provided by the Cemetery Fund.

The Cemetery Fund expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Cemetery Fund, its members, representatives or agents make no claim that the Cemetery Fund provides mortuary services or any other service that may require licensing by the State of Missouri or the state Board of Embalmers and Funeral Directors. The Cemetery Fund does not provide mortuary services nor are any of its members, representatives or agents subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other title that may be construed as to claim any type of regulated position.

**ACCESS TO THE CEMETERY**

The Cemetery Board reserves the right to refuse entrance to any person or persons it deems objectionable to the cemetery ground(s).

**APPLICABILITY**

The owner of the burial plot (hereafter known as the "Owner") agrees to all regulations and conditions set forth by the Cemetery Fund or as may be amended and shall equally bind their heirs, successors, administrators, executors, or assigns and are enforceable by the Cemetery Fund.

**AUTHORITY TO OPERATE**

The Cemetery Fund has filed in the office of the Secretary of State, Articles of Incorporation in writing as provided by law and has, in all respects, complied with the requirements of The General Not For Profit Corporation Act of Missouri and is entitled to all the rights and privileges granted to corporations organized under the above stated Act. The date of incorporation is January 13, 1964. The Cemetery Fund operates as an endowed cemetery and is affiliated with St. Paul's Evangelical Lutheran Church located in Lohman, MO.

## **AVAILABILITY OF REGULATIONS, RULES, CONDITIONS AND RESTRICTIONS**

Interested parties may review current regulations, rules, conditions and restrictions by appointment with members of the Cemetery Board.

### **BURIALS**

Interments are limited to human remains. The family or designated representative is responsible for giving sufficient notice for the marking of a burial plot. The family or designated representative retains responsibility of the opening/closing of the burial plot and allowing sufficient time for the work to be completed. Extra time may be required during winter months.

No more than one casket will be allowed in a burial plot.

All monuments shall be placed at the head of the burial plot grave on a concrete base even with the ground. All foot markers must be sunk to ground level in concrete. The Cemetery Board reserves the right to level all burial plots after they settle, re-seed the grass, and remove any dead or weather-worn flowers after an appropriate period of time. Flowers must be disposed of properly and may not be left lying around, thrown into the woods or onto property adjacent to the cemetery.

Burials and inurnments will be open to the public (Non-Corporation).

The Cemetery Board maintains an updated outdoor directory of burial plots and their assignments as well as a plot board located in the church.

### **CHOICE OF LOCATION**

Corporation members shall be placed into one of two categories, Vested Members or Non-Vested Members. Each category shall have specific entitlements and privileges.

Vested Members shall consist of congregational members identified by St. Paul's Evangelical Lutheran Church's Our Governing Document, c8.02, as (a) Baptized, (b) Confirmed, or (c) Voting. Congregational members identified as meeting these criteria shall be entitled to a grave plot in rotation at no cost to the member, or may elect to reserve a specific available grave plot at the current fee structure.

Non-Vested Members shall consist of congregational members identified by St. Paul's Evangelical Lutheran Church's Our Governing Document, c8.02, as (d) Associate or (e) Seasonal. Additionally, individuals meeting the following requirements may submit application for Non-Vested corporation membership:

- (1) Former congregational members,
- (2) Individuals who have congregational family members, or
- (3) Individuals who have family members interred/inurned in St. Paul's Perpetual Cemetery.

Non-Vested members serving on the St. Paul's Perpetual Cemetery Fund Inc.'s Board of Directors shall have the same entitlements/privileges as a Vested member during their tenure in office.

Interment is normally done on an "in rotation" basis. "In rotation" refers to the next available burial plot in a developed section as determined by the furthest eastward row and the most northern plot in that row.

"Out of rotation" refers to when a Member knows the exact desired location of their burial plot in a developed section and the Member enters into a signed purchase agreement with the Cemetery Fund. If adjoining burial

plots are to be reserved, the plots shall be paid for at the time of purchase of the Member's first plot. The identified burial plot(s) will be recorded as a "reserved burial plot(s)" on the cemetery plot boards.

All "reserved burial plots" will be identified with the name of the person for whom it is reserved. The exceptions to this rule are the plots given in exchange for the General Warranty Deed dated 27 February, 2010.

The choice of burial plot location will be granted on "first come" basis. Any available burial plot(s) in a developed section regardless of location can be reserved.

A Member may enter into a signed purchase agreement with the Cemetery Fund and reserve an adjoining burial plot for a spouse. The adjoining burial plot shall be paid for at the time of purchase of the Member's plot.

Within one (1) year of interment, a permanent marker shall be placed at the burial plot. The minimum shall be a flat 12 inch x 16 inch marker set in concrete.

No promises are made to speculation of future sites or locations that may or may not be developed.

### **PRICING FOR CASKET INTERMENT (GROUND)**

There shall be only one (1) casket per burial plot.

In order to provide clarification for numerous questions concerning "Vested Member/Non-Vested Member", "Vested Member/Non-Corporation spouse", or Non-Vested Member/Non-Corporation spouse" relationships, pricing for the following scenarios supersedes the "Price List and Regulation" dated October 1, 2017.

Vested Member only "in rotation". - **free**.

Vested Member only "in rotation" (free), with a surviving Vested Member spouse. The surviving spouse may purchase the adjoining "in rotation" burial plot next to deceased Vested Member spouse at the time of passing (\$50). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$50.**

Vested Member only "in-rotation" (free), with a surviving Non-Vested Member spouse. The surviving Non-Vested Member spouse may purchase the adjoining "in rotation" burial plot next to deceased spouse at time of passing (\$1500). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$1500.**

Vested Member only "in-rotation" (free), with a surviving Non-Corporation spouse. The surviving Non-Corporation spouse may purchase the adjoining "in rotation" burial plot next to deceased spouse at time of passing (\$2000). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$2000.**

Vested Member only out-of-rotation (reserved burial plot). **Total Cost \$250.**

Vested Member only out-of-rotation (\$250) with Non-Vested Member spouse (\$1500) two (2) reserved burial plots. **Total Cost \$1750.**

Vested Member only out-of-rotation (\$250) with Non-Corporation spouse (\$2000) two (2) reserved burial plots. **Total Cost \$2250.**

Non-Vested Member "in rotation" only. **Total Cost \$1500.**

Non-Vested Member “in rotation” only (\$1500) with a surviving Vested Member spouse (\$50) purchasing the adjoining “in rotation” burial plot next to deceased Non-Vested Member spouse at the time of passing. (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$1550.**

Non-Vested Member “in rotation” only (\$1500) with the surviving Non-Vested Member spouse (\$1500) purchasing the adjoining “in rotation” burial plot next to deceased spouse at the time of passing. (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$3000.**

Non-Vested Member “in rotation” only (\$1500) with a surviving Non-Corporation spouse (\$2000) purchasing the adjoining “in rotation” burial plot next to deceased spouse at the time of passing. (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$3500.**

Non-Vested Member only out-of-rotation (reserved burial plot). **Total Cost \$1825.**

Non-Vested Member only out-of-rotation (\$1825) with Non-Corporation spouse (\$2000) two (2) reserved burial plots. **Total Cost \$3825.**

Non-Corporation burial. **Total Cost \$2000.**

Non-Corporation burial (\$2000) with a surviving Non-Corporation spouse (\$2000) purchasing the adjoining “in rotation” burial plot next to deceased spouse at the time of passing. (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$4000.**

#### **URN INTERMENT (GROUND)**

No ashes are permitted to be scattered in the cemetery.

There shall be only one (1) or two (2) urns per burial plot. This applies to Vested Members, Non-Vested Members and Non-Corporation burials.

In situations involving urn and casket combination, the following regulation shall apply: ***If the first interment is a casket and the second interment is an urn, there shall be one (1) plot needed. If the first interment is an urn and the second interment is a casket, there shall be two (2) plots needed.***

Vested Member only “in rotation” with one (1) urn. - **free.**

Vested Members only “in rotation” with two (2) urns in the same plot- **free.** One urn shall be placed at the head of the burial plot and the second urn will be placed foot of the burial plot.

Vested Member only “in rotation” – free with two (2) urns (one urn is Non-Vested spouse) (\$750) in the same plot. **Total Cost \$750.**

Vested Members only “in rotation” - free. If the surviving spouse is also a Vested Member and desires/needs a separate plot, the surviving Vested Member spouse may purchase the adjoining “in rotation” burial plot next to deceased Member spouse at the time of passing (\$50). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$50.**

Vested Member only “in-rotation” - free. If the surviving spouse is a Non-Vested Member and desires/needs a separate plot, the surviving Non-Vested Member spouse may purchase the adjoining “in rotation” burial plot next to deceased Member spouse at time of passing (\$1500). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$1500.**

Vested Member only “out-of-rotation” (reserved burial plot). **Total Cost \$250.**

Vested Member only out-of-rotation (\$250) (reserved burial plot) with Vested Member spouse (two (2) urns) in the same plot. **Total Cost \$250.**

Vested Member only out-of- rotation (\$250) and the surviving Non-Vested Member spouse desires/needs a separate plot, the surviving Non-Vested Member spouse may purchase the adjoining “out-of-rotation” burial plot next to deceased Vested Member spouse at time of passing (\$1500). **Total Cost \$1750.**

Vested Member only out-of- rotation (\$250) and the surviving Non-Corporation spouse desires/needs a separate plot, the surviving Non-Corporation spouse may purchase the adjoining “out-of-rotation” burial plot next to deceased Vested Member spouse at time of passing (\$2000). **Total Cost \$2250.**

Non-Vested Member “in rotation” only. **Total Cost \$1500.**

Non-Vested Member “in rotation” only (\$1500) and the surviving Vested Member spouse desires/needs a separate plot, the surviving Vested Member spouse may purchase the adjoining “in rotation” burial plot next to deceased Non-Vested Member spouse at time of passing (\$50). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$1550.**

Non-Vested Member “in rotation” only (\$1500) and the surviving Non-Vested Member spouse desires/needs a separate plot, the surviving Non-Vested Member spouse may purchase the adjoining “in rotation” burial plot next to deceased Non-member spouse at time of passing (\$1500). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$3000.**

Non-Vested Member “in rotation” only (\$1500) with Non-Vested Member spouse (two (2) urns) in the same plot. **Total Cost \$1500.**

Non-Corporation “in rotation” only. **Total Cost \$2000.**

Non-Corporation “in rotation” (\$2000) with two (2) urns in the same plot. One urn shall be placed at the head of the burial plot and the second urn will be placed foot of the burial plot. **Total Cost \$2000.**

Non-Corporation “in rotation” only (\$2000) and the surviving Non-Corporation spouse desires/needs a separate plot, the surviving Non-Corporation spouse may purchase the adjoining “in rotation” burial plot next to deceased Non-Corporation spouse at time of passing (\$2000). (The adjoining burial plot will be held for thirty (30) days after interment of deceased spouse.) **Total Cost \$4000.**

## **CONTROL OF IMPROVEMENTS**

All improvements of any kind on the cemetery are under the strict control of the Cemetery Fund. The Cemetery Fund may remove any and all improvements at any time, for any reason.

## **DECORATIONS**

The Cemetery Fund is not responsible for any decorations, flowers or other items placed on or near any burial space. The Cemetery Board reserves the right to remove and dispose any decoration, floral arrangement or

other item that it deems unsightly or objectionable. All decorations must not infringe on the rights of others. The Cemetery Board, at its sole discretion, reserves the right to limit or restrict any decoration or design that it deems to be inappropriate.

## **DEFINITIONS**

The definitions used in the following Cemetery Fund regulations, rules, conditions and restrictions are taken from MO REVISED STATUTES CHAPTER 214.

**“Burial merchandise”**, a monument, marker, memorial, tombstone, headstone, urn, outer burial container, or similar article which may contain specific lettering, shape, color, or design as specified by the purchaser.

**“Burial space”**, one or more than one plot, grave, mausoleum, crypt, lawn, surface lawn crypt, niche or space used or intended for the interment of the human dead;

**“Cemetery”**, property restricted in use for the interment of the human dead by formal dedication or reservation by deed but shall not include any of the foregoing held or operated by the state or federal government or any political subdivision thereof, any incorporated city or town, any county or any religious organization, cemetery association or fraternal society holding the same for sale solely to members and their immediate families;

**“Cemetery association”**, any number of persons who shall have associated themselves by articles of agreement in writing as a not-for-profit association or organization, whether incorporated or unincorporated, formed for the purpose of ownership, preservation, care, maintenance, adornment and administration of a cemetery. Cemetery associations shall be governed by a board of directors. Directors shall serve without compensation;

**“Cemetery operator” or “operator”**, any person who owns, controls, operates or manages a cemetery;

**“Cemetery prearranged contract”**, any contract with a cemetery or cemetery operator for burial merchandise or burial services covered by sections 214.270 to 214.410 which is entered into before the death of the individual for whom the burial merchandise or burial services are intended;

**“Cemetery service” or “burial service”**, those services performed by a cemetery owner or operator licensed as an endowed care or nonendowed cemetery including setting a monument or marker, setting a tent, excavating a grave, interment, entombment, inurnment, setting a vault, or other related services within the cemetery;

**“Columbarium”**, a building or structure for the inurnment of cremated human remains;

**“Endowed care”**, the maintenance, repair and care of all burial space subject to the endowment within a cemetery, including any improvements made for the benefit of such burial space. Endowed care shall include the general overhead expenses needed to accomplish such maintenance, repair, care and improvements. Endowed care shall include the terms perpetual care, permanent care, continual care, eternal care, care of duration, or any like term;

**“Endowed care cemetery”**, a cemetery, or a section of a cemetery, which represents itself as offering endowed care and which complies with the provisions of sections 214.270 to 214.410;

**“Endowed care fund”, “endowed care trust”, or “trust”**, any cash or cash equivalent, to include any income therefrom, impressed with a trust by the terms of any gift, grant, contribution, payment, devise or bequest to an endowed care cemetery, or its endowed care trust, or funds to be delivered to an endowed care cemetery's trust received pursuant to a contract and accepted by any endowed care cemetery operator or his agent. This definition includes the terms endowed care funds, maintenance funds, memorial care funds, perpetual care funds, or any like term;

**“Grave” or “plot”**, a place of ground in a cemetery, used or intended to be used for burial of human remains;

**"Human remains"**, the body of a deceased person in any state of decomposition, as well as cremated remains;

**"Inurnment"**, placing an urn containing cremated remains in a burial space;

**"Niche"**, a space in a columbarium used or intended to be used for inurnment of cremated remains;

**"Nonendowed care cemetery"**, or **"nonendowed cemetery"**, a cemetery or a section of a cemetery for which no endowed care trust fund has been established in accordance with sections 214.270 to 214.410;

**"Owner of burial space"**, a person to whom the cemetery operator or his authorized agent has transferred the right of use of burial space;

**"Person"**, an individual, corporation, partnership, joint venture, association, trust or any other legal entity;

**"Total acreage"**, the entire tract which is dedicated to or reserved for cemetery purposes;

**"Trustee of an endowed care fund"**, the separate legal entity qualified under section 214.330 appointed as trustee of an endowed care fund.

### **DISTURBANCES**

The Cemetery Board reserves the right to prohibit disturbances on the cemetery grounds. Inconsiderate behavior, actions or improprieties will not be tolerated.

### **EXEMPTIONS**

Exemptions to these rules must be in writing and signed by the Cemetery Board. The specific exemption will be for cogent reasons and shall not exempt the Member or Non-member from otherwise unmentioned regulations, rules, conditions or restrictions that may apply.

### **IDENTIFICATION OF REMAINS GROUND URN INTERMENT**

The Cemetery Board shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Cemetery Board acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and the date of death is required on all cremains prior to interment.

### **MONUMENTS AND MARKERS**

A permanent marker will be placed on all grave sites within a year after the plot is used unless due to legal reasons more time is needed. In these situations, the family should notify the Cemetery Board for an extension.

On a joined plot where male and female are buried together, when standing at the foot of the plot and facing toward the location of the monument or marker, the male will be interred on the right and the female interred on the left.

All monuments within the cemetery are the property of the burial plot owner heirs, or the responsible party that ordered and placed them. Maintenance of the monuments is their responsibility.

The Cemetery Fund will not be responsible for inadvertent scratches and chips that occur from routine maintenance or vandalism. Such happenings are a condition that goes with the privilege of placing the monument or marker in the cemetery. The cemetery is maintained by a contracted service who exercises great care in keeping the grounds groomed. Markers are subject to temperature extremes, snow, ice, and occasional nicks and chips from mowing equipment.





# St. Paul's Perpetual Cemetery Fund, Inc. Interment Permit

8618 Church Hill Drive  
P.O. Box 15  
Lohman, MO 65053-0015

## KNOW ALL PERSONS BY THESE PRESENT:

For and in consideration of the receipt of \$ \_\_\_\_\_, St. Paul's Perpetual Cemetery Fund, Inc. hereby grants unto \_\_\_\_\_ (the "Owner(s)"), the exclusive right and privilege to inter the remains of: (1) \_\_\_\_\_ urn/casket and (2) \_\_\_\_\_ urn/casket in burial plot **Row** \_\_\_\_, **Plot number(s)** \_\_\_\_/\_\_\_\_ located on the premises of the St. Paul's Cemetery, Lohman, MO. The Owner(s) may request a change of this designation in writing at a later date to provide in lieu thereof interment of the remains of any other person who qualifies hereunder.

The Owner(s) agrees to abide by the regulations, rules, conditions and restrictions governing St. Paul's Cemetery, Lohman, MO which are incorporated herein by this reference. By signing this Interment Permit, the Owner(s) acknowledges having read the regulations, rules, conditions and restrictions governing the St. Paul's Cemetery, Lohman, MO and having received an exact copy dated: \_\_\_\_\_.

This agreement is binding on all parties, their representatives, administrators, executors, heirs, assigns and successors. St. Paul's Perpetual Cemetery Fund, Inc. operates as an endowed care cemetery.

This permit shall not create any interest in the real property on which the St. Paul's Cemetery is located.

**IN WITNESS WHEREOF**, this permit has been issued this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER(S)**

**ST PAUL'S PERPETUAL CEMETERY FUND, INC.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S)

\_\_\_\_\_  
SIGNATURES OF TWO BOARD MEMBERS

\_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME(S)

\_\_\_\_\_  
STREET ADDRESS/CITY/STATE/ZIP CODE

## Columbarium/Memorial Garden

# **Regulations, Rules, Conditions and Restrictions**

## **GENERAL**

These regulations are designed to protect the interest of both the individual user and the St Paul's Perpetual Cemetery Fund, Inc. (hereafter known as the Cemetery Fund). Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, columbarium/memorial garden area (hereafter known as the Memorial Garden). These rules may be changed by the Cemetery Fund as is deemed necessary. Fee structuring or suggested ranges of donations will make allowances for the continued operational quality provided by the Cemetery Fund.

## **ACCESS TO THE CEMETERY**

The Cemetery Fund Board of Directors (hereafter known as the Cemetery Board) reserves the right to refuse entrance to any person or persons it deems objectionable to the cemetery grounds and to the Memorial Garden other than the owner (hereafter known as the Grantee) of the niche or relative(s) of the Grantee.

## **ADDITIONS OR AMENDMENTS**

The Grantee, executor, or authorized representative recognizes that additions or amendments to the regulations, conditions or restrictions may be deemed necessary by the Cemetery Fund for the benefit of all parties and agrees to abide by any future changes or improvements.

## **APPLICABILITY**

The Grantee of the niche agrees to all regulations and conditions set forth by the Cemetery Fund or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by the Cemetery Fund.

## **AUTHORITY TO OPERATE**

The Cemetery Fund has filed in the office of the Secretary of State, Articles of Incorporation in writing as provided by law and has, in all respects, complied with the requirements of The General Not For Profit Corporation Act of Missouri and is entitled to all the rights and privileges granted to corporations organized under the above stated Act. The date of incorporation is January 13, 1964. The Cemetery Fund operates as an endowed cemetery.

## **AVAILABILITY OF REGULATIONS, RULES, CONDITIONS AND RESTRICTIONS**

Interested parties may review current regulations, rules, conditions and restrictions by appointment with members of the Cemetery Board.

## **BURIAL MERCHANDISE**

Niche urn(s), urn(s) engraving and the memorialized facing stone are the only Memorial Garden burial merchandise offered by the Cemetery Fund.

## **CHANGE IN PRICING**

Prices are subject to change by the Cemetery Board.

### **CHOICE OF LOCATION**

Niches will be sold on an “in rotation” basis starting at the top left and in rotation from left to right and top to bottom. No promises are made to the Grantee relating to speculation of future sites or locations that may or may not be developed.

### **CONTROL OF IMPROVEMENTS**

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of the Cemetery Fund and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnment, plantings, landscape care or columbarium work. The Cemetery Board may remove any and all improvements at any time, for any reason.

### **COST PER NICHE (MAXIMUM ACCOMMODATIONS TWO URNS)**

Corporation members shall be placed into one of two categories, Vested Members or Non-Vested Members. Each category shall have specific entitlements and privileges.

Vested Members shall consist of congregational members identified by St. Paul’s Evangelical Lutheran Church’s Our Governing Document, c8.02, as (a) Baptized, (b) Confirmed, or (c) Voting. Congregational members identified as meeting these criteria shall be entitled to a purchase a niche at the current fee structure.

Non-Vested Members shall consist of congregational members identified by St. Paul’s Evangelical Lutheran Church’s Our Governing Document, c8.02, as (d) Associate or (e) Seasonal. Additionally, individuals meeting the following requirements may submit application for Non-Vested corporation membership:

- (1) Former congregational members,
- (2) Individuals who have congregational family members, or
- (3) Individuals who have family members interred/inurned in St. Paul’s Perpetual Cemetery.

Non-Vested members serving on the St. Paul’s Perpetual Cemetery Fund Inc.’s Board of Directors shall have the same entitlements/privileges as a Vested member during their tenure in office.

### **COST OF TOTAL COMPLETED PACKAGE (SINGLE URN INTERMENT)**

\$800 (Niche - \$500 + one urn - \$300) - Vested Member.

\$1200 (Niche - \$900 + one urn - \$300) - Non-Vested Member.

\$1500 (Niche \$1200 + one urn - \$300) - Non-Corporation.

### **COST OF TOTAL COMPLETED PACKAGE (TWO URN INTERMENT)**

\$1100 (Niche - \$500 + two urns - \$600) - Vested Member.

\$1500 (Niche - \$900 + two urns - \$600) - Non-Vested Member.

\$1800 (Niche \$1200 + two urns - \$600) - Non-Corporation.

Each niche purchase shall include the following: (1) Memorialized Facing Place and (2) Polished Sheet Bronze Urn(s) with an engraved urn identification plate.

## **DECORATIONS**

The Cemetery Fund is not responsible for any decorations, flowers or other items placed on or near the Memorial Garden. The Cemetery Fund reserves the right to remove and dispose any decoration, floral arrangement or other item that it deems unsightly or objectionable. All decorations must not infringe on the rights of others. The Grantee shall be liable for any damage caused by the placement of any decorations. Under no circumstances will the use of glass containers or other items that could cause injury be allowed around the Memorial Garden. The Cemetery Board, at its sole discretion, reserves the right to limit or restrict any decoration or design that it deems to be inappropriate.

## **DISTURBANCES**

The Cemetery Board reserves the right to prohibit disturbances on the cemetery grounds and to the Memorial Garden. Inconsiderate behavior, actions or improprieties will not be tolerated.

## **DISTURBANCE OF CREMAINS**

The niche intended for the sheltering of the Grantee's cremains was the express wish of the Grantee. Heirs are not allowed to change locations, cause to be removed from their space, or to transfer ownership without a court order from such court having authority to demand such change.

## **EXEMPTIONS**

Exemptions to these rules must be in writing and signed by the Cemetery Board. The specific exemption will be for cogent reasons and shall not exempt the Grantee from otherwise unmentioned regulations, rules, conditions or restrictions that may apply.

## **FUNERAL SERVICE**

The Cemetery Fund expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Cemetery Fund, its members, representatives or agents make no claim that the Cemetery Fund provides mortuary services or any other service that may require licensing by the State of Missouri or the state Board of Embalmers and Funeral Directors. The Cemetery Board does not provide mortuary services nor are any of its members, representatives or agents subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other title that may be construed as to claim any type of regulated position.

## **IDENTIFICATION OF REMAINS**

The Cemetery Board shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Cemetery Board acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and the date of death will be required on all cremains for placement within a niche.

## **INURNMENT HOURS**

Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. The Cemetery Board has the right to refuse inurnment of cremains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day will be the only remedy of the Grantee.

### **INURNMENT AUTHORIZATION REQUIRED**

A written authorization is required from the Grantee, executor or personal representative for the person or persons not designated or intended for at the time of agreement between the Cemetery Board and the Grantee prior to the inurnment of those cremains. This written authorization must be signed by the Cemetery Board.

### **LIMIT OF LIABILITY**

The Cemetery Fund will make reasonable precautions to protect the Grantee from loss or damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within reasonable control of the Cemetery Fund shall be limited to no more than the amount of monies paid for any contracted item.

### **OUTSIDE VENDORS**

The Grantee agrees to use materials, products, spaces, agents, parties and designs approved and controlled by the Cemetery Fund. The Cemetery Board may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the Grantee, should that item be provided by an outside source.

### **REFERENCE TO REGULATIONS**

Every purchase order and/or agreement entered into between the Cemetery Fund and the Grantee will give reference to the regulations, rules, conditions and restrictions covered here and shall bind the parties to these in their loyalty.

### **RIGHT TO ALTER AND USE PROPERTY**

The Cemetery Board reserves the right to change the boundaries and make improvements it deems necessary. The Cemetery Board reserves the right of ingress and egress as may be necessary.

### **SUBJECT TO LAWS**

In addition to rules and regulations set forth, the Grantee agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. The Cemetery Board reserves the right to amend the specific items or items without an effect on other provisions set forth or as may be amended.

### **TRANSFER OF OWNERSHIP**

Transfer of ownership is not permitted unless otherwise approved/permitted by the Cemetery Board. If the Grantee receives approval/permission by the Cemetery Board allowing the use of their niche to another person, the inurned person's heirs, representative, assigns, agent, executor or administrator agrees to abide by the regulations and restrictions as if the person interred were the original Grantee to the agreement and will be bound equally.

### **USE OF PROPERTY**



**St. Paul's Perpetual Cemetery Fund, Inc. Interment Permit**

8618 Church Hill Drive  
P.O. Box 15  
Lohman, MO 65053-0015

**Columbarium Inurnment Permit Number \_\_\_\_ of 63**

**KNOW ALL PERSONS BY THESE PRESENT:**

For and in consideration of the receipt of \$ \_\_\_\_\_ /niche/1 urn/2 urns/, St. Paul's Perpetual Cemetery Fund, Inc. hereby grants unto \_\_\_\_\_ (the "Grantee"), the exclusive right and privilege to inurn the cremains of: (1) \_\_\_\_\_ and (2) \_\_\_\_\_ in inurnment location number \_\_\_\_ of the Memorial Garden located on the premises of the St. Paul's Cemetery, Lohman, MO. The Grantee may request a change of this designation in writing at a later date to provide in lieu thereof inurnment of the cremains of any other person who qualifies hereunder.

The Grantee/Owner agrees to abide by the regulations, rules, conditions and restrictions governing the Memorial Garden which are incorporated herein by this reference. By signing this Inurnment Permit, the Grantee/Owner acknowledges having read the regulations, rules, conditions and restrictions governing the Memorial Garden and having received an exact copy dated: \_\_\_\_\_.

This agreement is binding on all parties, their representatives, administrators, executors, heirs, assigns and successors.

This permit shall not create any interest in the real property on which the Memorial Garden is located.

**IN WITNESS WHEREOF**, this permit has been issued this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE(S)/OWNER(S)**

**ST. PAUL'S PERPETUAL CEMETERY FUND, INC.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S)

\_\_\_\_\_  
SIGNATURES OF TWO BOARD MEMBERS

\_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME(S)

\_\_\_\_\_  
STREET ADDRESS/CITY/STATE/ZIP CODE