

# East Union Cemetery Association

1035 N. Union Rd.

Manteca, CA. 95336

Phone: 209-823-8533 Fax: 209-823-2529

[eastunioncemetery@gmail.com](mailto:eastunioncemetery@gmail.com)

## **RULES & REGULATIONS**

### **A. California Health & Safety Code**

1. California laws govern cemeteries. The bulk of regulations are contained in the Business and Professions Code and the Health and Safety Code as detailed in the Cemetery Act.
2. East Union Cemetery Association (EUCA) operates and manages East Union Cemetery within the guidelines of the California Cemetery Act with Rules and Regulations.
3. This Cemetery, an endowment care memorial property, is a not-for-profit corporation.
4. East Union Cemetery Association consists of 4.9 acres of landscaped park; and is located at 1035 N. Union Rd., Manteca, CA. 95336.

### **B. Purpose**

1. These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery.
2. All property purchased shall be subject to these Rules and Regulations. Owners of Interment Rights, visitors, and persons performing work within the cemetery, shall be subject to these Rules and Regulations, and to all amendments or modifications as shall be adopted by the Cemetery from time to time.
3. Enforcement of regulations helps protect the Cemetery and create and preserve its beauty. EUCA reserves the right to make exceptions when necessary.

### **C. Historical Information**

1. Throughout the ages, cemeteries, graves, memorials, and tributes have mirrored history, been a source for recording human endeavors, immortalized our heroines and heroes, and preserved the heritage of the people. Cemeteries have been places where ancestors can be put in a secure place and honored by the living with visits, flowers, and memorials.
2. The Cemetery began in 1872, incorporated as Union Cemetery Association in 1877, then as East Union Cemetery Association in 1956. It is a private endowment cemetery of about 5 acres, operated strictly by volunteers since 2014.

3. Originally most burials were earth burials. However, over the years traditions have changed and cremains burials have become much more prevalent.
4. East Union Cemetery Association is proud of its history, landscaping, with the beautiful trees throughout, and with its buildings.

### **D. Rules and Regulations**

1. Article 2 of the state of California Health and Safety code states: sec. 8300 right of cemetery to make Rules and Regulations.
2. A cemetery may make and enforce rules and regulations for all other purposes deemed necessary by the cemetery authority or the transfer of any Interment space or the right of interment, and the protection and safeguarding of the premises, and the principles, plans and ideals on which the cemetery is conducted.
3. The rules and regulations shall be plainly printed and maintained subject to inspection in the office of the cemetery as the cemetery authority may prescribe.
4. The Certificates of Ownership and these Rules and Regulations, and any amendments thereto, shall be the sole agreement between East Union Cemetery Association and the Owners of Property and Owners of Interment Rights. These Rules and Regulations apply to all before-need contracts, as well as all current owners and members.
5. Special cases may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right to make modifications in any of the Rules and Regulations when, in its judgement, the same appears advisable. Such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
6. Alcoholic beverages are prohibited within Cemetery grounds.
7. Recreation and sports activities, including but not limited to, archery, baseball, football, golf, horseshoes, running, soccer, and tennis, are prohibited.

### **E. Operation and Management of East Union Cemetery Association.**

1. In accordance with the California Health and Safety Code, Section 8275, East Union Cemetery Association is authorized to establish, maintain, manage, improve, and operate a cemetery and conduct any and all of the business of a cemetery not-for-profit.
2. East Union Cemetery Association reserves the right to compel all persons coming to the Cemetery to present proper identification and to obey all Rules and Regulations adopted by East Union Cemetery Association.
3. East Union Cemetery Association reserves the right to refuse admission to anyone not a lot owner or relative of a person interred in said Cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemetery. East Union Cemetery Association reserves the right to control and direct traffic, both pedestrian and vehicular, entering, leaving, or while in the cemetery.
4. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.
5. East Union Cemetery Association reserves to itself, and to those lawfully entitled thereto, the right of ingress and egress over lots for the purpose of passing to and from other lots.
6. East Union Cemetery Association management shall direct all improvements within the grounds and upon all lots and graves before, as well as after, interments have been made therein. The Cemetery shall have sole and exclusive authority with the respect to the sodding, planting, surveying, and improvements within the cemetery.
7. East Union Cemetery Association reserves the right to remove or alter, at the expense of the Interment space owner, any unauthorized changes made without the written consent by the Cemetery Management.
8. No persons shall be allowed to perform any work within the Cemetery without authorization issued by the Cemetery management. Volunteers must be sufficiently skilled for the specific work approved to prevent damage to the Cemetery and to work safely.
9. As empowered by Section 8325 of the California Health and Safety Code, the Cemetery Manager and Board members shall enforce all Rules and Regulations and may exclude from any part of the Cemetery property any person violating these rules and regulations.

**F. General Information**

1. The Cemetery grounds are sacred and devoted to the interment of human remains, and the provisions and

penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance, and disregard of the Rules and Regulations.

2. No person shall be permitted to enter or leave the grounds except by the public entrance.
3. Any person entering the Cemetery when the gates are closed, without prior authorization from the Cemetery management will be considered a trespasser.
4. Pursuant to Section 8307 of the California Health and Safety Code, East Union Cemetery Association may regulate the conduct of persons and prevent improper assemblages in the Cemetery.
5. East Union Cemetery Association Office hours:
  - Open: 8 a.m. to 11:30 a.m. weekdays
  - Closed: Saturday & Sunday, Christmas Day, Thanksgiving Day, New Year's Day. Other days of closure not listed above will be posted on the office door with a contact number in case of emergencies.
6. Interments, disinterments, removals, or interment services are scheduled Mondays through Fridays. Special arrangements must be made for scheduling on Saturdays, Sundays, or holidays.
7. All interments, disinterments, or removals of cremains shall be made only by East Union Cemetery Association. Disinterments of full body burials will be done by a hired third party at the expense of the family.
8. Tents, artificial grass, lowering devices, and other equipment owned by East Union Cemetery Association shall be used exclusively in performing the business of the Cemetery.
9. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc. placed on graves, lots, or elsewhere within the Cemetery grounds.
10. No person or persons other than Cemetery security personnel shall be permitted to bring or carry firearms within the Cemetery, except a military Guard of Honor, and then only when in the charge of a military officer and during a military service.

**G. Responsibilities and Liabilities**

1. East Union Cemetery Association shall take reasonable precaution to protect owners and the interment rights of owners within the Cemetery from loss, damage, or delay of interment. The Cemetery expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control; and, specifically, from damage caused by the elements, earthquake, an act of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, explosion, unavoidable accidents, invasion, insurrection, riot, or order of military or civil

authority whether the damage be direct, collateral, or where a protest to an interment has been made, other than as herein provided.

2. East Union Cemetery Association reserves, and shall have, the right to correct any errors that may be made by it while making interments, disinterments or removals, or in installation of memorials.
3. East Union Cemetery Association shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular size, space, and location in an Interment space where interment or installation of a memorial is desired.
4. East Union Cemetery Association disclaims any and all responsibility for establishing the identity of the person to be interred.
5. East Union Cemetery Association shall exercise due care in disinterments and removals but shall assume no liability for damage to any human remains, casket, outer burial receptacle, or urn in making a disinterment and removal in accordance with written instructions of the owner or his duly authorized representative.
6. East Union Cemetery Association shall not be liable for any delay in interment where protest to the interment has been made, or for non-compliance with the Rules and Regulations of the Cemetery.
7. All protests must be in writing and filed in the Cemetery office.
8. East Union Cemetery Association shall be in no way liable or held responsible for the deterioration of, or for any damage caused by any cinerary container, receptacle, or urn placed in any niches, whether purchased from the Cemetery nor not.
9. East Union Cemetery Association shall not be liable for defective workmanship or defective materials, furnished or performed by the Cemetery, in connection with vaults, memorials, cement headstone framing, or the installation thereof, beyond replacement, repair or corrections of such materials or installation; or for any defects in material or defects in workmanship, errors or omissions for vaults, memorials, cement headstone framing or foundations installed by contractors.

#### **H. Fulfillment of Contract Terms Prior to Interment**

1. All agreements for the purchase of Cemetery property, interment rights, memorials and associated charges must be on forms approved and signed by an authorized representative of East Union Cemetery Association. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements will not be recognized. All such agreements must comply with applicable state laws.

2. No interment shall be permitted, or memorial placed in or on any property until all Cemetery charges and fees for Interment Rights and maintenance are paid in full subject to the contract. Arrangements for the payment of all indebtedness due East Union Cemetery Association must be made before an interment will be made in any Interment space.
3. East Union Cemetery Association, further, shall have the right to remove any memorial or other improvement that may have been placed on said property as a result of default in payment.
4. East Union Cemetery Association does charge for transfers or assignments of ownership on Interment spaces; however, no transfer or assignment of ownership shall be complete or effective until all other charges are paid. When such an exchange is made, the original Certificate of Ownership must be surrendered to East Union Cemetery Association and/or such other documentation as the Cemetery may require.
5. Before any tomb, sarcophagus, private mausoleum, or columbarium is erected, the proprietor must deposit in the Endowment Care Fund a sum of money estimated by East Union Cemetery Association to be sufficient to yield an income for the proper care of such structure under endowment care.

#### **I. Interment Rights, Transfers, and Assignments**

1. Reference: California Health and Safety Code Sections 8570, 8600, 8601, 8602, & 8603
2. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.
3. Property rights of property owners, interment rights, and descent and inalienability of property by interments shall all be ruled and governed by laws of the State of California as set forth from time to time in the Health and Safety Code and other laws of California.
4. A "Certificate of Interment Rights" shall be issued to each owner upon full payment of the purchase price and full payment of Endowment Care fees. Every Interment Right shall be subject to:
  - a. all applicable laws and governmental regulations,
  - b. the Articles of Incorporation and other documents establishing the Cemetery, and
  - c. all Rules and Regulations adopted by East Union Cemetery Association as now in force or as hereafter amended or adopted, whether or not as set forth herein.
  - d. The Certificate of Ownership, Purchase Agreement, and these Rules and Regulations,

and any amendments hereto, shall constitute the sole agreement between East Union Cemetery Association and the Owner, and no statement of any sales agent or other Cemetery Board Member to the contrary shall bind East Union Cemetery Association.

5. No transfer or assignment of any property, or interest therein, shall be valid until the consent of East Union Cemetery Association has been endorsed thereon and the same recorded on the books of the Association, and is free and clear of indebtedness.
6. No partial or conditional transfer of Interment Rights and no sale of an undivided interest will be recorded by the Cemetery Authority unless such transfer is to a person or persons who are already part owners. In any case, the Cemetery Authority shall not be responsible for carrying out the intent of the Grantor.
7. Each owner shall be vested with the ownership of his or her Interment Right. The owner of such an Interment Right may dispose of it by will, provided that if the owner dies intestate, the Interment Rights will descend to the heirs pursuant to the California State laws of descent.
8. The Cemetery Authority expressly reserves the right and privilege, at any time and from time to time, to re-survey, enlarge, diminish, re-plat, alter shape or size, or otherwise change all or part of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the disposal or interment of human remains, or other Cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining and operation of pipelines, conduits or drains for sprinklers, drainage, electronic of communication lines, or for any other purpose.
9. The subdivision of property is not allowed. No one shall be interred in any Interment space not having any interest therein, except by written consent of all parties interested in such property and of East Union Cemetery Association, provided, however, a relative of any record owner may be buried in said property as provided in these rules or in the laws of the State of California.
10. It shall be the duty of the Interment right owner to notify East Union Cemetery Association of any change of mailing address. Notices sent to the property owner at the last address on file in the office of East Union Cemetery Association shall be considered sufficient and proper legal notice.

**J. Disposition of Human Remains**

1. In compliance with the California Health and Safety Code, human remains must be disposed of in accordance with the statues. A permit filed with the appropriate city or county registrar must be obtained prior to interment.
2. Human remains must be placed in an approved container suitable for holding human remains, and for ground burials, placed in a vault.
3. Interment of cremains can be made by putting remains in an urn which is then placed in niche. For ground burials, urns must be placed in a vault.

**K. Arrangement for Interment at East Union Cemetery Association.**

1. All funerals, on entering the Cemetery, shall be made under the supervision of the Cemetery Management. East Union Cemetery Association reserves the right to refuse the conduct of any funeral service on the grounds which in the opinion of the Cemetery's management, is not in keeping with the high standards and traditions of the Cemetery.
2. The right is reserved by East Union Cemetery Association to insist upon at least twenty-four hours' notice before any interment, and to at least one week's notice prior to any disinterment or removal. East Union Cemetery Association reserves the right to refuse delivery of remains, or to make interments, or to accept funerals, if, in the judgment of the Management, the time of arrival or proposed services is inexpedient for any reason, or because of holidays, the timing of working days, or employment of facilities or personnel or other services, work interments or inurnments.
3. When instructions regarding the location of an interment space cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, Management, in its discretion, may open it in such location as it deems best and proper so as not to delay the funeral; and East Union Cemetery Association shall not be liable in damages for any error so made.
4. No more than one human remain shall be interred in one grave, vault, crypt, or niche unless specifically authorized in writing by the owner and next-of-kin or their respective authorized representative and East Union Cemetery Association. Required forms are available through East Union Cemetery Association or from the California Cemetery Board.

**L. Interment by Earth Burial**

1. Interment space owners are authorized to bury a single deceased person in an interment space, or two (2) persons may be buried in (1) interment space, one above the other if full casket burials. Eight cremation burials may be buried when a full plot interment right is purchased and dedicated as a family Interment space for cremation burials only. These arrangements must be

made and authorized in writing and filed at the Cemetery office.

2. When (2) persons are to be buried in a single, full size, interment space, one above the other, two vaults must be purchased. No removal or disinterment of the top vault is permitted; however, the top vault may be used for a single burial or multiple cremains. If fully prepaid, the second vault will be placed at the time of the first burial. If not fully prepaid, the customer has the right to defer installation of the second vault, with the full understanding that the cost of the second vault and the cost of the second open/close are not guaranteed and are subject to change. The customer may pay the unpaid portion of the second vault, so it can be placed with the first burial.
3. A single Interment space, regardless of if for the burial of a single full burial or for two (2) full size burials one above the other, shall be allowed to also have (2) cinerary urns placed in vaults and placed in the same interment space, provided all vaults fit within the boundaries of the interment space.
4. In every earth interment, East Union Cemetery Association requires that the casket or urn shall be enclosed in an approved liner or vault purchased from the Cemetery; the burial of such vaults shall be made by the East Union Cemetery Association.
5. All interments, disinterments and removals must be made at a time and in a manner fixed by the Cemetery Management.
6. The Cemetery Authority may inter or open an Interment space for any purpose on written authorization by the person entitled to control the disposition of the remains and/or any record owner of such Interment space made out on forms approved by the Cemetery Authority and duly filed in the Cemetery office unless there are instructions to the contrary on file in the office.

**M. Interment by Entombment**

1. Once the funeral service is completed and the casket is placed in the receiving vault or other space, East Union Cemetery Association reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the person legally authorized to give permission, or without a court order, and then only by a licensed funeral director.

**N. Interment of Cremated Remains**

1. All deceased persons cremated and delivered to East Union Cemetery Association must be in a suitable container acceptable to East Union Cemetery Association.

2. East Union Cemetery Association provides the following facilities for interment of cremated remains: earth burial and future niche placement.
3. All fittings, adornments, urns, inscriptions, nameplates are subject to the approval and control of, and acceptance or rejection of East Union Cemetery Association.

**O. Disinterments and Removals**

1. East Union Cemetery Association shall not permit the removal of any interred remains unless a permit for the removal has been issued by the local registrar of the district in which the premises are located and delivered to the cemetery authority. Application for a disinterment permit must be signed by the Owner and the deceased's next-of-kin or their respective authorized representative(s).
2. East Union Cemetery Association shall assume no liability for damage to any casket or burial case or urn or remains in making the disinterment and removal done by a third (3<sup>rd</sup>) party.

**P. Plants, Shrubs, and Floral Regulations**

1. The California Health and Safety Code states: Sec. 8305. "Regulation of Planting within Cemetery. It may regulate or prevent the introduction of care of plants or shrubs within the cemetery."
2. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or avenues, or if, for any other reason its removal is deemed necessary, the Cemetery management shall have the right and it shall be its duty to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. All persons are strictly forbidden to break, prune, or injure any tree or shrub, or mar any landmark, marker, memorial, or in any way deface the grounds of East Union Cemetery Association.
3. Flower receptacles may be placed on any inground interment space, providing they are of approved size and design by East Union Cemetery Association management. In the case of the burial plot, however, containers must be set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by East Union Cemetery Association.
4. All floral decorations, whether natural or artificial, shall be subject to the Rules and Regulations, which are available upon request in the Cemetery office.
5. Floral frames, easels, or saddles removed from any Interment space site, unless called for within (5) days by those lawfully entitled to them, may be disposed of by East Union Cemetery Association in any manner it sees fit.

6. Due to the problems created in the areas of maintenance, security, and safety, the Cemetery has adopted the following floral and lot adornment regulations:
7. **GROUNDS:** Fresh or artificial floral arrangements will be allowed on each marker. Arrangements must be placed on markers only. No arrangement or other article will be allowed on the grass. Pots wrapped with paper, pots of glass, China, ceramic or pottery, or other breakable material will not be allowed.
8. No boxes, shells, mylar balloons, glassware, open flame candles or barbeques, rocks, food or drinks, bricks, gravel, signs, fences, arches, ceramic or pottery or other breakable material or other similar items will be permitted by the East Union Cemetery Association.
9. Persons within the Cemetery grounds shall use only the avenues, walks, alleys, and roads, unless there is no other way to reach an Interment space; or while on any portion of the Cemetery other than the avenues, walks, alleys, or roads, they shall in no way hold East Union Cemetery Association liable for any injuries sustained.
10. Children under fifteen (15) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by the proper persons to take care and responsibility for them.
11. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by agents of East Union Cemetery Association under its direction is prohibited within the confines of the cemetery. Solicitation of any kind is strictly prohibited at any time within the cemetery or at its gates without the approval of East Union Cemetery Association.
12. No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by the Cemetery Board.
13. No one shall be allowed on the grounds of the Cemetery after dark, except as authorized by the Cemetery Board.

**Q. Endowment Care**

1. East Union Cemetery Association is under endowment care and does establish, maintain, and operate an Endowment Care Fund as an independent entity and as provided for by the California Health and Safety Code.
2. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of the Endowment Care Fund. This, however, does not provide for any special care. Estimates for any special work will be made by the Cemetery upon application and charges for the work must be paid in advance.
3. All Interment Rights within the Cemetery are sold subject to the payment of the amount posted in the Cemetery

office for care and maintenance. All such care and maintenance shall be performed under the direction of the Cemetery Manager, except when permission is otherwise expressly granted in writing, or by the Cemetery, East Union Cemetery Association, shall be directly responsible for all grading, landscaping, and improvements of any kind in the Cemetery.

4. Care and maintenance provided under the Endowment Care Fund does not include maintenance, repair, or replacement of any memorial under any circumstance; nor, unless the Cemetery otherwise elects to repair or replace buildings, structures, or other property when the damage is caused by vandals, thieves, earthquake, Act of God, common enemy, riots, or by the order of any military or civil authority or acts beyond the control of East Union Cemetery Association.
5. Care and maintenance, whether applied to lots, graves or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the Endowment Care Trust Fund. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery.
6. The income from the Endowment Care Fund shall be expended by East Union Cemetery Association in such a manner as will, in its judgment, be most advantageous to the owners as a whole and in accordance with the purpose and provisions of the laws of the State of California governing the expenditure of such funds.

**R. Memorials and Markers**

1. If any memorial, or any inscription to be placed on same, or any embellishment whatsoever shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves, and shall have, the right to refuse to authorize the placement of such memorial or object.
2. Except as otherwise provided herein, no memorial may be removed from the Cemetery without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s), and East Union Cemetery Association. Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.
3. Should any memorial become unsightly, dilapidated, or a nuisance, the Cemetery will notify the Owner of the memorial property to request repairs. If repairs are not made within a reasonable length of time, the Cemetery shall have the right to enter and to repair the memorial. The cost of any repair shall be paid by the Owner of the Interment Rights.
4. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by

the Cemetery management to be offensive or improper, they shall have the right, and it shall be the duty, to enter upon such lot(s) and remove, change, or correct, at the Owners' exclusive expense, the offensive or improper object or objects.

**S. Vaults, Memorials Foundations, and Installations; Contractor's Agreement**

1. The California Health and Safety Code provides that the Cemetery:
  - a. "May regulate the uniformity, class, and kind of all markers, monuments, and other structures within the Cemetery and its subdivisions."
  - b. "May prohibit the erection of monuments, markers, or other structures in or upon any portion of the cemetery. "
2. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, vaults, and foundations which are placed in the Cemetery.
3. No vault, memorial or foundation shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the particular interment space, the decedent's next-of-kin, or their respective authorized representative(s), and East Union Cemetery Association.
4. Prior to the performance of any work by an outside contractor, the Cemetery expressly reserves the right to approve of any independent contractor and to require the contractor to comply with "Terms of Agreement with Independent Contractor" as set forth by East Union Cemetery Association regarding outside contractors.
5. All vaults, memorials, and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any vault, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault, memorial foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect.
6. Upright monuments, markers and memorials shall have rods inserted to reinforce all vertical elements, especially connections to the foundation.
7. All foundations for memorials, markers, mausoleums, tombs, etc., shall be installed by a licensed monument company or under the auspices of EUCA. Foundations for all monuments shall be professionally designed, shall not

interfere with any irrigation or other EUCA facilities or other Interment spaces, and shall be finished two inches below the grade at the top. Applications for installation of a foundation shall be signed by the owner, giving their name, address, and the number of the deed.

8. The Cemetery reserves and shall have the right to correct any error that may be in the location of an interment space or placing of a vault, memorial, foundation, or other embellishment within the Cemetery.
9. The Cemetery has established procedural installation requirements for the installation of vaults, memorials and foundations, and all installations performed within the Cemetery must fully comply with these requirements.
10. There shall be submitted to the Cemetery for approval a blueprint, sketch, or other adequate description of each vault, memorial or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any vault, memorial, or foundation within the Cemetery. If a vault, memorial, or foundation is a standardized production of the same type, style, and material, it shall be necessary only to submit the required information once for approval.
11. In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work or any section or Interment space or any portion thereof in the Cemetery, which has been damaged by the elements, malicious mischief-makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, East Union Cemetery Association shall give a ten (10) day written notice of the necessity for such repair to the Interment space owner of record at his or her address stated on the books of East Union Cemetery Association. In the event the plot owner fails to repair the damage within a reasonable time, as predetermined by EUCA, East Union Cemetery Association may direct that the repairs be made and charge the expense against the Interment space and to the Interment space owner of record.
12. The Cemetery Manager or his agent shall schedule, upon reasonable notice, all installations, considering weather and ground conditions, cemetery burial services, availability of volunteers, and other relevant factors.
13. In the Cemetery's West Section, old north/south aisles, and Center Section Rows B through J, all markers, monuments, and memorials shall be flat – flush with the ground.
14. Depending on the difficulty of equipment access around the particular site, the buyer may be offered the option of installing a flat marker/monument in the Upright Monument area, at savings specified in the Cemetery's

approved Rates & Charges. Availability will be determined on a case-by-case basis.

**T. Definition of Terms**

1. **Burial Park** – Means a tract of land for the burial of human remains in the ground, used, or intended to be used, and dedicated, for cemetery purposes.
2. **Columbarium** – A structure, room or other space in a building containing niches for inurnment of cremated human remains in a place used, or intended to be used, and dedicated, for cemetery purposes. A Columbarium may be either a part of a mausoleum or may be freestanding.
3. **Committal Service** – The ritual or ceremony in which human remains are committed to their final resting place.
4. **Cremation** – Means the reduction of the body of a deceased person to cremated remains in a crematory and the placement of the cremated remains in a grave, vault or niche as provided in Section 7117 of the California Health and Safety Code.
5. **Entombment** – The placement of human remains in a crypt or vault.
6. **Interment** – The disposition of human remains or cremated remains by inurnment, entombment, or burial in a cemetery.
7. **Lot, Plot, Interment Plot, Interment Space** – Means space in a cemetery, used, or intended to be used for the interment of human remains. Such terms include and apply to one or more than one adjoining graves, crypts, or niches.
8. **Memorial Tablet** – Refers to the nameplate marking the final resting place in ground interment, entombment, or niche inurnment.
9. **Niche** – A space in the columbarium used or intended to be used, for inurnment of cremated remains.
10. **Permit for Disposition of Human Remains** – Includes “Burial Permit” and is a permit, issued pursuant to law, for the interment, disinterment, removal, reinterment, or transportation of human remains.
11. **Urn** – A vessel suitable for accepting and preserving cremated human remains.
12. **Vault** – A burial chamber suitable for accepting a casket.

**U. East Union Cemetery Association Pre-Need and Advanced Planning Program**

1. East Union Cemetery Association offers a Pre-Need Program, which permits individuals to talk to the Cemetery Manager or Board Member in order to plan ahead and avoid complications in making your final arrangements.

2. This relieves the family, or the one charged with making sensitive decisions, from making them in times of emotional distress and uncertainty which often accompany the loss of a loved one.
3. A Pre-Need Program assures that matters are taken care of according to one’s desires. One reserves a site now while space is available, and purchases property and services at today’s prices and within the range one wants to pay, even though the site will not be used for years to come.
4. With over 145 years of experience, East Union Cemetery Association offers a program whereby one can visit the Cemetery, get answers, discuss, and examine various options concerning interment, make selections of memorial property.
5. Pre-Need Planning is one’s greatest assurance of peace of mind, both now and in the future. There is great satisfaction in having matters settled in advance.

**V. Record of Pre-Need Contract**

1. A permanent record shall be kept on hand at East Union Cemetery Association’s Cemetery Office and shall include a description of services to be delivered at the time of need.

**\*\* END OF RULES & REGULATIONS \*\***