**Emma Jarnagin Cemetery**

**Rules & Regulations**

**4/6/22**

**INTRODUCTION**

1. **FOR THE MUTUAL PROTECTION OF EVERY PURCHASER OF INTERMENT RIGHTS**, these rules and regulations are hereby adopted as the rules and regulations of Emma Jarnagin Cemetery. All owners of interment rights and visitors to the Cemetery shall be subject to these rules and regulations and subject to any amendments as shall be adopted by Emma Jarnagin Cemetery from time to time. Reference to these rules and regulations in Certificate of Ownership of Interment Rights shall have the same force and effect as if set forth in full therein and are binding as if set forth in full therein.
2. **PURPOSE** - Emma Jarnagin Cemetery has set forth these Rules and Regulations for the proper conduct of business of the Cemetery and the protection and safeguarding of the premises and principles, plan and ideals on which the Cemetery was organized. The Rules and Regulations shall be plainly printed and maintained subject to inspection in the office of Emma Jarnagin Cemetery or in such a place or places within the Cemetery as prescribed by the Board of Directors. The Directors may prescribe penalties for the violation of any rule or regulation, which penalties may be enforceable by Emma Jarnagin Cemetery by civil action.
3. **STATEMENT OF SALES AGENTS** - The Certificate of Ownership and these Rules and Regulations and any amendments hereto shall be the sole agreement between Emma Jarnagin Cemetery and the owner of any Interment Rights. The statements of any sales agent shall in no way bind Emma Jarnagin Cemetery.
4. **ENFORCEABILITY OF RULES** - Emma Jarnagin Cemetery may make, adopt, and enforce the rules and regulations for the use, care, control, management, restriction, and protection of its Cemetery properties and all parts and subdivisions thereof. The Rules and Regulations shall govern Emma Jarnagin Cemetery at 855 South Fairmont Avenue Morristown, Tn.
5. **EXCEPTIONS AND MODIFICATIONS** - Special cases may arise in which the literal enforcement of a rule or regulation may impose unnecessary hardship. Emma Jarnagin Cemetery, therefore, reserves the right without notice, in its sole and complete discretion, to make exceptions, suspensions or modifications in any of these Rules and Regulations when the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule or regulation.
6. **AMENDMENTS** - Emma Jarnagin Cemetery hereby expressly reserves the right at any time or times to adopt new rules and regulations or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence set forth in these Rules and Regulations, all of which amendments, alterations, repeals, or new rules and regulations shall be binding on the owners of Interment Rights. Nothing contained in these rules shall vest any rights in a third party including without limitation the right of enforcement.

**SECTION I**

**DEFINITIONS**

1. **“BURIAL SPACE”** - means one space in the Cemetery used, or intended to be used, for the Interment of human remains and applies to one Grave, one Crypt or one Niche.
2. **“CEMETERY”** - means the burial park, for earth interments; the community mausoleum, for crypt interments; and Columbarium, for cinerary interments.
3. **“CERTIFICATE OF OWNERSHIP"** - shall be issued to each owner upon full payment of the purchase price of an Interment Right. Interment Right is subject to all applicable laws and governmental regulations, the Articles of Incorporation and other documents establishing the Cemetery, and all Rules and Regulations adopted by the Cemetery now in force or amended or adopted hereafter.
4. **“COMPANY”** - means Emma Jarnagin Cemetery and/or any of its subsidiaries or affiliates.
5. **“CONTRACTOR”** - means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the grounds of Emma Jarnagin Cemetery, other than an employee of Emma Jarnagin Cemetery.
6. **“CREMATION”** - means the act of reducing human remains to bone fragments by means of fire.
7. **“ENTOMBMENT”** - means the placement of human remains in a crypt.
8. **“GRAVE”** - means a space of ground in a burial park used, or intended to be used, for burial.
9. **“INTERMENT”** - means the disposition of human remains by burial, Entombment, or Inurnment.
10. **“INTERMENT RIGHT”** - means a license or easement right to inter the remains of a deceased person in a specific Burial Space in the Cemetery subject to the limitations referenced herein.
11. **“INURNMENT”** - means placing cremated remains in a niche.
12. **“HEIR OR HEIRS”** - shall mean those persons determined to be the persons of the closest degree of relationship by the laws of intestacy of the State of Tennessee.
13. **“LAWN CRYPT”** - means pre-placed chambers, constructed of re-enforced concrete and installed in quantity, either side by side or multiple depth, underlain with gravel and tile and covered by earth and sod, each crypt being an integral part of a given garden.
14. **“LOT”** - means two or more Burial Spaces in the Cemetery used, or intended to be used, for the Interment of human remains. The term includes and applies to one or more than one adjoining Grave, or one or more than one adjoining crypt, or one or more than one adjoining niche.
15. **“MAUSOLEUM and GARDEN CRYPT”** - means a space in a mausoleum of sufficient size used, or intended to be used to entomb uncremated human remains.
16. **“MEMORIAL”** - means (a) a grave marker consisting of a bronze plate on a granite base; or (b) a name plate or inspection identifying a crypt or niche.
17. **“NICHE”** - means a space in a Columbarium used, or intended to be used, for Inurnment of cremated remains.
18. **“PERPETUAL CARE TRUST”** - shall mean the endowment fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
19. **“REMOVAL”** - means any disinterment, disentombment or disinurnment of human remains from any Burial Space, Grave, Crypt or Niche.
20. **“OUTER BURIAL CONTAINER (VAULT)”** - means a metal, concrete reinforced with steel or other rigid outer burial container other than wood which acts as an outer receptacle for the casket or remains.
21. **“SUITABLE CONTAINER”** - means a container which encloses the remains for proper sanitary handling.
22. **“SUPERINTENDENT”** - shall be deemed to include any general officer of the Company who may, in absence of the Superintendent, be acting for him or her. The Superintendent is empowered to enforce all rules and regulations and to exclude from the property any person violating same. The Superintendent has charge of the grounds and buildings at all times and has the power to enforce all rules and regulations.

**SECTION II**

**GENERAL SUPERVISION OF THE CEMETERY**

1. **ADMISSION TO CEMETERY** - Emma Jarnagin Cemetery is a private corporation which serves a public service in conducting funerals and burials. Therefore, Emma Jarnagin Cemetery reserves the right in order to protect its interest and the rights of its owners of Interment Rights to refuse admission to anyone 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 interest of the Cemetery and its owners of Interment Rights.
2. **CEMETERY MANAGEMENT IN CHARGE OF FUNERAL** - Emma Jarnagin Cemetery reserves the right on all funerals conducted on its premises to have one or more attendants present who may enforce such rules and regulations in the conduct of such funeral to protect the best interests of the Cemetery and its owners of Interment Rights. Emma Jarnagin Cemetery shall not be responsible for the acts or omissions of any funeral home or its agents or personnel.
3. **CASKETS NOT TO BE DISTURBED** - Once a casket containing a body is within the confines of the Cemetery, Emma Jarnagin Cemetery reserves the right to refuse permission for the funeral director, or his/her embalmer, assistant, employee or agent to open the casket or to disturb the body without consent of the immediate family, legal representative of the deceased or pursuant to a court order.
4. **ROADWAYS AND REPLATTING** -Emma Jarnagin Cemetery expressly reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of or remove or regrade roads, drives and walks, or any part thereof. The right to lay, maintain and operate, or alter or change pipe lines and gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Cemetery property not sold to individual owners. Emma Jarnagin Cemetery may use property in the Cemetery on which Interment Rights have not been sold to construct, maintain, and enlarge or expand any structure or building for use as a Mausoleum (either enclosed or garden type), funeral home, office, maintenance building, garage, storage, or for any other purpose deemed necessary or desirable for the performance of the business of Emma Jarnagin Cemetery or for the use, benefit, and enjoyment of the owners of Interment Rights and visitors. Emma Jarnagin Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over all Burial Spaces and Lots for the purpose of passage to and from other Burial Spaces and Lots. No easement or Interment Right will be granted to any person in any road, drive, alley, or walk within the Cemetery but such road, drive, alley, or walk may be used as a means of access to the Cemetery or buildings as long as Emma Jarnagin Cemetery devotes it to that purpose.

**SECTION III**

**BURIALS IN THE CEMETERY**

1. **SUBJECT TO LAWS** - Besides being subject to these Rules and Regulations, all Interments, Entombments, Inurnments and any and all removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state in which the Cemetery is located, and to any applicable federal law of the United States of America.
2. **TIME AND CHARGES** - All Interments, Entombments, Inurnments or any and all Removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the Cemetery management.
3. **HOLIDAYS** - No Interments, Entombments, Inurnments or Removals are permitted on the following holidays: New Year’s Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day; and such other day as Emma Jarnagin Cemetery, in its sole discretion deems advisable.
4. **NOTICE REQUIRED** - Emma Jarnagin Cemetery reserves and shall have the right to insist upon at least twenty-four hours notice prior to any Interment, Entombment or Inurnment, and to at least two weeks notice prior to any disinterment, disentombment, disinurnment or removal.
5. **APPLICATION FOR INTERMENT** -Emma Jarnagin Cemetery reserves and shall have the right to refuse Interment in any Burial Space, and to refuse to open any Burial Space for any purpose except on written application duly filed in the offices of Emma Jarnagin Cemetery by the owners of record of the Interment Rights to such space(s) or their authorized power of attorney. Emma Jarnagin Cemetery reserves the right, subject to it Rules and Regulations, to make an Interment of the immediate family of any one of several owners upon such owner’s written authorization and waiver of such owner’s right to Interment in the Burial Space to be so used. Emma Jarnagin Cemetery reserves the right to refuse Interment of any person without the written consent of all those owners of Interment Rights in the Lot who are recorded as such on the books of Emma Jarnagin Cemetery. A licensed Funeral Director must be present for any burial, entombment, inurnment or any other remains being brought in the cemetery for a service or their final resting place.
6. **LOCATION OF INTERMENT SPACE** - When instructions regarding the location of a Burial Space in a Lot cannot be obtained, or are indefinite, or when for any reason the Burial Space cannot be opened where specified, the Superintendent may, at his discretion, open it in such location in the Lot as he deems best and proper, so as not to delay the funeral; and the Company shall not be liable in damages for any such action.
7. **ORDERS GIVEN BY TELEPHONE OR FACSIMILE** - The Company shall not be held responsible for any order given by telephone or by facsimile, or for any mistake occurring from the lack of precise and proper instructions as to the particular space and location in a Lot where Interment is desired.
8. **ERRORS MAY BE CORRECTED** - Emma Jarnagin Cemetery reserves and shall have the right to correct any errors that may be made by it in making any Interments, Entombments, Inurnments, or Removals, or in the description, transfer or conveyance of any Burial Space or Lot, either by canceling such conveyance and substituting and conveying in lieu thereof other Burial Space of equal value and similar location as far as possible, or as may be selected by Emma Jarnagin Cemetery, or in the sole discretion of the Company, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the Interment of the remains of any person in such Burial Space or Lot, Emma Jarnagin Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other Burial Space of equal value and similar location as may be substituted and conveyed in lieu thereof. Emma Jarnagin Cemetery, shall also have the right to correct any errors made in placing an improper description, including an incorrect name or date on a memorial, or on a container for cremated remains. The lot owner(s), their heir, successor or assignee, hereby waive any and all claims arising out of simple negligence by Emma Jarnagin Cemetery, its agents and its employees.
9. **DELAYS IN INTERMENTS CAUSED BY PROTEST** -Emma Jarnagin Cemetery shall be in no way 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; and further Emma Jarnagin Cemetery reserves the right under such circumstances to place the body in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements until the rights of all parties concerned have been determined and such protest resolved. Emma Jarnagin Cemetery shall be under no duty to recognize any protests of Interments unless they are in writing and filed in the offices of Emma Jarnagin Cemetery. Emma Jarnagin Cemetery shall have no obligation to take any action as to such protest until it has received authorization and indemnity from all interested parties or has received a final order of a Court of record resolving such protest.
10. **NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR** - No Interment, Entombment or Inurnment shall be permitted or Memorial placed in or on any property on which payments are past due except by special consent of Emma Jarnagin Cemetery. In each and every case where such consent is given, all Interments, Entombments, Inurnments, or Memorials placed in or on such property shall be considered as temporary and a promissory note shall not be considered as payment, and no rights shall be acquired by the purchaser of said Interments Right or Interment Rights until such Rights are fully paid for in cash, including principal and interest. In the event the purchasers of said Interment Rights shall fail to make all payments within thirty days after the same are demanded by Emma Jarnagin Cemetery, the Company may re-assume and take possession of all ownership rights and hold same as its former estate. Emma Jarnagin Cemetery shall be released from all obligations and may retain any payments as may have been made toward the purchase of such Interment Rights as liquidated damages. Emma Jarnagin Cemetery reserves the right and shall have the right immediately or any time thereafter without notice, at its discretion, to remove the remains and inter the same in a single Grave or Crypt to be chosen by Emma Jarnagin Cemetery. The Company also shall have the right to remove any Memorial that may have been placed on the Burial Space or Lot.
11. **INTERMENT OF MORE THAN ONE BODY** - Not more than one body, or the remains of more than one body, shall be interred in one Grave, Crypt or Niche, unless such Grave, Crypt or Niche has been purchased with the written agreement for more than one body, except by prior written consent of Emma Jarnagin Cemetery.
12. **CASKET** - All remains interred shall be in a casket or alternative container, conforming to the standards as prescribed by the Cemetery.
13. **INTERMENT IN CHURCH OR LODGE LOT** - When a Burial Space or Lot is owned by a church, lodge or other society, Interment Rights shall be designated by an authorized representative of said organization.
14. **TEMPORARY ONLY** - Emma Jarnagin Cemetery may set aside a section of Crypts to be used for temporary Entombments during construction of new Crypts. If death of a Crypt Owner occurs prior to completion of a new location, the temporary Crypt may be used for the temporary Entombment of the remains. Under no circumstances shall remains be considered interred or buried by reason of being placed in a temporary Crypt, unless otherwise agreed upon by the responsible parties and Emma Jarnagin Cemetery at the time of Entombment. Any additional cost for the temporary location will be charged to the responsible parties if such responsible parties elect to entomb the remains in the temporary location on a permanent basis.
15. **TEMPORARY RENTAL OF CRYPTS** - Remains may also be temporarily entombed awaiting transfer to another Cemetery for a monthly rental fee upon approval by the Company. A deposit, the amount to be set by the Company, shall be required at the time of placing the remains in the temporary Crypt. This deposit shall be sufficient to provide for fees for the opening and closing and not less than two months rental. Upon failure to make suitable arrangements for the final disposition of the remains within a reasonable time period, or upon failure to pay the monthly rental charge, Emma Jarnagin Cemetery at its discretion may remove the remains, and cremate or inter the same in a location selected by the Company. Such removal shall occur after having given seven (7) days written notice either in person or by certified letter deposited in the United States mail, postage paid, addressed to the person making the arrangements for disposition of the remains, at the address stated on the books of Emma Jarnagin Cemetery.
16. **MAY INTER BODY POORLY PRESERVED** -Emma Jarnagin Cemetery reserves the right without notice to remove from its Crypt at once and inter any remains not in a good state of preservation, or when the condition of the body renders its immediate Interment necessary; or the Company may in its discretion permit an embalmer to do necessary preservation work when such work appears appropriate and necessary.
17. **WORK TO BE DONE BY COMPANY** - To the extent required and permitted by applicable law, all openings and closings of Burial Spaces, and all Interments, Entombments, Inurnments, or Removals shall be made only by Emma Jarnagin Cemetery All grading, landscaping work and improvements of any kind and all care of the Burial Spaces, including mowing and trimming, will be done by Emma Jarnagin Cemetery. All trees, shrubs and vegetation of any kind shall be planted, trimmed, cut or removed as necessary by Emma Jarnagin Cemetery.No owners of Interment Rights, or any member of such owner’s family by virtue of ownership of Interment Rights, or any other person shall have the right to do any grading, landscaping work or improvements of any kind to the Burial Spaces. No failure of the Company to object on any one occasion to any such activity shall be deemed to constitute a waiver of the Company’s sole right to grading, landscaping work or improvements to the Burial Spaces.
18. **NOT RESPONSIBLE FOR CONFIRMATION OF IDENTITY OR EMBALMING** - Emma Jarnagin Cemetery shall not be liable for the Interment permit nor the identity of the person sought to be interred, nor shall Emma Jarnagin Cemetery be liable in any way for the embalming of the body.
19. **OTHER EQUIPMENT MUST BE USED** - Tents, artificial grass, lowering devices and other equipment owned by the Company shall be used exclusively in making Interments, Entombments, Inurnments, disinterments, disentombments, disinurnments, or removals unless otherwise authorized by Emma Jarnagin Cemetery.

**SECTION IV**

**OUTER BURIAL CONTAINERS (VAULTS)**

1. **OUTER BURIAL CONTAINER MUST BE USED FOR INTERMENT** - All ground Interments made within the Cemetery shall require a vault approved by Emma Jarnagin Cemetery, which vault shall be constructed of a material resistant to decomposition and capable of sustaining a static load of at least 4,000 pounds per square foot and 40,000 pounds gross load. Emma Jarnagin Cemetery may require certification that a particular vault is in compliance with these specifications.

**SECTION V**

**REMOVALS BY FAMILY REQUEST**

1. **STATE LAW REGARDING REMOVALS** -Emma Jarnagin Cemetery will not permit any Removal not authorized by state law. Tennessee law authorizes Removal from a Burial Space for only three reasons:
   1. to move an entire Cemetery or part of a Cemetery or make needed corrections;
   2. to reunite a family;
   3. to autopsy a body.
   4. For any one of these three reasons the local registrar or State Registrar may issue a permit upon receipt of an affidavit from the next-of-kin and the person in charge of the disinterment. If the disinterment is for any other reason, the permit will be issued only upon receipt of a court order directing the Removal. There must be a state licensed Funeral Director present before the outer burial container can be removed from the ground, this cost is to be borne to the party responsible for payment of the removal.
2. **REMOVAL FOR PROFIT PROHIBITED** - Removal, by the heirs, of a body or cremated remains so the Interment Rights may be sold for profit to themselves, or Removal contrary to the expressed or implied wish of the original owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.
3. **CARE IN REMOVAL** - Emma Jarnagin Cemetery will not remove a body or cremated remains at the family’s request except as authorized by state law. Emma Jarnagin Cemetery shall exercise the utmost care in making a Removal, but it shall assume no liability for damage to a deceased body, any casket, outer burial container, urn, or Memorial in making the Removal; nor shall it be liable to any party for any damages of any nature whatsoever by reason of such Removal.

**SECTION VI**

**VAULTS AND MEMORIALS, INSCRIPTIONS AND INSTALLATION**

1. **RIGHT TO REGULATE** - In order that the improvements and appearance of the Cemetery be kept uniform, Emma Jarnagin Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all Memorials and Vaults which are placed in the Cemetery.
2. **SPECIFICATIONS** - The Specifications for vaults and memorials prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request. All vaults and memorials 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 or memorial may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault or memorial, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect.
3. **PURCHASE AND APPROVAL OF MEMORIALS** - Once an Interment has been completed the spouse or child(ren), or if there is no spouse or children, the parents or other heirs of the deceased, may purchase and authorize placement of a Memorial.
4. **REMOVAL OF A MEMORIAL** - Once a Memorial has been placed it cannot be removed except to correct, repair, refinish the original Memorial or to replace such Memorial with a single or companion Memorial (if applicable). Replacement of the Memorial must be authorized by the original purchaser of the Memorial and approved by Emma Jarnagin Cemetery.
5. **BRONZE AND GRANITE MEMORIAL STANDARD SPECIFICATION** - The following standard specifications are directed to the notice of manufacturers of bronze and granite Memorials intended for placement in the Cemetery. All markers are subject to the approval of Emma Jarnagin Cemetery prior to placement; and acceptance or rejection shall be based upon the specifications contained herein.
6. **SIZE AND DIMENSIONS** - All Memorials are to be of the size as prescribed by Emma Jarnagin Cemetery throughout the Cemetery and, specifically, the surface area of any bronze must be at least 55% of the surface area of the granite. Upright granite monuments : The width of a base of any upright monument cannot exceed 18 inches in width. The base of a single upright monument can be no longer than 36 inches in length, minimum of 8 inches tall and 48 inches tall total base plus die. The base of a companion monument designed for two interment spaces side-by-side can be no longer than 72 inches in length, minimum 8 inches tall and 48 inches tall total base plus die. Granite and bronze footstones have a minimum size of 24 inches by 12 inches, no more than 28 x 18 is allowed.
7. **DESIGNS** - Standard designs are on display in the Cemetery office. Any designs other than standard designs are subject to approval by Emma Jarnagin Cemetery before placement. Any Memorial coming from an outside vendor must have the manufacturer’s name submitted to Emma Jarnagin Cemetery along with a copy of the invoice and other details such as exact size, design, etc. to be recorded on the deceased’s records.
8. **CRAFTSMANSHIP - GENERAL REQUIREMENTS** - All ornaments, letters, and background shall be clean and sharp and all edges true and accurate. Ornaments and letters must be hand-chased, tooled and burnished appropriately for a Memorial tablet. Matching of approved color and texture shall be done by oxidizing and application of clear lacquer or whatever means necessary. Lettering shall be carefully spaced and accurately set in line, both vertically and horizontally, and must be of uniform height and width. Names and dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearance.
9. **MEMORIALS ACCEPTABLE** – Upright monuments, upright stones, enclosures, solid bronze plates on granite and flat granite shall be allowed in the Cemetery. Solid bronze plates on granite and flat granite must be set level with the ground. To the extent permitted by applicable law, Emma Jarnagin Cemetery will install all Memorials, inscriptions, etc. The foundations of all Memorial inscriptions, etc. shall be of granite in color, size, and thickness prescribed by Emma Jarnagin Cemetery. Any and all items affixed to a memorial must be made of granite, bronze. Flat memorials may have vases, however the vases must be integrated into the memorial as a design feature, held in place as an assembly with a locking mechanism. Vases may not be attached to a flat memorial only by an adhesive.
10. **MEMORIAL INSTALLATION** - All Cemetery charges and fees for Interment Rights, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery. The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of a vault, memorial, foundation, or other embellishment within the Cemetery.
11. **INSTALLATION REQUIREMENTS** - 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. The Cemetery’s specifications and installation requirements are on file and available in the office of the Cemetery. The Cemetery requires that all memorials to be installed be accompanied by the manufacturer’s “Acknowledgment”. The Cemetery reserves the right to refuse any “drop shipped” merchandise unless notified prior to delivery and all applicable fees are paid at the time of delivery. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed according to the Cemetery’s specifications and installation requirements.
12. **INSTALLATION FEE** – An installation fee shall be paid to the Cemetery, in advance, for the installation of any memorial placed in the Cemetery in accordance with the fee schedule posted in the office of the Cemetery.
13. **UNAUTHORIZED INSTALLATION** - In the event a vault, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other proper persons as provided herein, the Cemetery reserves and shall have the right to enter upon the interment space and remove any unauthorized vault, memorial or other object.
14. **NUMBER OF MEMORIALS** - Double depth burial may have a companion double depth Memorial or a companion Memorial for side by side Interments. If there is room on the companion Memorial, a third name may be allowed upon the approval of the Company. A separate vase unit is not allowed.
15. **CONTRACTORS INSURANCE REQUIREMENT** - Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available in the Office of the Cemetery. Contractor(s) shall also obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following:
    1. Workers’ Compensation Insurance;
    2. Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least $500,000 for each occurrence of bodily injury or property damage;
    3. Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least $1,000,000 for each occurrence of bodily injury or property damage;
    4. Cemetery Compliance Bond guaranteeing that work performed by contractor is in accordance with the Cemetery’s Rules and Regulations in the amount of at least $1,000.

Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond.

The Cemetery may waive any and all of the foregoing insurance and bonding requirements upon satisfactory proof to the Cemetery of contractor’s financial responsibility.

1. **INSPECTION OF CONTRACTORS** - The Cemetery reserves and shall have the right to inspect the completed installation performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery’s specifications and installation requirements. If the Cemetery determines that the installation was not properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery and shall be prohibited from performing any further work in the Cemetery. The Cemetery shall not be responsible for any defect in material or defects in workmanship, errors or omissions for vaults, memorials or foundations purchased from third parties or installed by contractors.
2. **REMOVAL OF MEMORIALS FOR NON-PAYMENT** - Emma Jarnagin Cemetery reserves the right to remove and store any Memorial on which a balance is owed for a period of ninety days. No notice shall be required to the owner of the Interment Rights, and a charge for re-installation will be imposed. Such charges will be in accordance with installation charges in effect at the time of re-installation.
3. **URNS, ETC. SUBJECT TO APPROVAL** - All fittings, adornments, urns and inscriptions of Crypts or Niches shall be subject to the approval and control of Emma Jarnagin Cemetery.

**SECTION VII**

**FLOWER POLICY AND DECORATING OF LOTS**

1. **FLORAL REGULATIONS** - No flower receptacles may be placed on any Burial Space unless of approved size and design. Emma Jarnagin Cemetery shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery as soon as, in the judgment of Emma Jarnagin Cemetery, they become unsightly, dangerous, detrimental, or diseased or when they do not conform to the standards maintained. Emma Jarnagin Cemetery shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the Cemetery. Emma Jarnagin Cemetery shall not be liable for lost, stolen or broken flower vases. Emma Jarnagin Cemetery is not responsible for frozen plants or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. Emma Jarnagin Cemetery reserves the right to regulate the method of decorating Burial Spaces so that a uniform beauty may be maintained. Emma Jarnagin Cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants and herbage of any kind.
2. **SPECIAL OCCASIONS** - On special occasions such as Easter, Mother’s Day, Father’s Day, Memorial Day, Veterans’ Day, and Christmas, potted plants, easels and seasonal arrangements may be placed on the Graves. Except in regard to Christmas arrangements, these seasonal arrangements will be allowed one week before and removed one week after such special day. Christmas easels and arrangements will be permitted from November 20 through January 30, and will be removed after that date.
3. **ARTIFICIAL FLOWERS** - Artificial flowers in approved vases are permitted year round. Live or dried flowers and foliage in approved vases are welcomed and encouraged anytime of the year. When, in the opinion of Emma Jarnagin Cemetery, any artificial flowers, whether properly placed in approved vases or not, become faded, dirty, or in any way unsightly, these arrangements will be removed.
4. **FLAG REGULATIONS** - An official flag of the United States of America is permitted to be placed on a Burial Space one week before and one week after Memorial Day, Flag Day, Independence Day and Veterans’ Day. No such flag shall exceed 8”X12” not be mounted on a stick that exceeds 24”.
5. **BURIAL SERVICE FLOWERS** - Flowers placed at the time of burial will be removed from the Burial Space, Mausoleum Crypt or Columbarium by the cemetery personnel three to five (3-5) days following the service.
6. **CREMATION NICHE FLOWERS** - No arrangements or decorations will be allowed, except those placed at the time of inurnment and then limited to four (4) days.
7. **ORNAMENTS PROHIBITED IN MAUSOLEUM AND COLUMBARIUM** - No photographs, wreaths, souvenirs, flags, or any object or unapproved emblems may be placed on the mausoleum or Columbarium.
8. **CERTAIN ORNAMENTS PROHIBITED** - The placing of balloons, glass or ceramic containers, pumpkins, toys, sculptures, and other such ornaments is prohibited. Only approved items listed above will be allowed on any Burial Space or within the Mausoleum, Garden Crypts or Columbarium.

**SECTION VIII**

**CONDUCT OF PERSONS WITHIN THE CEMETERY AND GENERAL RULES**

1. **MANAGEMENT TO ENFORCE RULES** - Management is hereby empowered to enforce all Rules and Regulations, and to exclude from the property of the Cemetery any person violating the same. An official of the Company shall have charge of the grounds and buildings, and at all times shall have the right of supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, owners of Interment Rights and visitors.
2. **IMPROPRIETIES** - It is of the utmost importance that there should be strict observance of all the proprieties of the Cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and management shall have the power to prevent improper assemblages.
3. **MANAGEMENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS** - No alterations to individual property in the Cemetery will be allowed. If alterations are made, Emma Jarnagin Cemetery has the right to change said alterations at the expense of the owner of Interment Rights.
4. **COMPANY MAY CHARGE FOR UNUSUAL REPAIRS NECESSITATED BY ACT OF GOD, ETC.** - In the event it should become necessary to repair or reconstruct any marble, granite, bronze or concrete work on any Burial Space, section, Lot, Crypt or Niche, or any portion or portions thereof in the Cemetery, Mausoleum or Columbarium, which has been damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, Emma Jarnagin Cemetery shall give reasonable notice of the need for such repairs to the owner(s) of the Interment Rights by certified letter deposited in the United States mail addressed to the owner of record at his/her address stated on the books of the Company. In the event the owner fails to repair the damage within a reasonable time, the Company may direct the repairs be made and charge the expense against the owner.
5. **MUST USE WALKS** - Persons within the Cemetery grounds shall use only the avenues, walks, alleys, and roads and shall not walk on grass, except if that is the only way to reach his/her Burial Space or Lot.
6. **TRESPASSERS ON CEMETERY LOTS** - Only the owner(s) on Interment Rights and his/her/their relatives shall be permitted on the Cemetery Burial Spaces and Lots. Any other person thereon shall be considered as a trespasser and the Company shall owe no duty to said trespasser to keep the property, or the Memorial thereon, in a reasonably safe condition.
7. **CHILDREN** - Children shall not be permitted within the Cemetery, or its buildings, unless accompanied by an adult who will be responsible for their conduct. Children are not permitted to play on the Burial Spaces or Lots or lawn.
8. **GATHERING FLOWERS, ETC.** - All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds or other animal life.
9. **REFRESHMENTS** - No person shall be permitted to have refreshments or picnics within the Cemetery except where authorized by an Officer of Emma Jarnagin Cemetery.
10. **LOUNGING ON GROUNDS** - Uninvited guests shall not be permitted to sit or lounge on any of the grounds, Graves or Monuments in the Cemetery, or in any of the buildings.
11. **BICYCLES, MOTORCYCLES AND OVER-SIZED TRUCKS** - Bicycles, motorcycles and trucks with more than 2 axels shall not be admitted to the Cemetery, except such as may be in attendance at funerals or on business.
12. **LOUD TALKING** - Loud talking shall not be permitted on the Cemetery grounds within hearing distance of funeral services.
13. **JOGGING** - Jogging is only permitted in the Cemetery before 9:00 a.m. and after 4:30 p.m. Modest proper attire is required.
14. **SMOKING** - Expectorating or smoking within any of the buildings is prohibited.
15. **RUBBISH** - The throwing of rubbish on the drives and paths, or any part of the grounds, or in the buildings, is prohibited.
16. **AUTOMOBILES** - Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour. Automobiles are not allowed to park or come to a full stop in front of an open Grave unless such automobiles are in attendance at the funeral.
17. **PEDDLING OR SOLICITING** - Peddling of flowers or plants or soliciting the sale of any commodity is positively prohibited within the Cemetery grounds or buildings, unless authorized by an officer of Emma Jarnagin Cemetery
18. **FIREARMS** - Firearms shall not be permitted within the Cemetery except on special permit from an officer of Emma Jarnagin Cemetery.
19. **PETS** - Pets shall not be allowed on the Cemetery grounds or in any of the buildings, except service animals accompanying their masters.
20. **NOTICES AND ADVERTISING** - No signs or notices or advertisements of any kind shall be allowed in the Cemetery unless placed by the Company.
21. **GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES** - No person, while employed by Emma Jarnagin Cemetery shall receive any fee, gratuity or commission, except from the Company, either directly or indirectly, under penalty of immediate dismissal.
22. **USE OF GUARDS AND NON-RESPONSIBILITY** - Emma Jarnagin Cemetery shall have the right to maintain guards if in its discretion it deems it necessary but is under no legal obligation to do so.

Whether or not guards are used, the Company distinctly disclaims all responsibility for loss or damages from causes beyond its reasonable control, and especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

**SECTION IX**

**CARE AND MAINTENANCE**

1. **CARE AND MAINTENANCE** - The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care and Maintenance Trust Fund Agreement. 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. 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 by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery. The Cemetery, or its employees, shall be directly responsible for all grading, landscaping and improvement of any kind in the Cemetery. All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel.
2. **CARE AND MAINTENANCE TRUST FUNDS** - The purchase price of all Interment Rights sold and to be sold in the Cemetery, is subject to an additional charge to be deposited in the Care and Maintenance Trust Fund, which amounts are held in trust and invested in accordance with the laws of the state in which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Care and Maintenance Trust Fund for interment spaces, the Cemetery grounds will be maintained in keeping with a well preserved Cemetery, including cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as of a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.

Care and maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.

Care and maintenance, whether applied to lots, graves, mausoleums or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the Care and Maintenance Trust Fund anything herein stated to the contrary notwithstanding. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure the proper care and maintenance of the Cemetery is maintained.

The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery 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 governing the expenditure of such funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment counsel to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, and permitted by law, a portion of the income for attorneys’ fees and other costs necessary to the preservation of the legal rights of the Cemetery.

**SECTION X**

**MAUSOLEUM REGULATIONS**

1. **EMBALMING** - No entombment shall be made in any above ground crypt unless the remains of the decease to be entombed therein have been embalmed.
2. **DECORATIONS** - Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or free-standing easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited.
3. **CRYPT PLATES** - Only lettering or crypt plaques of bronze material may be used on any crypt or niche and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.
4. **CASKET** - All remains entombed in mausoleums shall be in a casket or alternative container, conforming to the standards as prescribed by the Cemetery.

**SECTION XI**

**INTERMENT RIGHTS AND OWNERSHIP PRIVILEGES**

1. **COMPLIANCE WITH LAW** - In setting forth these Rules and Regulations regarding Interment Rights and Ownership Privileges, Emma Jarnagin Cemetery is complying with a good faith interpretation of the law established in the State of Tennessee regarding Interment Rights and use of the Cemetery property. In the event of any dispute as to the application of any of the Rules and Regulations set forth herein this Section XI, relief should be sought as between the parties in dispute claiming rights in the property. If there is a dispute known to Emma Jarnagin Cemetery between parties claiming rights in Cemetery property, before Emma Jarnagin Cemetery will inter remains in said property, Emma Jarnagin Cemetery reserves the right to require a final court order or other appropriate document finally resolving the dispute between the adverse parties claiming rights in the Cemetery property.
2. **INDIVIDUAL OWNERSHIP OF RIGHT OF INTERMENT** - All Interment Rights in all Burial Spaces comprising a Lot or Lots conveyed to an individual are the sole and separate rights of the person to whom those rights are conveyed. Documents evidencing the Interment Rights will be issued to the owner/purchaser. The owner of the Interment Rights has the right to transfer those ownership rights and to designate the right of Interment in the Lot or Lots in which he/she owns Interment Rights only as provided herein.
3. **TRANSFER OF INTERMENT RIGHTS** - The record owner of Interment Rights in a Burial Space(s) or Lot(s) may transfer those Interment Rights by specific bequest in his/her Last Will and Testament or in a written document of transfer in the form required by Emma Jarnagin Cemetery (and subject to such transfer charges as required by the Cemetery) filed and recorded in the office of Emma Jarnagin Cemetery. The record owners of Interment Rights may be validly transferred in his/her Last Will and Testament only by specific reference to the Interment Rights to be so transferred; a general devise in a residuary clause in the Will does not transfer the Interment Rights. If the record owner makes a valid transfer of his/her Interment Rights by specific bequest in his/her Last Will and Testament or in a valid written document of transfer, such instruments shall transfer the rights of the owner in the Burial Space(s) or Lot(s). If the record owner does not make a valid transfer of his/her Interment Rights by specific bequest in his/her Last Will and Testament or in a written document of transfer, ownership of those Interment Rights transfers upon death of the owner as follows: (1) if the record owner (or a member or a relative of a member of the family of the record owner) is interred or is deceased and is to be interred in any Burial Space in the Lot, the Lot shall be held as a family plot; (2) if the record owner (or a member or a relative of a member of the family of the record owner) is not interred and is deceased but is not to be interred in any Burial Space in the Lot, the Interment Rights in such Lot shall pass to the owner’s heirs at law, as provided by the laws regarding the devolution of intestate property in the State of Tennessee.
4. **FAMILY PLOT HELD INALIENABLE** - Whenever an interment of the remains of the record owner (or the remains of a member or of a relative of the family of the record owner) is made or such person is deceased and interment is to be made in a Burial Space in a Lot transferred by Certificate of Ownership to an individual owner who has died without making a valid disposition of his/her Interment Rights in the Lot, whether in such owner’s Last Will and Testament by specific reference or by a valid written document of transfer in the form required herein filed and recorded in the office of Emma Jarnagin Cemetery, the Interment Rights in the Lot thereby become inalienable and the Lot shall be held as the family plot of the owner.

In a family plot, one grave, niche, or crypt may be used for the owner’s interment, one for the owner’s surviving spouse, if any, who has an Interment Right next to the owner, the remaining graves, niches, or crypts, if any, may be used for Interment of the descendants and parents of the deceased owner in order of death; and thereafter any remaining graves, niches, or crypts, if any, may be used for Interment in the order of death of the heirs at law of the owner as provided by the laws regarding devolution of intestate property in the State of Tennessee. The spouse, descendants and parents of the owner as specified above may be interred as set forth above without the consent of any person claiming any interest in the Lot. A surviving spouse of a deceased descendant who is interred in a Burial Space in the family plot may be buried in a double depth space with that deceased descendant when the Burial Space is located in a double depth lawn crypt section without requiring the consent of any other person claiming an interest in the Lot. If all then living descendants waive their Interment Rights to such Burial Space as provided below, a spouse of a descendant who predeceases that descendant may be buried in a double depth space to be double depth with a Burial Space for that descendant when the Burial Space is located in a double depth lawn crypt section.

If no spouse or descendent or parent survives the record owner of Interment Rights in the Lot, the Interment Rights transfer in order of death to the heirs at law of the owner as provided by the laws regarding devolution of intestate property in the State of Tennessee.

If the record owner is not survived by heirs at law, the Interment Rights in the family plot terminate.

1. **WAIVER OF INTERMENT RIGHTS** - Any surviving spouse, descendent, parent or heir who has an Interment Right in the family plot may waive such Right in favor of any other person who has an Interment Right in the family plot. A person’s Interment Right in the family plot is terminated upon that person’s Interment elsewhere.

Any surviving spouse, descendant, parent or heir who has an Interment Right in a family plot may waive such Right in favor of any third party; provided, however, that no waiver shall be effective against any other person who has an Interment Right in said plot unless all then living spouse, descendants, parents and heirs who have Interment Rights in said plot execute a waiver to such Rights. Emma Jarnagin Cemetery will not recognize Interment Rights in any third party unless there is filled in the offices of Emma Jarnagin Cemetery a waiver by all then living spouse, descendants, parents and heirs who have Interment Rights in said plot. A waiver by the living spouse, descendants, parents and heirs shall constitute and be enforceable and shall be binding as a waiver on behalf of themselves and on behalf of any and all persons whatsoever claiming any right through such spouse, descendant, parent or heir, whether that person is then in existence or not.

Any and all waivers of Interment Rights to be valid and effective (i) must be in writing on forms provided by Emma Jarnagin Cemetery meeting all formalities of execution required by Emma Jarnagin Cemetery, (ii) must be signed by the person making such waiver, (iii) must be acknowledged as received by Emma Jarnagin Cemetery by execution on the waiver by an officer of Emma Jarnagin Cemetery, and (iv) must be duly filed and recorded in the offices of Emma Jarnagin Cemetery; provided, however, proof of interment of the remains elsewhere of a person who otherwise has an Interment Right in said plot shall constitute a valid waiver. In order to give effect to such waivers, Emma Jarnagin Cemetery reserves the right to require a sworn Affidavit to Establish Heirs as proof of all then living spouse, descendants, and heirs.

1. **JOINT OWNERSHIP OF INTERMENT RIGHTS** - When Interment Rights have been conveyed in two or more names, each joint owner has an Interment Right in the Lot. The term AND/OR shall refer to joint ownership with RIGHTS OF SURVIVORSHIP. Any right of Interment of a joint owner is terminated only upon proof that such joint owner is buried elsewhere. Upon death of a joint owner, all rights in such Lot pass to the survivor joint owner or owners. Thus, a surviving spouse of a deceased joint owner does not solely by virtue of joint ownership have an Interment Right next to the deceased joint owner; however, the surviving spouse may request double depth burial with the deceased joint owner to allow for Interment of the spouse at a later date in double depth with the deceased joint owner when the Burial Space is located in a double depth lawn crypt section of the Cemetery. After the death of the last to die of the joint owners, then any Interment Rights to said Burial Space or Lot will pass to the spouse, descendants, duly designated beneficiaries, or heirs at law of the last to die of the joint owners as provided herein for the transfer of Interment Rights.
2. **DIVORCE OF JOINT OWNERS** - If joint owners divorce, the divorce decree must state how the Interment Rights to a Burial Space or Lot are to be divided by specific reference in the decree to the Interment Rights owned by the joint owners. If the divorce decree makes no reference to the Interment Rights owned by the parties, in the event of the death of one of the joint owners, the deceased owner has the right to be interred in a Burial Space in the Lot without the consent of any other person claiming an interest in the Burial Space or Lot. Any remaining Interment Rights shall pass to the surviving joint owner of record.
3. **ADVANCE OF DEATH AUTHORIZATION** - An owner of record may execute an Advance of Death Authorization providing for Interment of another person(s) in the space(s) to which the owner has Interment Rights. This document shall be on a form provided by the Company, must be signed, must be witnessed by two disinterested witnesses, and must be filed in the offices ofEmma Jarnagin Cemetery. Only the owner may rescind the authorization. The person(s) for whom the authorization was executed may waive his/her/their rights thereunder as provided in these Rules and Regulations. If the person(s) for whom the authorization was executed waives his/her/their rights, then the space reverts to the owner. The person(s) for whom the authorization was executed may not assign his/her/their Interment Rights to another person.

If the Interment Rights are owned jointly, then all living joint owners must execute any Advance of Death Authorization. The execution by all living joint owners shall be binding on all persons. Upon the death of an owner who has executed a valid Advance of Death Authorization, such Advance of Death Authorization transfers the Interment Rights of the owner to said owner’s designee, thereof, and only the designee of such authorization may waive his/her rights thereunder; provided, however, proof of burial elsewhere of the designee acts as a waiver of all rights transferred under any Advance of Death Authorization.

1. **“CERTIFICATE OF OWNERSHIP”** - A Certificate of Ownership will be issued upon receipt of payment in full of the purchase agreement for the Burial space(s) or Lot(s). This Certificate of Ownership may be transferred to as a deed, but does not transfer property, only the right of Interment within a specified Burial Space or Lot. The Certificate will include all names of joint owners and the exact location of the Burial Space(s) or Lot(s). Any service/merchandise purchased is not shown on the Certificate of Ownership.

It shall be the duty of the owner to notify the Company of any change in his/her mailing address. Notice sent to an owner at the last address on file in the Company’s office shall be considered sufficient and proper legal notification. If a Certificate of Ownership is returned to the Company’s office due to an incorrect address, the Company will put the document in the permanent record file of the owner.

Should the original Certificate be lost, stolen or destroyed, a duplicate can be issued to the owner upon notification by the owner(s) to the Cemetery business office and payment of any applicable fee required for the issue of a duplicate Certificate.

1. **INDEBTEDNESS** – Emma Jarnagin Cemetery may refuse any transfer, trade or assignment of Interment Rights by any party as long as there is any indebtedness due the Company from the owner of record or from any person responsible for indebtedness due the Company attributable to said Rights.

**- END -**