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***Prairie View Cemetery***  
***Columbarium Rules and Regulations***  
*September 8, 2014*

**Article 1. Definitions**

The following definitions apply:

*Cemetery* – Prairie View Cemetery, 4061 Prairie View Road, Chippewa Falls, Wisconsin 54729

*Columbarium* – The cemetery structure which will contain niches inurnning the ashes of deceased persons.

*Board of Trustees* – Nine members that govern the Prairie View Cemetery Association.

*Grantee* – The owner of a niche reservation.

*Niche Purchase* – The instrument whereby a person is granted the right of inurnment of decedent's ashes within a niche in the Columbarium. The niche purchase does not constitute the sale of property, but provides the right to an inurnment space. All ownership of the land and the Columbarium remain with the cemetery.

**Article 2. General**

The following Rules and Regulations are designed to protect the interests of both the Grantee and the Cemetery. Adherence to these Rules and Regulations will preserve the desirability and beauty of the Columbarium. These Rules and Regulations may be amended by the Cemetery Board of Trustees as it deems necessary. Fee structuring will make allowances for the continued operational quality provided by the Cemetery.

Interested parties may review current Cemetery Rules and Regulations by appointment during regular Cemetery business hours. These Rules and Regulations will remain in the Cemetery office.

The Grantee recognizes that amendments to these Rules and Regulations, conditions or restrictions may be deemed necessary by the Cemetery for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

**Article 3. Authorization of Inurnment**

Authorization of inurnment in the Columbarium is subject to the following conditions:

**Applicability:** The Grantee agrees to all the Rules and Regulations, restrictions and conditions set forth by the Cemetery, including any amendments that may be made. The Grantee further agrees to bind its heirs, successors, administrators, executors and assigns to these same Rules and Regulations which are enforceable by the Cemetery and its successors.

**Use of property:** Only human cremated remains will be placed in the Columbarium. Other use of a niche or the Columbarium is strictly prohibited. A niche must be paid in full before any inurnment can occur. There will be no exceptions to this rule.

#### **Article 4. Conditions of Inurnment**

Inurnment is subject to the following conditions:

**Inurnment within niche space:** Inurnment of cremated remains of a single person is only permitted in single niches (12" x 12" x 12"). Cremated remains of two persons is only permitted in companion or double niches (12" x 12" x 24"). Inurnment arrangements must be made by the Grantee or the Grantee's family. This can be done through a funeral home or by contacting the Cemetery directly. Any funeral home costs are the responsibility of the Grantee or the Grantee's family. An opening / closing fee will be assessed at the time of opening at the current rate. Forty-eight (48) hours notice of all inurnments exclusive of Sundays and Holidays is required.

**Approved materials:** The Grantee agrees to the use of an urn made of rigid nonporous material.

**Certificate required:** No inurnment will be made without one of the following: Death or Cremation Certificate or Report for Final Disposition. Document must be presented prior to or at time of inurnment.

**Identification of Cremains:** The Cemetery, its employees or agents shall not be responsible or liable for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Cemetery acts in good faith that the cremains are those of the person on record.

**Control of the Cemetery:** All improvements of any kind on or surrounding areas designated for cremated remains including but not limited to, opening and sealing niches, installation and / or removal of memorializations, inurnments or disinurnments, or Columbarium work shall be under the strict control of the Cemetery.

**Disturbance of Cremains:** The niche intended for the sheltering of the Grantee's cremains was the expressed wish of the Grantee. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a Court Order from a Court having authority to demand such a change.

**Reference to Rules and Regulations:** Every niche purchase and / or agreement entered into between the Cemetery and Grantee will reference the Rules and Regulations, conditions and restrictions covered herein, and bind the parties to these requirements.

**Decorations / Flowers:** Flowers, plants, pictures, letters, flags and other memorabilia and materials are prohibited from being attached to the Columbarium or placed on the concrete apron or surrounding area as memorializations. One flower arrangement or wreath will be allowed next to the Columbarium, near the niche, on the day of inurnment. It will be removed within 10 days by either the Cemetery or the family. No planting of flowers, bushes, trees, etc. are allowed around the Columbarium.

#### **Article 5. Sale of a Niche**

The following provisions pertain to the sale of Cemetery Columbarium niches:

**Niche Purchase Fee:** The fee for a niche is presented in the Prairie View Columbarium Fee Schedule. After the initial purchase of a niche, the Board of Trustees has the right to adjust the inurnment and disinurnment fees as it deems necessary.

**Non-Transferrable:** A Niche Purchase is not transferrable.

**Choice of Location:** The choice of location will be granted on a first come basis. No promises are made to the Grantee relating to any future sites or locations that may or may not be developed.

#### **Article 6. Responsibilities of the Cemetery**

The following are the responsibilities of the Cemetery for the operation and maintenance of the columbarium.

**Limitation of Responsibilities:** The Cemetery will maintain the Columbarium in good condition, take all reasonable precautions against defacement or defilement of the niches and the Columbarium, and shall preserve all pertinent records. The Cemetery will not assume any liability for causes beyond its control including, but not limited to acts of God, vandalism, theft, or accidents.

**Engraving of Niche Door:** The purchase of a niche from the Cemetery includes the cost of engraving. To maintain the columbarium in a uniform manner, only one font pattern is allowed for engraving on all niche doors. When niche is purchased, the Grantee will select one of the engraving layouts provided by the Cemetery. Engraving will occur as soon as possible after the sale.

### **Article 7. Miscellaneous**

The Cemetery expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Cemetery, its employees, representatives or agents make no claim that the Cemetery provides mortuary services.