

## ***Summit Cemetery District***

# **Rules and Regulations**

These Rules and Regulations are consistent with the provisions of the California Health and Safety Code pertaining to tax supported Public Cemetery Districts.

1. Sale of grave burial rights is limited to residents and taxpayers within the Cemetery District boundaries and members of their families, and family members of a decedent who is buried in the District Cemetery. Burial Rights in cemetery lots may be purchased from an authorized representative of the Board of Trustees at a business office of the Cemetery District. The terms of sale are cash or contract sales. Upon such payments in full, a Certificate of Burial Rights will be issued and mailed to the purchaser executed and signed by two members of the Board of Trustees.  
Each grave will be registered at the time of sale in the name of an individual qualified and entitled to burial within the District. Sale of grave burial rights to or for a qualified Eligible Nonresident(family member) shall be subject to a non-resident fee. The non-resident fee may be waived for a non-resident who had previously purchased an interment right as a resident of the Cemetery District.  
Burial Rights Certificates may be returned to the Cemetery District and the purchase price will be refunded or 40% of the current price, whichever is greater, less the amount collected towards the **Endowment Care Fund**. No lots of any part thereof, shall be transferred without the consent of the Cemetery district. A fee will be charged for all lot transfers and grave returns.
2. No interment shall be made until all charges for lots, services, and the endowment care fund deposit have been paid in full.
3. An approved vault, concrete liner, or metal receptacle shall be used for all interments. The remains or cremains of the deceased shall be brought to the cemetery in a closed casket, urn or other approved container.
4. Dual (lower and upper) interments may be made in one grave.
5. Disinterments: The Cemetery district, and the Manager's discretions, will handle full burial disinterments or require requesting party to hire outside contractor. If outside contractor is required, Cemetery District will open the grave to the liner or vault. Contractor will be responsible for removal of liner or vault and remains. Opening and closing charges will apply. Contractor shall provide proof of workers compensation and liability insurance prior to any work performed.
6. Cremains, limited to two in number, may be interred in an adult grave where regular burial has or will be made, with the permission of the grave owner, or their heirs. However, any cremains burial to be made in an occupied grave which is not supported by the Endowment Care Fund shall before interment, be subject to the prevailing endowment charge at the time of use.
7. No lot or grave shall be defined by an architectural object or by any marker unless approved by the General Manager or other person authorized by the Board.
  - a. Memorial markers must be made of solid granite or U.S. standard bronze. Approved flat markers are limited to **size** 12"x 24" for adult graves, and size 8"x16" on the graves for children. All markers must be preset in concrete to afford a 3" concrete border on all four sides, with the exception of a polished bevel marker size 16"x28". Markers **with** vases are accepted. Upright markers are limited to designated graves.
  - b. The Cemetery District cannot be held liable to damages to markers with special engraving, pictographs, bust photos and porcelain or non-durable inserts.
  - c. As headstones are the property of the purchaser, all parties understand that at no time shall they hold the Cemetery District responsible for any damage which may occur following the installation of said marker on a grave. All repairs or replacement must be done at the purchaser's expense.

8. No marker, plant, tree, or other ornament or device shall be permitted on cemetery lots, excepting approved markers and/or approved flower containers or vases placed flush with the surface of the ground. Approved flower containers shall be limited to two. No labor of any type may be performed on cemetery property except by employees of the Cemetery District. The use of artificial flowers is not permitted. Flowers and floral pieces will be removed by cemetery personnel after a reasonable length of time. This will be determined by the Manager with respect to weather conditions and appearance of floral pieces, as well as maintenance needs.
9. No person shall burn any combustible material within cemetery grounds.
10. Only service dogs on a leash allowed. No dogs, pets or animals will be permitted on the grounds.
11. No alcoholic beverages, marijuana or any drugs allowed.
12. Barbecues, picnics, food and all items and activities associated with barbecues and picnics are not allowed on cemetery grounds.
13. Canopies and tents, unless provided by the district are prohibited.
14. Orders to open graves must be received during business hours of the preceding business day.
15. Final committal services shall not begin before 8:00a.m., or end later than 3:00p.m., Monday through Thursday. Friday and the day before a holiday, final committal services shall not begin before 8:00a.m., or end later than 2:30p.m. Requests for Saturday services will be approved only if cemetery personnel are available for day requested. Saturday services must begin no later than 10:00a.m., and end no later than 11:00a.m.
16. Oversized dual interment receptacles shall be limited to #7 liners only. In the interest of safety, locations of the gravesites for oversized interments will be at the Manager's discretion.
17. The Summit Cemetery District reserves the inherent right to enter upon any lot to make improvements and repairs as they may judge to be necessary.
18. Viewing the lowering of the casket and closing the grave is not allowed due to legal regulations.
19. Prevailing endowment fees will be charged on all unused graves regardless of when sold, past purchasers may pay the endowment fee at any time prior to use of the grave site. New purchasers will pay the fee at the time of purchase.
20. Pre-need contracts shall be limited to 24 months and require a ten percent down payment. All contracts will be charged a service fee of 3% of the total amount of the contract. Two or more contracts can not run concurrently. Pre-need contracts in default of more than 6 months will be cancelled, and all payments forfeited upon action by the District Board of Trustees.
21. The District, its Board, all individual members of said Board, the Manager and all personnel of the District shall not be responsible for injury or damage suffered by any person, in their use of cemetery grounds. Any persons visiting the cemetery shall do so at her own risk.
22. The policies and regulations announced herein may be amended as needed by the Board of Trustees.
23. Questions regarding these policies and regulations will be answered by the Manager.

ADDENDUM: Only one (1) marker will be allowed on each grave at San Gorgonio Memorial Park. Up to two (2) markers may be allowed at the discretion of the Manager, at Mt. View and Sunnyslope Cemeteries. Second markers must be the same size as the first marker and be placed directly below the first marker.