

GREATER VANCOUVER ORTHODOX CEMETERY
RIGHT OF INTERMENT

Place of interment license no. 72611
 Right Transfer No.

Agreement and order made _____, 2018 between Operator and Interment Right Holder set out below.

Cemetery: **Heritage Gardens Surrey Cemetery Ltd., 19082 16 Avenue, Surrey BC V3Z 9V2 ph: 604 227 2208**
 Operator: Heritage Gardens Surrey Cemetery Ltd., place of interment license no. 72611

ELIGIBILITY:

1. All Rights of Interment in the GVOC are purchased through the cemetery operator, HGSC Ltd.
2. No person may purchase a Right of Interment outside of a GVOC Signup Day without the written permission of the GVOC Operating Committee.

The right of interment is granted in accordance with *Cremation, Interment and Funeral Services Act* (CIFSA) and its regulations, the *Business Practices and Consumer Protection Act* ("BPCPA") and its regulations, and the Operator's Bylaw no. 1 (the "Bylaw"), a full copy of which are available upon request.

1. INTERMENT RIGHT HOLDER/PURCHASER

Name: _____
 Address: _____
 City: _____ Postal Code: _____
 Phone: _____
 Email: _____

Section: 11 Greater Vancouver Orthodox Cemetery
 Type of Lot: Full Burial Lot Location: _____

2. RIGHT of INTERMENT FEE & TAXES

Fee: Right of Interment - VOC (includes 25% care fund contribution \$_____) \$_____
 GST: \$_____
TOTAL \$_____

3. DESIGNATE INTERMENT RIGHT HOLDER (IF NOT PURCHASER)

Name: _____
 Address: _____
 City/Province: _____ Postal Code: _____
 Phone: _____
 Email: _____

4. ADDITIONAL INTERMENT INFORMATION (PLOTS):

The Interment Right Holder may authorize the Human Remains or Cremated Remains of additional persons [**Family Members**] to be interred in a Plot, by naming such persons below or naming a class of the Family Members (defined in the Bylaw):

INTERMENT RIGHT HOLDER

Print Name: _____

Interment Right Holder acknowledges and agrees to conditions 5-13 on this document.

Initial _____

Per: Heritage Gardens Surrey Cemetery Ltd.

Print: _____

Terms and Conditions

5. Entitlement.

This Agreement, upon payment of Lot Fees and taxes, entitles the Interment Right Holder to have the human remains or cremated remains of each designated person interred in the Cemetery. This Right of Interment does not vest the Interment Right Holder any title or interest in the land or in a particular burial plot. The Right of Interment is subject to the Bylaw and the rules and regulations of the Operator in effect at the date of this Agreement and as they may be amended from time to time hereafter. Payment in full is due upon signing of Agreement. The fee set forth above is in payment of the Right of Interment only, and does not include fees for preparation and placement of remains, cemetery products, or other charges. Please see the attached fee schedule. **THIS IS A CONTRACT TO WHICH BPCPA APPLIES.**

6. Rights of Refund and Surrender

The Operator will provide the Interment Right Holder a copy of this Agreement within 15 days of execution by both parties. The Interment Right Holder may cancel this Agreement, and receive a full refund, by giving notice of cancellation on or before the date that is 15 days following receipt of this Agreement. The Interment Right Holder need not provide a reason for cancellation.

Following such 15th day, the Operator may, at its discretion, accept the surrender of a Right of Interment in exchange for a refund of the original Fees paid, less the contribution to the Care Fund, provided:

- (a) the Interment Right Holder provides written notice to the Cemetery of intention to surrender the Right; and
- (b) the Interment Right Holder pays the administration fee in respect of the transfer, together with any fees associated with the removal of any Memorial or adornments on the surrendered Lot.

7. Plot Capacity & Subsequent Interments

The Operator will permit the Interment of up to two caskets and up to eight cremated remains (which maximum applies even if there are no caskets interred in a plot), on any plot. The Operator will permit the interment of human remains or cremated remains of designates at the direction of the Interment Right Holder (or their Control Person in the event the Right Holder is deceased), in accordance with item 4 of this Agreement, and at the direction of the person with the right to control the disposition of the human remains or cremated remains under CIFSA (“Control Person”). The Operator will be entitled to rely on the direction of the Interment Right Holder or their Control Person in respect of carrying out subsequent interments into the Plot, and will not be required to seek the consent of the Control Person of all deceased whose human remains or cremated remains are interred in a given plot.

8. Restrictions on Transfer

An Interment Right Holder may only designate one Lot for the Right Holder’s own Interment. Following execution of this Agreement, an Interment Right Holder may add or remove family members, or change the description of a class of family members, listed under item 4 on page 1 of this Agreement under the caption “Additional Interment Information (Plots)”, on payment of an administration fee.

For all other transfers, including assigning the Right of Interment to another individual within the Orthodox community, or a change to or from the designation of the Lot for Interment Right Holder’s own interment (see item 3 on page 1 of this Agreement under the caption “Designate for Interment in Lot (if not Interment Right Holder)”, the request must be made in writing and the applicable transfer fee paid.

9. Construction of Structure

An Interment Right Holder who wishes to construct a family mausoleum or columbarium on contiguous vacant and unreserved Lots for the exclusive use of the Interment Right Holder and their Designate(s) must apply to the Operator for a contract. Both design and construction are subject to the Operator and GVOC Operating Committee approval.

10. Exclusive Section for GVOC

The Cemetery has, by agreement with the Vancouver Orthodox Cemetery Operating Committee, reserved this section of the Cemetery to be used exclusively for the Interment and/or Inurnment of their members. No person may purchase a Right of Interment in the reserved section without the written acknowledgement of the GVOC Operating Committee.

11. Reclamation

In accordance with s. 25 of the CIFSA Regulation, upon approval of the director, Business Practices and Consumer Protection Authority of British Columbia, a Right of Interment may be reclaimed by the Operator where the Lot has not been used, but only if:

- (a) the Interment Right Holder would be at least 90 years of age;
- (b) a period of at least 50 years has elapsed from the date of Right of Interment purchase;
- (c) a minimum 90 days has passed since the Operator sent notice to the last known address of the Interment Holder setting out its intention to reclaim the Right of Interment and the Operator has not received a response; and
- (d) the Operator has made diligent attempts to contact the Interment Right Holder but has not been able to locate or contact the Interment Right Holder.

12. Entire Agreement

This Agreement contains all representations, terms and promises between the parties and may not be varied by any oral statement of either party. The purchaser acknowledges that they have received and understand the HGSC Ltd. Cemetery Bylaws.

13. Enurement

This Agreement will continue to benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.