



Right of Interment Contract

[website: www.golden.ca/cemetery e-mail: cemetery@golden.ca]

Pursuant to the *Town of Golden Cemetery Bylaw* No. 1495, 2024, as amended or replaced from time to time (the “*Bylaw*”) and s. 43(1) of the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2

This Contract dated for reference _____

Between:

The TOWN OF GOLDEN, the owner and operator of the Golden Community Cemetery
810 9 Ave South, Box 350, Golden, BC V0A 1H0
phone number: 250-344-2271
facsimile: 250-344-6577

(the “Town”)

And:

_____ the purchaser of this Interment Right, on their own behalf
or as agent for the Interment Right Holder listed below.

(the “Purchaser”)

For good and valuable consideration now paid by the Purchaser to the Town (the receipt and sufficiency of which is hereby acknowledged), the Purchaser and the Town agree as follows:

PERSON TO BE INTERRED (the “Interment Right Holder”)

Full Legal Name: _____

Preferred Name: _____

Maiden name / previous last name(s) (if applicable): _____

Residential Address: _____

Birth Date: _____ Place of Birth: _____

Fill out this section if the interment right holder is deceased: Not Deceased

Date of Death: _____ Place of Death: _____

Physician or Coroner: _____ Age at Death: _____

Please refer to *Town of Golden Cemetery Bylaw 1495, 2024* available on the Town of Golden Website for further information. This collection of personal information is authorized under Section 26(c) of the ***Freedom of Information and Protection of Privacy Act (FIPPA)***. This information will be used for processing this application. Questions can be directed to: Privacy Officer, Town of Golden, Box 350, 810 9th Ave N, Golden, BC V0A 1H0, 250-344-2271, records@golden.ca

Section: _____
Lot: _____



Funeral Home: _____ FH Contact: _____

Date of Interment: _____ Interment time: _____ Type of Interment: _____

Memorial Service Details (if applicable): _____

Did a communicable disease, as defined in the *Health Act Communicable Diseases Regulation* under the *Public Health Act*, cause the death? Yes No

PLOT INFORMATION (the "Plot"):

GRAVE PLOT: Section: _____ Lot: _____ Subdivision (If Appl): _____

Other info: _____

FEES: *See Town of Golden Bylaw 1495, 2024 for updated Fee Schedule effective November 5, 2024.

Plot(s) ____@_____	\$ _____	Other (List below)	\$ _____
Interment/Disinterment	\$ _____	_____	
Grave Liner	\$ _____	_____	
Engraving Deposit (Niche)	\$ _____	_____	
Marker Permit	\$ _____	Sub-Total:	\$ _____
Administration Fee	\$ _____	GST	\$ _____
Additional Winter Fee	\$ _____		
After Hours Fee	\$ _____	TOTAL FEES:	\$ _____
<i>Internal use for invoicing purposes:</i>			
Care Fund (25% of Plot fees, 100% of marker fees)	\$ _____	<input type="checkbox"/> Invoice to FH	
Cap. Impr. Fund (75% of Plot fees)	\$ _____		

PURCHASER INFORMATION:

Name: _____

Relation to Deceased: _____

Residential Address: _____

Mailing Address: _____

Phone Number: _____ Email: _____

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Next of Kin Information of Interment Right Holder

[website: www.golden.ca/cemetery e-mail: cemetery@golden.ca]

**This information is very important for future burials in the same Plot*

Name: _____

Relationship: _____

Address: _____

Name: _____

Relationship: _____

Address: _____

Name: _____

Relationship: _____

Address: _____

Name: _____

Relationship: _____

Address: _____

Name: _____

Relationship: _____

Address: _____



Right of Interment Conditions:

1. **Terms and Conditions:** This Right of Interment Contract is subject to all rules, regulations, and requirements of the *Bylaw*, the *Cremation, Interment and Funeral Services Act*, 2004, and the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2.
2. **Interpretation:** All words and phrases used in this Contract shall have the same meanings as defined in the *Bylaw*.
3. **Bylaw Updates:** The Town shall take no responsibility to notify persons regarding the effect of future amendments to the *Bylaw*.
4. **Right of Interment:** This Right of Interment Contract provides the Interment Right Holder with a right to interment in the Plot specified in this Contract on the terms and conditions specified in this Contract (the "Right of Interment") but does not transfer or vest any title or interest in the Plot or any right or interest in the roads, paths, gardens, structures, buildings, or other property in the Golden Community Cemetery (the "Cemetery").
5. **Fees:** It is understood that the fees paid for the Right of Interment are the Plot fees only, and do not include service fees for preparation and placement of remains, Cemetery products, or other charges, and the fees are subject to the *Bylaw*.
6. **Payment and Signing Required for Contract Completion:** This Right of Interment Contract is not deemed final until signed by the Purchaser and the Director of Public Works or designate and payment of fees is received. Payment is due upon signing the Contract.
7. **Cancellation of Right of Interment:** An Interment Right Holder may cancel a Right of Interment and return the reserved Plot to the Town to obtain a full or partial refund as outlined in section 7.8 the *Bylaw* and the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2. Administrative fees will apply, as prescribed in Schedule "A" of the *Bylaw*.
8. **Transfer of Right of Interment:** An Interment Holder may transfer the Right of Interment to another Family Member, as defined in the *Bylaw*, outlined in sections 7.9, 7.10, and 7.11 of the *Bylaw*. Administrative fees will apply, as prescribed in Schedule "A" of the *Bylaw*.
9. **Reclamation of Right of Interment Previously Sold:** Pursuant to s. 25 of the *Cremation, Interment and Funeral Services Regulation*, BC Reg 298/2004, the Town may sell a Right of Interment for a Plot in the Cemetery that has been sold previously if the Town obtains permission from the director under the *Cremation, Interment and Funeral Services Regulation* and only if the following circumstances are met:

(a) the Interment Right Holder is at least 90 years of age or, if living, would be at least 90 years of age,

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- (b) a period of at least 50 years has elapsed from the date the prior Right of Interment was sold,
- (c) at least 90 days have passed since the date the Town sent a notice of the Town's intention to resell the Right of Interment to the last known address of the Interment Right Holder and the Town has not received a response from the Interment Right Holder, and
- (d) the Town has made diligent attempts to contact the Interment Right Holder but is not able to locate or contact the Interment Right Holder.

10. **Replacement of Right of Interment:** If a Right of Interment for a Plot is sold, and the Right of Interment is subsequently required for use by the original holder of the Right of Interment, the Town must provide another Right of Interment of equal or greater value that is acceptable to the original holder of the Right of Interment or the person who has authority under s. 5 of the *Cremation, Interment, and Funeral Services Act*, 2004, with respect to the deceased holder of the Right of Interment.

11. **Personal Information:** The Purchaser, by signing this Contract, acknowledges that the Town, in the course of providing this Right of Interment Contract, is required by law, or as it deems necessary, to collect, retain, and disclose such personal information regarding the Purchaser or the Interment Right Holder as is necessary to fulfill the terms and conditions of this Contract.

12. **Access and Memorial Information:** The Purchaser hereby gives permission to the Town to provide interment or memorial locations to Cemetery visitors and waives any responsibility or liability of the Town to control, limit, restrict, or prevent access to or disclosure of personal information that may be recorded on any Memorial installed for display in the Cemetery

By signing this Contract, the Purchaser acknowledges and agrees to comply with all rules and regulations of the Town of Golden Cemetery Management Bylaw and the conditions of this Contract.

X _____
Signature of Purchaser or
Legal Representative of the Right Holder

X _____
TOWN OF GOLDEN, by its authorized signatory
Signature of Director of Public Works or Designate

Printed Name of Signatory

Printed Name of Signatory

Date

Date