

Wetmore Community Cemetery Rules and Regulations

See **Terms of Purchase** on back and sign (Legal Revision- 8/20/2020)

The Purchaser/Owner below shall be liable and/or responsible for the following: (Plot # _____)

- The deceased must be of **Christian faith**;
- The deceased must **be embalmed or cremated** for burial to take place. Please advise Funeral Chapel/ Mortuary handling loved one to provide to WCCI representative with Report of Death;
- **Provide WCCI with a copy of the Report of Death.**
- A **concrete (casket / urn) liner** must be emplaced by authorized burial company at the time of burial;
- **One permanent vase per gravesite**, unless family or double plot if headstone designed with two (2) permanent vases.
- No glass or metal containers, PVC or planters (includes vases, bottles etc.);
- **Visitation is from DAWN to DUSK.** Any violation will be prosecuted per State and Local criminal and civil law. Offenders and family of violators may be prohibited/ banned from access and will lose all burial rights, access and privileges.
- No "double stacking" of caskets or urns. Plots are sold to place a single decedent.
- Currently, nothing may be added to gravesites. This includes benches, borders, trees, plants and or statues, lights, garland, wind socks or chimes, fans, bells, toys, money etc. Any unauthorized articles will be removed immediately. Any items left at gravesite damaging grounds equipment used to maintain area, ie. lawn maintenance shall be billed/ charged to the undersigned.
- Pets may not be interred or left at cemetery.
- There is no water or electric on site.
- We are not a perpetual care Cemetery. We ask **you assist in removal floral arrangements** when they become faded or approximately 10-14 days after a holiday season/ event is over.
- WCCI will not be held liable for any damage or theft to include headstones or other articles left at gravesites. Please read & distribute WCCI bylaws for all rules and regulations to friends and family.

Headstone Requirements and associated Legal Agreement:

Purchaser of this/these plot(s) ensures Headstones will/must:

- **Be in place within one calendar year of burial.***(see, initial and Sign Terms on back page)
- Be purchased from a **USA owned/operated Monument Company** and made of standard quality material. No handmade monuments, idolatry or articles to include headstones like those from Mexico allowed. Any questions as to unauthorized pictures or etchings on headstones or associated idolatry (Pagan, fad or otherwise) should be asked of WCCI staff before you purchase your headstone. It is your responsibility to ensure your monument company understands these requirements. **Unauthorized items or monuments with offensive pictures, language etc. shall be immediately removed at purchaser's expense.**
- The USA owned company you choose must coordinate with WCCI to provide their liability insurance coverage in order to gain access to cemetery or place headstones etc.
- **Any unauthorized business or company found accessing cemetery other than for visitation shall be charged with trespassing IAW Texas Penal Code and forfeit future access to cemetery.** WCCI will decide if purchaser also loses access rights to cemetery. It falls solely upon purchaser to ensure WCCI is involved in monument procurement/ placement process.
- WCCI will mark plot prior to authorizing access and ensure proper alignment and uniformity.
- Your company must use a 4-6" dry concrete base foundation under entirety of headstone regardless of base. No "stop and drops" permitted and criminal charges shall be filed on unauthorized personnel.

Terms of this purchase:

* I, **(Purchaser Name)** _____, agree my failure to place an approved headstone within one year of burial forfeits my membership and nullifies WCCI from responsibility to fulfill their contractual obligation to and not limited to reserving my "purchased - not interred" or "open" burial plots due to my breach of this contract. I further understand any and all previously purchased "open" burial plots under this agreement and any associated purchases by me shall be considered "Null and Void" and NO refunds shall be issued by WCCI on this or previous contracts.

(Purchaser Initials) _____ As I am fiduciarly responsible and legally liable, I hereby promise to pay any and all resulting filing & court costs and/or associated penalties, fines & fees for legal action taken against me by WCCI due to my negligence, whether gross or otherwise. I also understand the WCCI may contract a third party monument company and emplace a stone on my behalf without my consent and I will be solely responsible for all associated fees/collections incurred and I will face associated collection actions.

I further agree to provide the following:

O - "Immediate Burial Deposit" (whether plot is previously purchased without headstone or New Sale)

_____ **(Purchaser Initials)** - if applicable) *I understand due to my loved ones recent passing I offer a show of good faith to WCCI and shall provide an official proof of purchase by a professionally made US owned authorized headstone company to WCCI within 30 days.*

I understand this headstone deposit is in addition to the agreed plot sale and the \$ _____ **(\$600.00)** (per individual burial) shall be in cash or bank check (for amount in this paragraph only) for said headstone deposit **and is 100% refundable to me or my named agent (authorized in writing) contingent only within 30 days from date on receipt #** (_____)

I understand I must provide a WCCI member a physical copy of a **"Paid in Full"** receipt from a US owned monument company (with company letterhead) for verification by WCCI staff with said company prior to WCCI returning deposit. Receipt for returned deposit must be signed for by me or my named agent.

O - "Pre-planned Burials" Purchases with intent on placing headstone

_____ **(Purchaser Initials)** - if applicable) I understand this burial is contingent on the above and shall:

1. Have a headstone purchased and/or placed prior to interment. If stone is not placed or purchased at time of death, I must show good faith to WCCI a headstone will be purchased and placed within one year of burial with the 30-day deposit clause **"Immediate Burial Deposit"** above.
2. If stone is already placed, I must provide WCCI a verifiable proof of purchase showing "Paid in Full" to include instructions for "Date of Death" etching to take place within one year of burial. I UNDERSTAND THIS MUST HAPPEN PRIOR TO BURIAL or there will be no interment.
3. If this plot is for my use, and I have no family I understand I will not be interred without having legal documentation in possession of WCCI (allowing reasonable period of time for legal review if applicable); I further understand this is my responsibility to ensure my named representative has this information and will work diligently on my behalf to provide all proof/deposits etc. before burial can take place.

"I understand that WCCI may from time-to-time change, modify, alter, add, or substitute new policies, rules and/or regulations. Reasonable notification will be provided by WCCI. It is the responsibility of the plot owner(s) and/or heirs to stay current on the rules and regulations of the cemetery." Thank you. WCC Board of Directors



I have received a copy of the Wetmore Community Cemetery by-laws.

WCCI Copy

Purchaser/Owner's Signature _____ Date _____

WCCI Representative Signature _____ Date _____

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