

ERIE CEMETERY ASSOCIATION

RULES AND REGULATIONS

ARTICLE I: GENERAL PROVISIONS

1.1. Regulation of Lots. All lots in Erie Cemetery, Laurel Hill Cemetery, and Wintergreen Gorge Cemetery (collectively referred to as the "Cemeteries") shall be owned and held subject to the laws of the Commonwealth of Pennsylvania, the Charter, Bylaws and these Rules and Regulations of Erie Cemetery Association ("ECA") now in effect and as amended from time to time. Rules most commonly accessed are summarized on the Quick Reference Guide, attached hereto as Exhibit A.

1.2. Enforcement. ECA reserves the right to compel all persons coming into the Cemeteries to obey all Rules and Regulations adopted by ECA. The Rules and Regulations are subject to change by ECA at any time and without notice. Violators of the Rules and Regulations of ECA or trespassers in any of the Cemeteries shall be ejected therefrom and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations shall be refused admittance to any of the Cemeteries.

1.3. Cemetery Hours. The Cemeteries shall be open and may be visited every day of the year within the times set by ECA. The gates shall be opened at such time as specified by a sign at the main entrances. The business offices of the Cemeteries will be open during normal business hours and will be closed Sundays and major holidays. ECA reserves the right to close the cemetery without advance notice whenever weather or other conditions make entrance onto the cemetery grounds inadvisable.

1.4. Grading, Boundaries, Easements. ECA shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity therewith. ECA may level and seed all graves. ECA may enlarge, reduce, replot and change the boundaries or grading of the Cemeteries, or of a section or sections from time to time and may modify, relocate, regrade or eliminate roads, drives and/or walks. ECA reserves easements and rights of way under, through and over cemetery grounds and any and every part thereof for the purpose of laying, maintaining and operating or altering or changing pipe lines, conduits, gutters, and/or drains for water systems, drainage, electric or communication lines, or for any other purpose. ECA reserves the right of perpetual ingress and egress over any and all lots in the Cemeteries for the purpose of passage and repassage to and from other lots and other parts of the Cemeteries.

1.5. Right to Enter. For the purpose of performing work on any lot or other part of the Cemeteries, including, but not limited to, the making of interments, disinterments, excavations for any other purpose, or for repairs or improvement, ECA reserves the right temporarily to enter upon and use adjoining areas, including lots and graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such as quickly as possible.

1.6. Services Exclusively Provided by ECA. Unless otherwise permitted by these Rules and Regulations, all labor and equipment for interments, disinterments, entombments,

inurnments, and cleaning and excavation of monuments, walks and curbs, shall be performed solely by ECA at the expense of the lot owner, who shall pay such expense in advance.

1.7. Permission to Remove Structures or Objects. No monument or other memorial, tree, plant, or other permanent object or embellishment shall be altered or removed from a lot, grave, or crypt except by ECA or with the written permission of ECA.

1.8. Right to Repair. In the event a lot owner fails to replace, repair, reset or reconstruct damage or destruction, within a reasonable time, ECA may at its discretion, but is not obligated to, enter such lot, cause the damage or destruction to be repaired, reset and reconstructed, and charge the owner for such expense.

1.9. Correction of Errors. ECA reserves the right to correct any errors it makes in making interments, disinterments, removals, transfers, or conveyances by substituting and conveying in lieu thereof other interment rights of equal value and similar location, to the extent possible, or as may be selected by ECA, or, in the sole discretion of ECA, by refunding the amount of money paid on account of the purchase. In the event such error shall involve the remains of any person in such property, ECA reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. ECA shall also have the right to correct any errors it makes in placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

1.10. Control of Interments, Disinterments, and Removals. All interments, disinterments, and removals must be made at the time, in the manner, and upon such charges as may be fixed by ECA.

1.11. Charges. Any and all charges of ECA must be prepaid. No interment, disinterment or removal will be permitted and no memorial or embellishment will be placed upon any lot, grave, crypt, or niche against which there is any charge of ECA due and unpaid. Any and all charges for work shall be listed in the business offices of the Cemeteries and shall be final. ECA shall have the right to change any and all of its charges from time to time without notice.

1.12. Limitation of Liability. ECA shall take reasonable precaution to protect owners, and the property rights of owners, within the Cemeteries from loss or damage, but ECA shall not be liable for damage or injury to any person or property in the Cemeteries, except for its own willful misconduct or gross negligence. ECA expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially from damage caused by the elements, Acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief makers, explosions, avoidable accidents, wars, invasions, insurrections, riots, or by orders of any military or civil authority, whether the damage be direct or collateral. Persons entering the grounds of the Cemeteries, or buying property therein, are mere licensees and assume every and all risks. Exclusion of Vehicles. ECA may exclude any or all vehicles from the grounds during inclement weather, during special events, or when work is taking place and it is deemed necessary to protect the safety or privacy of owners or other individuals. ECA may exclude any vehicle which might in any way damage the roads within the Cemeteries. Bicycles, trucks, buses or vehicles of cumbersome description will not be allowed to enter any of the Cemeteries except with special permission by ECA. ECA is not responsible for theft or damage to any such vehicles while in any of the Cemeteries.

ARTICLE II: CONDUCT

1.13. Generally. All persons entering any of the Cemeteries for whatever reason must display proper respect for the deceased and for the sacred burial ground in which they are interred. ECA and the employees of ECA may take such measures as the circumstances warrant in order to assure strict observance of this basic principle.

1.14. Specific Rules. (A) ECA reserves the right to require all persons entering any of the Cemeteries to properly identify themselves and state their purpose for visiting. (B) ECA reserves the right to exclude anyone who is not a lot owner or a relative of a lot owner. (C) Children under the age of sixteen (16) years must be accompanied by an adult. (D) No person shall enter or leave any of the Cemeteries, except by use of the entrances and exits furnished for the use of the public. (E) All persons within any of the Cemeteries shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located. (F) All persons shall wear proper attire in the Cemeteries. (G) Alcohol is not permitted within the Cemetery unless specific permission is granted in advance. (H) Any person found on the grounds after closing hours as posted will be considered a trespasser. (I) Jogging and walking are permitted within the cemetery, provided that guests maintain the cemetery's quiet atmosphere, remain on the paved roads, and respect all other cemetery rules. (J) All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowls, or other animals in any of the Cemeteries. (K) No horseback riding is allowed. (L) Any pets or service animals must be leashed and remain on the paved roads, and under the control of their owners at all times. Persons bringing animals to the cemetery are required to clean up after the animals, and dispose of waste properly. (M) Taking photographs or making films in any of the Cemeteries is permitted, provided that all images are respectful of the owner's property (headstones), and the sanctity of cemetery grounds. No photography or filming of funeral services or military services is permitted by anyone other than family members and their designated agents. Any other filming or photography of funeral or military services is not permitted without prior written authorization from the family of the deceased and ECA. In particular, public media personnel of any type must have permission of the cemetery, and when appropriate, family members in advance of any photography or recording. (N) All activity -- work, walking, jogging, dog walking, tours, school fieldtrips and other non-cemetery-business activity -- must cease during the conducting of funeral services in the immediate vicinity of the grave, crypt, niche or chapel where the services are being held. Anyone encountering an ongoing service should make every effort to move in a different direction so as not to disturb the service. (O) Soliciting work in any of the Cemeteries is prohibited. (P) No signs, notices or advertisement of any kind shall be placed within any of the Cemeteries, unless they are placed by ECA. ECA may remove and destroy any advertising without notice and without liability. (Q) No vehicle shall be driven in any of the Cemeteries at a speed greater than fifteen (15) miles per hour. All vehicles shall be restricted to paved cemetery roads and shall drive and park on the right side. Vehicles are not allowed to turn around on the driveways and roadways, and are not allowed to park or to come to a full stop in front of an open grave unless such vehicles are in attendance at a funeral. No undue noise shall be permitted in operating a vehicle through any of the Cemeteries. (R) Only licensed drivers may operate vehicles within any of the Cemeteries. Driver training is not permitted on

cemetery grounds. (S) Lot owners are not permitted to use a hose for watering graves, plantings, nor any other purpose. (T) No person shall break or injure any tree or shrub, mar any landmark, marker, or memorial, or in any way deface the grounds of any of the Cemeteries. Lot Owners and their descendants, however, do bear the responsibility of maintaining their plantings they have placed within their lots. (U) No person or persons, other than an authorized employee of ECA shall be permitted to bring or carry firearms within any of the Cemeteries except a Military Guard of Honor and then only when under the command of an Officer, during a military service, and with the written approval of ECA. (V) All Scattering Services must be scheduled and conducted through the cemetery office, and will take place after any appropriate fees have been paid. The scattering of cremated remains in any of the Cemeteries is permitted only in specified Scattering Gardens.

ARTICLE III: RIGHTS OF LOT OWNERS

3.1. Nature of Right Purchased. An Interment Right Owner, also called a lot owner, holds an easement right of interment in his or her specific lot. Such right is subject to all applicable statutes and government regulations and the Charter, Bylaws, and these Rules and Regulations of ECA, as may be amended from time to time. A vested right of interment gives its holder a superior right to use the lot for interment purposes only. Lots may only be used for the interment of human remains.

3.2. Certificate of Ownership.

3.2.1. Generally. Upon purchase of a lot, ECA will issue a Certificate of Right of Interment to the lot owner. The individual(s) named in the Certificate of Right of Interment will be presumed to be the owner(s) of this right, unless ECA receives written notice to the contrary. Only one Certificate of Right of Interment will be issued.

3.2.2. Joint Tenancy. The Certificate of Ownership shall be issued to an individual, to husband and wife as tenants by the entirety, or as joint tenants. Upon death of a joint tenant, the title to any lot held in joint tenancy will immediately vest in the surviving joint tenants, subject to the vested right of interment of the remains of the deceased joint tenant.

3.2.3. Representative Owner. When there are multiple owners of rights of interment, the owners may designate one or more persons to represent their interests by filing notice with ECA. In the absence of such designation or a written notice objection at the time of interment, ECA may permit an interment upon the request or direction of any co-owner without liability.

3.3. Familial Rights to Inter.

3.3.1. Right to Inter of Spouse and Child. The non-divorced spouse and children of the lot owner have a vested right of interment in the lot superior to any other person, except the owner, even if they became the non-divorced spouse after the rights were acquired by the lot owner. No transfer or other actions of the lot owner, without the written consent of the non-divorced spouse of the owner, divests the non-divorced spouse of a vested right of interment. A vested right of interment may be released by waiver, terminated by divorce decree (unless

otherwise provided therein), or terminated upon the interment elsewhere of the remains of the person in whom the right was vested. The vested right of interment of a non-divorced spouse or child does not give such person a right to inter where any deceased person with a prior vested right of interment has been interred.

3.3.2. Rights to Inter in Family Burial Estates. The following shall have preference as to use of a lot in a family burial estate, in the following order: (a) one right of interment may be used for the owner's interment; (b) one right of interment may be used by the owner's surviving spouse, if any, who has vested right of interment in it; (c) the children of the deceased owner, in order of death; and (d) if no child survives, the right of interment goes, by order of death, to the non-divorced spouse of any child of the record owner or, if none, to the next heirs at law of the owner or the non-divorced spouse of any heir at law.

3.4. Transfer of Interment Rights.

3.4.1. Generally. Subject to the Charter and Bylaws of ECA, and these Rules and Regulations, as amended from time to time, interment rights are transferrable upon ECA's receipt of written instructions or a certified copy of a will containing specific devises from the deceased owner of record, or by court order. ECA shall, however, restrict interments to the persons designated in the authorization or devise.

3.4.2. Restrictions on Transfers of Family Burial Sites. No transfer of a family burial site will be accepted by ECA after interment of the original owner or owners, except for the interment of family members, or others as designated in writing or by a will by such original owner or owners, or by court order.

3.4.3. Procedure. No transfer shall be valid until accepted in writing by ECA and recorded in the books of ECA. The right being transferred must first be surrendered and then ECA will issue a conveyance to the new owner or owners. ECA may refuse any transfer until the entire purchase price has been paid in full. ECA may charge a reasonable fee for the transfer.

3.5. Exchange of Interment Rights.

3.5.1. Generally. When desired by the owner or owners, ECA will permit the exchange of interment rights for those of equal or lesser value. No compensation shall be paid by ECA for the exchange of interment rights for those of lesser value.

3.5.2. Procedure. The right being exchanged must first be surrendered before any exchange is affected. ECA may refuse any exchange until the entire purchase price has been paid in full. ECA may charge a reasonable fee for an exchange.

3.6. Subdivision of Interment Rights. The subdivision of interment rights is not permitted except upon the written consent of ECA. No person shall be buried in any lot in which the rights have been subdivided, except upon written consent of all parties interested in such lot and of ECA.

3.7. Unused Interment Rights.

3.7.1. Generally. If an owner dies without providing a written declaration or a specific devise by will, any unused rights of interment descend to the owner's heirs at law, subject to the interment of the descendant and his or her surviving non-divorced spouse. The owner's heirs or devisees should immediately file their ownership claim and address with ECA in writing. Should the deceased owner have left the interment space by will to some designated person, a certified copy of the will shall be submitted to ECA so the transfer of ownership may be recorded.

3.7.2. Affidavit. ECA may authorize the use of an unused interment right by a person entitled to its use upon an affidavit by a person having knowledge of the facts setting forth: (1) the fact of the death of the owner and the name of the person or persons entitled to use the right of interment; or (2) the fact of the death of one joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest.

ARTICLE IV: INTERMENTS

4.1. Generally. ECA reserves the right to set forth the maximum number of burials, inurnments or entombments that may be made in any given grave, cremation space or columbarium niche. No interment is permitted outside of a designated grave, crypt, or niche. All interments, including Cremation Interments and Scattering, must be done through the ECA office and performed by ECA.

4.2. Authorization or Order for Interment. Interment may take place only upon an authorization, order, or burial permit signed by the person or persons authorized by law and/or by the Owner of the Burial Right that designates the lot to be used. ECA shall be entitled to rely upon the accuracy of the information set forth in such authorization, order, or burial permit, and shall not be liable for any error contained therein, or as to the identity of the person whose remains are to be interred. Orders for interment may, at the option of ECA, be received by telephone from the lot owners or their assigns, such as a funeral director. If other than the Owner of the Burial Right, or his or her assigns, a statement from the lot owner giving authorization to inter must be delivered to ECA prior to the time of interment. In the event that the lot owner is deceased, demonstration of the familial relationship of the deceased to the Lot Owner is required. ECA shall not be liable for any error that may be made in accepting a telephoned interment order. Orders must be received at least a full working day prior to an interment by telephone or in person and must contain the following information: **(A)** Full Name, age, and sex of the deceased; **(B)** Date and Place of Birth of the Deceased; Date and Place of Death of the Deceased; **(C)** Cemetery, Section, Lot and Grave/Space number (this will be verified by cemetery personnel); **(D)** Name of owner of interment space; **(E)** Name of funeral director; **(F)** exact size of burial container; **(G)** date of interment and time of arrival at the cemetery; **(I)** Veteran status of the deceased; and **(H)** Name, address and telephone number of the next of kin ordering the interment.

4.3. Payment in Full Required. Payment in advance is required for all services. In the event payment for the right of interment has not been made in full, ECA may refuse to permit any interment. ECA may, in its sole discretion, permit interment upon the making of satisfactory arrangements for payment in full to be made.

4.4. Additional Charges. ECA has the right to charge additional fees for goods and services requested that fall outside the standard service, for example, for vaults, or overtime for weekend services.

4.5. Funeral Supervision. All funerals reaching any of the Cemeteries shall be under the supervision of ECA. ECA may refuse to proceed with the interment if the funeral is not accompanied by a licensed funeral director. Before the interment may proceed, such funeral director must deliver all necessary permits and authorizations to the business office of the cemetery or to the designated funeral escort.

4.6. Burial Containers. The use of an outside burial container is required for all burials. All burial vaults or other containers must be approved by ECA. They must be constructed of concrete or steel or of other material approved by ECA. Wood boxes are not permitted. The outer width of a burial container may not exceed the dimensions established by ECA from time to time for any one grave, and if it is larger, two graves must be utilized and additional charges will be applied.

4.7. Opening of Caskets. No casket may be opened or reopened, and no items may be removed, without specific permission of the lot owner, his or her assigns, ECA, or the appropriate authorities.

4.8. Mausoleum Entombment. When an interment is made in a private mausoleum, the casket should be properly sealed and the crypt shall be properly sealed within twenty-four (24) hours after the interment.

4.9. Delay in Interment. ECA shall not be liable for any delay in interment due to the failure to comply with these Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond ECA's control.

4.10. Protests of Interment. ECA shall be under no duty to recognize any protests of interments unless they are in writing and are filed with the business office of the cemetery in which the lot is located.

ARTICLE V: DISINTERMENTS

5.1. Generally. All disinterments must be made by ECA on the date and at the time set by ECA. No disinterment may be made without the proper state and local permits, the consent of ECA, and all persons whose consent may be necessary or advisable under the laws of the Commonwealth of Pennsylvania. ECA, in its sole discretion, may require that an Order of Court be obtained in addition to such consents. A person desiring to remove a body from a grave space or niche owned by another must present in duplicate a written permit signed by the Owner of the Burial Right or his or her duly authorized representative/s for such removal and must sign a request to have such removal made. Requests shall remain on file in the business office of the cemetery in which the lot is located.

5.2. Charges. ECA may require that all charges, including unpaid arrears on the lot, if any, be paid prior to conducting any disinterment.

5.3. Limitation of Liability. ECA shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order.

ARTICLE VI: RECEIVING VAULT

6.1. Authorization. Proper authorization from appropriate state agencies must be received before any casket or remains may be placed in the Receiving Vault.

6.2. Condition of Caskets. All caskets left in the receiving vault must be properly sealed and banded.

6.3. Restrictions on Use. ECA may refuse to deposit any body in its receiving vault. The remains of a person who died from a contagious disease shall not be permitted in the receiving vault. Upon failure to make suitable arrangements for the disposition of the remains within a reasonable time, or upon failure to pay charges for use of the receiving vault, ECA may remove remains in its receiving vault and inter them, after having mailed a registered letter to the last known address of the decedent's next heir at law, if known, or the person who made the placement, stating the intent to remove the remains and inter them. ECA may remove any body in the receiving vault that becomes offensive and inter it immediately without notice.

6.4. Charges. ECA may charge for the use or removal from its receiving vault. Such charges may be payable in advance.

ARTICLE VII: MARKERS, MONUMENTS, PRIVATE MAUSOLEUMS AND OTHER STRUCTURES

7.1 Terms and Definitions. Because of the proliferation of terms in common use, only the following terms will be used within this document. **Memorial** is a blanket term, covering *all* others: monument, marker, headstone, tombstone, cenotaph, etc. At present, ECA classifies most memorials as one of three types: **Flush Markers**, which must be set to lie flush with the ground. **Raised Markers:** Raised Markers may be of several styles; most commonly, "Bevel," markers which have a bevel from the higher back edge dropping usually 2" to the lower front edge, or "Slant" markers, which have a sharply pronounced angle to the marker face. **Monument** may mean a standard modern monument consisting of a die and a base, designed to span two or more graves, and limited in size by the number of graves it spans; or it may indicate one of the large memorials of many sizes and designs, usually found on old lots. In addition to these, the following are used for other memorialization options: **Crypt**, generally an aboveground structure housing one or more entombments, but without entry doors; private **Mausoleum**, a structure built to accommodate a family's entombments, generally with the ability for family to enter inside. **Columbariums:** both public and private family columbariums, solely for the inurnment of cremains. **Benches**, whether employed as Cremation Benches holding one or more Human Cremains, or as a type of Monument.

7.2 Generally. ECA may prescribe the kind, design, size, symbolism, craftsmanship, quality, materials and location of all memorials or structures of any kind placed in any of the Cemeteries. All memorials or structures of any kind to be placed in any of the Cemeteries must be built according to these Rules and Regulations or they will be required to be removed from the cemetery by the Lot Owner, or by ECA at the Lot Owner's expense.

7.3 Requirements.

7.3.1 Paid in Full. All outstanding charges for a grave or lot, whether for interment rights, service fees or foundations, must be paid in full before any stonework may be undertaken. No interment may take place on a monument lot until *all* graves in the lot are paid in full.

7.3.2 ECA Approval. Before ordering any memorial, a burial right owner or a duly authorized representative must secure written approval of the design, material, size and lettering style of a memorial from ECA. All memorials must be inspected by ECA before acceptance for installation and ECA reserves the right to reject, or remove, any which do not comply with these Rules and Regulations. No burial right owner or duly authorized representative shall erect or place, or cause to be erected or placed, any memorial until it is first approved by ECA.

7.3.3 Owner Permission. The consent of the burial right owner, his or her next heir at law, or the person authorizing the interment will be required for placing any memorial, but ECA shall incur no liability for failing to receive such consent.

7.3.4 Time and Weather Limitations. Monuments and memorials may not be installed for a period of time following an interment, as established by ECA, to allow the ground to settle. When the ground is soft, as in thawing or wet weather, no one shall go upon it to place or set up any work. The setting of granite markers, memorials, or masonry work shall not be permitted during the existence of frost, frozen ground, or at any time deemed inappropriate by ECA. No material or other things for the construction of vaults, mausoleums, or structures of any kind may be brought into any of the Cemeteries until required for immediate use, nor between Friday at 4:00 p.m. and Monday morning.

7.3.5 Foundations. A proper foundation is required beneath every memorial or structure. Plans or sketches, with measurements, descriptions and specifications of all stonework to be placed in any of the Cemeteries, must be submitted to ECA for examination and written approval before a foundation order will be accepted. All foundations shall be installed by ECA unless ECA directs otherwise.

7.3.6 Inscriptions. The name or the inscription on each marker, monument, or vault must correspond with the name and records of ECA and no changes shall be made thereon except upon request of the proper parties and by permission of ECA. The headstone for any burial or memorial must be placed on the actual grave of the deceased person inscribed thereon, and not on any other grave space in the lot, or in another lot. **As of 1/1/2013**, ECA requires all headstones to be inscribed with the Lot Number on the lower right corner of the inscribed face of the stone. For Single Section headstones, the number should be either the grave number, or the row and grave number.

7.4 Outside Contractors. Workmen employed to place or erect vaults, mausoleums or structures of any kind shall operate as independent qualified outside contractors, subject to Article XI, and may do so only with permission from ECA and under the general supervision of ECA. Damage to lots, walks, drives, trees, shrubs, lawns or other cemetery property, by qualified outside contractors or their agents, shall be repaired by the outside contractor to the

satisfaction of ECA or by ECA, in which case the cost of such repairs shall be charged to the lot owner, qualified outside contractor, or his principal or agents.

7.5 Adjoining Lots, Paths and Roads. The lots, paths, and roads that adjoin the lot where work is being done may not be blocked or damaged.

7.6 Specific Limitations.

7.6.1 Memorial Type. All graves and lots are sold based upon the type of Memorial permitted at that grave. Only that type, or a lesser type, will be permitted. A Raised Marker will not be permitted on a Flush Marker Grave, for example. "Slant" style Raised Markers are permitted only in certain sections. Please consult the Memorial Specifications (Exhibit A) for detail.

7.6.2 Bases. Flush Markers and Raised Markers are not permitted to have a base. All Monuments are required to include a base and appropriate anchoring between the base and the die.

7.6.3 Material. Granite is the only stone permitted for memorials. Marble, bronze, glass, manufactured or cast stone, or any type of metal are not permitted.

7.6.4 Quantity. Only one (1) memorial will be permitted per grave space. No memorial may be set to embrace two (2) or more grave spaces unless it is specifically permitted to do so by Cemetery rules and regulations.

7.6.5 Size. Any memorial may be *less* than the maximum size for that style of stone; however, no memorial may exceed the following maximum base measurements:

Infant stone: 1'6" wide x 8" front to back

Single Marker: 2' wide x 1' front to back

Double Marker: 4' wide x 1' front to back. Double Flush stones *must* be at least 6" thick. An order for a double flush stone should be accompanied by a release signed by the customer, indicating acknowledgement that these stones are more fragile, and that the Cemetery is not responsible for their condition.

Monument: Minimum 14" front to back. Monuments placed on lots two graves wide may not exceed 4' width. Monuments on lots three graves wide should not exceed 6' width.

7.6.6 Location and Placement. The location of monuments, memorials, vaults, mausoleums, and structures of any kind shall be submitted to and approved by ECA before the erection of same is permitted. All memorials shall be set on uniform lines as prescribed by ECA to conform to the general plan of sections. Information as to grades, boundary lines, etc. should be obtained from ECA before the planning work is begun. In lots bordering driveways, no marker, monument, memorial, vault, mausoleum, or structure of any kind shall be permitted further forward than the established building line.

7.6.7 Boundary Marking. Adding corner posts or lot boundary fencing or edging is prohibited. On old lots where such has existed in the past, it will be removed by ECA at such time that it is deemed unsightly, presents a hazard or becomes an obstruction.

7.7 Monuments. ECA reserves the right to determine the suitability of the size of all monuments. Variety in shape and design of the monuments will add interest and beauty to the Cemeteries while multiplying any design may lead to monotony. Duplication of design of any monument shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable. When a monument is permitted, only one upright family monument shall be allowed on a family lot. The family monument shall be placed at the center of the lot, or when placed on the rear of the lot, shall be set at least three inches (3") from the rear line of the lot.

7.7.1 Footstones. Footstones are permitted in certain sections, to mark individual interments on a monumented lot, subject to the following rules: All footstones on the lot must be of the correct style allowed in that section, whether raised or flush; consult the Memorial Specifications (Exhibit A) for detail. All Footstones must match each other and the monument in color and type of granite, and whenever possible, in design of ornamentation and inscription. Footstones may only be Single stones.

7.8 Benches. Benches, including cremation benches, may be placed only with the prior approval and oversight of ECA. Benches must be made of granite and either match or replace all other memorials on or to be placed on the lot. All benches must be placed on a suitable concrete foundation as required by ECA.

7.9 Obstructions. ECA will not permit the erection of any structure that would interfere with the general good effect of the grounds, obstruct the view, cause annoyance to adjoining owners, or become an obstacle for proper maintenance of the cemetery.

7.10 Quality. ECA reserves the exclusive right to reject all work which, due to design, workmanship, material or faults of any kind, is in its opinion unsatisfactory.

7.11 Deposit for Special Care. Before any family crypt, columbarium or mausoleum is erected, the owner may be required to deposit with ECA a sum of money estimated by ECA to be sufficient to yield an income for the proper normal, non-catastrophic care of such structure in perpetuity. At present, this is estimated as 10% of a mausoleum's total cost including the foundation, or 20% of the total cost for a crypt, including the foundation.

7.12 Errors in Placement. ECA reserves the right to correct any error that it may have made by its employees or qualified outside contractors in the location or placing of a foundation, memorial or other structure in any of the Cemeteries.

7.13 Access. A duplicate key to all locks on any columbarium, vault or mausoleum must be permanently left in the business office of the cemetery in which it is located.

7.14 Embellishment. Color enhancement, photographs, ceramic medallions, inset electronic media codes and other embellishments of the granite memorial are permitted on new markers, monuments and memorials, provided that the owners sign a release acknowledging the inherent risk involved in adding elements that are either fragile or attractive of potential vandalism and absolving ECA from any responsibility for wear, damage, etc. Appliqués, inserts or lettering of metal or ceramic are easily damaged, therefore any order requesting these should be accompanied by a signed release from the owner, absolving Erie Cemetery Association from any and all responsibility for their condition. Techniques used to color lettering or images on new memorials are permitted, provided that the Owner submits a signed document absolving ECA from all responsibility for this work. ECA does not permit the

addition of modern embellishment to pre-existing memorials, unless the original owner and purchaser of the memorial is making the addition. Historical memorials may not be altered in any way.

7.15 Charges. All materials used by ECA shall be charged for and, in the case of extra work, special prices may be given by ECA. In the event a marker, monument, or memorial is placed where it may become necessary to remove it for a future interment, an extra charge may be made at the time of installation.

ARTICLE VIII: FLOWERS, PLANTINGS, AND OTHER DECORATIONS

8.1. Lot Care. While the cemetery will mow and trim the grass and perform general maintenance, families are encouraged to undertake additional care for their family graves if they so desire, provided they conform to the rules in this section, and the rules of the Cemetery, generally.

8.2. Flowers and Wreaths. Only natural flowers are permitted from April 1 to October 31. Artificial, dried or otherwise preserved flowers are not permitted during months when mowing is conducted. If any are placed by any person, they may be removed by ECA without notice. Cut flowers are permitted, simply laid at the grave, or placed in an in-ground vase unit. All vase units shall be turned down into the ground during the non-growing season and all decorations shall be removed. A natural or artificial wreath may be placed at the grave from Nov. 1 to March 31. All wreaths must be removed by March 31.

8.3. Plantings; Pots. One unbreakable cemetery type pot, not to exceed 10" in diameter, may be placed at each grave, after April 1. The pot may be placed on the ground, or on a shepherd's hook hanging over the headstone. All pots and shepherd's hooks must be removed by October 31. Rose bushes or other thorny plants are not permitted in the cemeteries. Absolutely no planting may be done at Flush Marker Graves. Lot owners selecting lawn level memorialization (Flush Marker Graves) are not permitted to have any planting whatsoever. Raised Marker Graves may have annual flowers planted within 8" of the marker; see Lot Owner Quick Reference Guide for more detail. Dwarf shrubs may be planted at Raised Marker Graves in certain sections at Erie Cemetery and Laurel Hill only. Any shrubs must be approved for type and placement by ECA prior to planting. Shrubs planted without ECA approval are subject to removal without notice or recourse by ECA. Any plantings of any kind, if not properly maintained by the family, may be removed without notice or recourse, by ECA.

8.4. Decorative Objects. Photographs, souvenirs, boxes, loose stones, shells, toys, artificial decorations, clothing, and other commemorative objects may not be placed in the Cemeteries. If any are placed by any person, they may be removed by ECA without notice. No decorations, lights, or ornaments of any kind are permitted on bushes or shrubs. No shells, stones, pebbles, marble chips, etc. may be used to decorate graves or plots. No glass jars, bottles, tin cans, crockery, toys, statues, figurines, watering cans, decorative fencing or other such items are permitted.

8.5. Benches, Chairs and Trellises. No wooden or cast-iron bench or chair or any wooden or wire trellis shall be permitted in the Cemeteries.

8.6. No Obstructions. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including without limitation, beds of

stone, concrete, metal or plastic, hedges, shrubs, posts, bars, chains, rails, or fencing material shall be permitted on graves or plots.

8.7. Removal by ECA. Any planting, decoration or other object placed on or about a grave or about a grave or lot shall be removed when, in the judgment of ECA, such action is warranted and in the best interests of the cemetery.

8.8. Prohibited Removals, Alterations. No person may pick flowers, remove turf, trees or shrubs, or in any way alter or mark any property within any of the Cemeteries not specifically belonging to them, or in any way deface cemetery grounds. The taking of flowers, baskets or ribbons from recent interments or anything in connection therewith is prohibited, except by members of the family of the decedent, their assigns, or ECA employees.

8.9. Lost, Stolen or Damaged Items. ECA is not responsible for theft or damage of anything placed on graves or lots or anything lost or stolen.

ARTICLE IX: CEMETERY MAINTENANCE

9.1. General Care and Maintenance. ECA assumes general care and maintenance of the Cemeteries and lots under the provisions of a Care Fund Trust Agreement. "Maintenance" refers to the care of the Cemeteries in their entirety and consists of, among other things, the general maintenance of the public walks and roads in the Cemeteries, the general maintenance of the Cemeteries owned buildings, grounds, garages, fences, equipment and records used in the proper administration, protection and operation of the Cemeteries. It does not include the special care of individually-owned graves, or any shrubs, memorials or other structures situated thereon. All orders, inquiries, compliments or complaints must be left at, or directed to the business office of the cemetery in which the lot is located.

9.2. Special Care. Special care or work will be made by ECA upon application, and any and all charges for the work must be paid in advance. ECA has the right to refuse any special care and/or planting orders.

9.3. Maintenance of Trees or Shrubs on Graves. In the event trees or shrubs situated on any grave shall by reason of their roots, branches, or otherwise, become detrimental to adjacent graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of ECA, ECA shall have the right to enter upon the grave or lot and to remove, repair, or otherwise remedy the condition at the expense of the owner.

9.4. Maintenance of Memorials, Markers, Mausoleums, and Other Structures. If any memorial, marker, mausoleum or other structure situated on the grave has fallen, is in damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of ECA, ECA shall have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition at the expense of the owner. In the event a grave or memorial which ECA has not contracted to specifically maintain shall become unsightly or detrimental and hazardous to adjacent graves, avenues or paths, ECA may at any time and at the expense of the lot owner, enter thereon in order to maintain the same, clear off the grass, weeds, overgrown ivy, shrubs or other plants and thereafter dispose of the same at the expense of the lot owner.

9.5. Grounds Attendants. Grounds attendants may be employed by ECA to perform maintenance on behalf of ECA only. Visitors and lot owners may not engage grounds attendants to perform work or tasks on their behalf or pay grounds attendants money.

9.6. Care by Lot Owner. Nothing herein shall prohibit the care of a grave by the lot owner or his duly authorized representative within the guidelines of the Rules and Regulations.

9.7. Removal of Rubbish. All rubbish made by lot owners or their duly authorized representatives must be removed by them immediately after completion of any work done. In the event such rubbish is not so removed, ECA may remove it at the expense of the lot owner.

9.8. Access to Graves. If, in order to open a grave or to make an interment or disinterment, ECA at any time deems it necessary to remove existing trees, hedges, shrubs, posts, bars, corner markers, entrance sills, enclosure or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement.

ARTICLE X: SECURITY

10.1. Generally. ECA will provide reasonable security at the Cemeteries for the protection of its grounds and buildings and reasonable precautions will be taken to protect owners and property rights of owners from loss or damage.

10.2. Limitation of Liability. Notwithstanding Section 10.1, above, ECA expressly disclaims any responsibility for loss or damage beyond its reasonable control including, but not limited to, loss or damage caused by the elements, Acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief markers, explosions, fires, unavoidable accidents, wars, invasions, insurrections, riots, or by orders of any military or civil authority, whether the damage is direct or collateral.

ARTICLE XI: OUTSIDE CONTRACTORS

11.1. Insurance. All qualified outside contractors performing work in any of the Cemeteries shall present and file with ECA evidence of insurance from a responsible insurance company authorized to do business in the Commonwealth of Pennsylvania, in an amount to be determined by ECA, containing an automatic cancellation notice to ECA, to indemnify ECA, or lot owner for any damage caused to any lot or to the property of ECA. In addition to the foregoing, all qualified outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the Commonwealth of Pennsylvania evidencing adequate coverage for public liability, property damage and Workers Compensation. Information on current requirements can be obtained from the ECA main office in Erie.

11.2. Supervision and Inspection by ECA. All work performed by qualified outside contractors may be generally supervised by ECA to assure compliance with industry standards and other specifications. All work is subject to a final inspection by ECA. ECA reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made; or when tools or equipment are insufficient or defective, or when work is being executed in such a manner as to threaten life or property or the qualified outside contractor has been

guilty of misrepresentation, or when any reasonable request on the part of ECA has been disregarded; or when work is not being executed according to approved specifications; or when any person employed on the work violates any rule of ECA. All workmen of contractors are subject to the supervision of ECA and any workman failing to comply with these Rules and Regulations will not be permitted to work in any of the Cemeteries.

11.3. Unsatisfactory Work. If in the opinion of ECA any work or material furnished shall be improper or unsatisfactory, or fail to meet specifications, it may reject the same; and if the work has already been done or the said material been delivered, ECA may remove the same or, if in its opinion the same may be put in proper order, ECA may at its discretion put the same in proper order at the expense of the qualified outside contractor.

11.4. Unfinished Work. No work will be allowed to be left in an improper and unfinished state, and should such occur, ECA may complete or remove the same at the expense of the lot owner.

11.5. Time Limitations. No contractor or other person will be permitted to work in any of the Cemeteries on Sundays, legal holidays, or before 8:00 a.m. on workdays, and all workmen must leave the grounds no later than 6:00 p.m. Monday through Saturday. Special permission is required by the General Manager for workmen present outside of these hours.

11.6. Surveys. If in the opinion of ECA it is necessary to make a survey before a contractor performs work or furnishes material, ECA may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by ECA and the grade of all lots will be determined by ECA. The contractor shall be governed thereby.

11.7. Obstruction of Roads. When making improvements and some obstruction to roads, avenues and paths become necessary, prior approval by ECA must be obtained and the same must be as slight as possible. No unnecessary delay will be permitted after work has commenced.

11.8. Protection of Property. Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.

11.9. Weather Conditions. No setting of monuments will be permitted during inclement weather, the same to be determined at the sole and absolute discretion of ECA.

ARTICLE XII: NICHES

12.1. Regulation of Niches. All niches in the Cemeteries shall be owned and held subject to the laws of the Commonwealth of Pennsylvania, the Charter, Bylaws and these Rules and Regulations of ECA, now in effect and as amended from time to time.

12.2. Engraving. All niches will be engraved in a uniform manner as set forth by ECA with the first name, middle initial, and last name of the deceased, year of birth, and year of death only. ECA accepts no responsibility for errors in engraving on niches.

12.3. Urn Size. Only the number of urns set by ECA will be permitted to be placed in each niche. The funeral director or other authorized person will be responsible for verifying with ECA the proper size and material of containers to be placed in the niches.

12.4. Decorations. Decorations, emblems, stickers, and other items are prohibited. ECA will remove any such items placed on niches.

ARTICLE XII: CREMATORY

13.1. Generally. All cremation, processing and disposition of the deceased shall be performed in accordance with all governing laws, and the policies, procedures and requirements of ECA as outlined in this document, and as detailed on the ECA Cremation Authorization form (attached hereto as Exhibit B). All cremations performed are individual. Exceptions are made only with prior written instruction of the Authorizing Agent, with FINAL approval at the discretion of ECA.

13.2. Documentation. All remains must be accompanied by the proper permitting from the Vital Statistics Department of their State. Where required, a signed Coroner's Authorization Form must be submitted. A properly signed order authorizing the cremation of the body must be submitted (ECA Cremation Authorization Form).

13.3. Notice of Cremation. ECA may require at least twenty-four (24) hours notice prior to any cremation.

13.4. Preparation for Cremation.

12.1. Proper Container. All remains must be placed in an approved casket before being brought to the Crematory. Approved caskets or alternative containers must meet the following standards: (A) They must be composed of materials suitable for cremation. (B) They must be able to close to provide a complete covering of the human remains. (C) They must be resistant to leakage or spillage. (4) They must be sufficiently sturdy as to be handled with ease. (5) The top of the casket must be removable; it must be possible to cut holes in the sides of the casket; and/or to perform any other steps necessary to complete cremation. (6) No metal caskets may be used for cremation.

12.2. Container Hardware. ECA shall have the right to remove and destroy all handles of caskets, and in case of caskets with glass furnishings, ECA reserves the right to remove and destroy all glass or metal furnishings.

12.7. Witness. There may be only one (1) witness to any cremation, appointed by the decedent's family. This person shall be requested to leave when the cremation in which he or she is interested has actually begun.

12.8. Cremated Remains. A temporary container will be furnished for the cremated remains at no additional cost to the family. Cremated remains will be surrendered to the funeral director bringing the body for cremation, unless written orders from the family involved state otherwise. Cremated remains will be stored at no cost for thirty (30) days. Should a longer period of storage be necessary, a monthly charge established by ECA will be charged and shall be paid in advance. If cremated remains are to be shipped, a proper receptacle will be made to receive the temporary container or urn and it will be sent by US Postal Service to its destination. An extra charge will be made for this service.

12.9. Right to Refuse. ECA reserves the right to refuse any cremation.

12.10. Charges. Any and all charges for cremation services are to be paid in advance prior to the cremation taking place.

12.11. Limitation of Liability. The obligations of ECA shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization Form. No warranties expressed or implied are made and damages shall be limited to the amount of the cremation fee.

ARTICLE XIV: AMENDMENTS

14.1. Generally. Because of continuing changes in customs, practices, economic conditions, and products, ECA may, and hereby expressly reserves the right at any time or times, with or without notice to owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations.

14.2. Current Rules Available. A copy of the current Rules and Regulations and a price list shall be available for inspection at the business offices of the Cemeteries during their regular office hours.

14.3. Exceptions and Modifications. Special cases may arise in which the literal enforcement of any rule or regulation may impose an unnecessary hardship. In such case, ECA has the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when, in its judgment, the same appears advisable. As well, not all changes in the Rules and Regulations can or should be applied retroactively. Such exceptions or modifications shall in no way be construed as affecting the general application of such rule or regulation.

14.4. Severability. In the event any section, subsection, paragraph, clause or provision of these Rules and Regulations is adjudged to be invalid, such adjudication shall apply to the provision so adjudged and the rest of the Rules and Regulations shall remain valid and effective.

EXHIBIT A: ERIE CEMETERY ASSOCIATION: MEMORIAL SPECIFICATIONS

This table clarifies certain restrictions on memorial styles that are specific to particular Cemeteries, or to Sections within Cemeteries. It is the responsibility of the Lot Owner and Monument Seller to consult ECA to ensure that the style of memorial they are considering is permitted on the Lot Owner's site.

Headstone Bases	ALL CEMETERIES	<ul style="list-style-type: none">• Bases are not permitted on Flush or Raised Markers – neither Bevel nor Slant.• Bases are required on all Monuments.
Double Headstones	Wintergreen Gorge Cemetery	Permitted ONLY in Section 1E; Section 1D lots 32 – 100;, and Section 11
Slant Face Headstones	Erie Cemetery	<ul style="list-style-type: none">• Currently permitted in Sections 1, 7, 8, and 14.• Permitted in some old sections, by special permission after a grounds check
	Laurel Hill Cemetery	Permitted in Sections 2, 3M or 5 only, by special permission after a grounds check.
	Wintergreen Gorge Cemetery	Only in certain monument lots, by special permission after a grounds check
Footstones	ALL CEMETERIES	<ul style="list-style-type: none">• All footstones must be single.• No Double Footstones are permitted in monument lots.
	Laurel Hill Cemetery Sections 10, 16 and 4M	On Monument lots where Footstones are used, the footstones must all be Single Flush Markers.

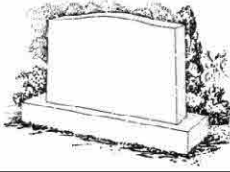
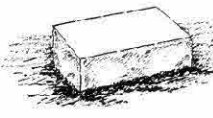

There are many memorials in each cemetery that are of types no longer permitted: marble, white bronze, triple headstones, etc. ECA's headstone rules have changed to adapt to changes in society, the economy, and our customers' needs in cemetery services.



EXHIBIT B

Erie Cemetery Association Quick Reference Guide for Lot Owners

July 2014

Monuments and Headstones	ITEM	Monument Lot	Raised Marker Grave	Flush Marker Grave
				
	Size of Headstone	Various Centered over <u>two or more</u> graves	Single: 2’ wide x 1’ front to back x 8” height, maximum Double: 4’ wide x 1’ front to back x 8” height, maximum. Must be centered over <u>two</u> graves. (<i>doubles permitted only in certain sections</i>)	Single: 2’ Wide x 1’ front to back x 3” thick, maximum Double: 4’ wide x 1’ front to back x 6” thick, maximum. Must be centered over <u>two</u> graves. (<i>doubles permitted only in certain sections</i>)
	Material of Headstone	Granite only		
	Headstone foundation	Required for every headstone and monument		
	Design	All stones should match in color, design and inscription style.		
	Embellishments	Color, appliques, etc. are acceptable provided that family signs a release acknowledging that the Cemetery accepts no responsibility for the durability of these items.		
Triple Headstones	n/a	Not Permitted	Not Permitted	
Flowers and Plantings	Flowers	Fresh cut natural flowers may be laid at the grave at any time. NO Artificial Flowers, Plants, Wreaths, etc. are permitted from April 1 to Oct. 31		
	Potted plants/flowers	One 10” diameter plastic pot per grave, from April 1 – Oct. 31, <i>either</i> on the ground, or on a shepherd’s hook.		
	Shepherd’s Hook	One permitted, hanging over headstone, from April 1 – Oct. 31. A <u>potted plant</u> must hang from the hook. Birdhouses, bird feeders, wind chimes and artificial flowers are not permitted and will be removed.		
	Wreaths	One Natural or Artificial Wreath permitted per grave from Nov. 1 through March 31.		
	In-ground planting	Annual flowers may be planted surrounding a monument, within 8” of the headstone. A dwarf shrub may be planted at each side of the monument on a monument lot. All plants must be watered, trimmed and maintained by the family. The maximum height of shrubs is twenty-seven inches (27"). If they exceed that size, overhang the adjoining lot, or are not maintained by the family, they will be removed without notice to the owner. Rosebushes, thorned plants, and plants that spread are prohibited.	Annual flowers may be planted surrounding a raised marker, within 8” of the headstone All plants must be watered, trimmed and maintained by the family. At Erie and Laurel Hill Cemeteries, shrubs are permitted at two-grave lots in certain sections. Please call and ask prior to planting. No shrubs may be planted on a single grave. Rosebushes, thorned plants, and plants that spread are prohibited.	No planting of any kind is permitted on flush graves. ECA will remove any plants without notice.
	Other	Families are encouraged to maintain the grave by edging the headstone with <i>natural bark mulch</i> if they wish to. No rubber mulch, pebbles, stones, decorative stone, etc. are permitted. Deer, rabbits, geese and other wildlife visit frequently. When choosing flowers to place at a grave, you may wish to choose types that animals don’t care to eat. For example, deer love tulips, but will not touch daffodils. No loose items, borders, mementos, stones, toys or mementos are allowed. Such items will be removed and discarded. ECA has the authority to remove any planting, pots, flowers, decorative item, etc. from any lot or grave that, in its opinion, is detrimental to the cemetery as a whole and/or the individual lot, without notice to the lot owner. ECA has the authority to remove any and all decorations that are not permissible from a grave without notice to the lot owner.		
	This is a summary of rules regarding headstones and planting only. The complete rules are available in the cemetery office. Cemetery rules are subject to change.			

ERIE CEMETERY ASSOCIATION
2116 CHESTNUT STREET
ERIE, PA 16502
814-459-2463

CREMATION AUTHORIZATION FORM

THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. CREMATION IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

I (We), the undersigned (the "Authorizing Agent(s)" or "AA", hereby authorize and request ERIE CEMETERY ASSOCIATION ("ECA"), in accordance with and subject to its rules and regulations, and any applicable state or local laws or regulations, to cremate the human remains

of _____, the ("decedent") and to arrange for the final disposition of the cremated remains, as set forth on this form.

I (We) have read the document entitled "Cremation Policies, Procedures and Requirements", printed on the reverse of this form, and hereby authorize ECA to perform the cremation of the decedent in accordance with that document.

Initials of AA _____

DECEDENT IDENTIFICATION

Name _____ Address _____

Place of Birth _____

Date of Birth _____ Date of Death _____ Time of Death _____ AM / PM Age _____ Sex _____

Place of Death _____ County _____ State _____
City, Borough, Township

Name of Mother _____

Name of Father _____

Physician/Coroner _____

DISPOSITION

Authorizing Agent hereby authorizes ECA to release, deliver, transport or ship the cremated remains as follows:

Initials of AA _____

PACEMAKERS, PROSTHESES, SILICON AND RADIOACTIVE IMPLANTS

Please list all existing devices including all radioactive components, pacemakers, and prosthetic devices which are implanted in or attached to the decedent: _____

All such devices must be removed prior to delivering the decedent to ECA. Initials of AA _____

AUTHORITY OF AUTHORIZING AGENT

I (We), the undersigned, hereby certify that I am (We are) the closest living next of kin of the decedent and that I am (we are) related to the decedent as his/her _____, or that I (we) otherwise serve (served) in the capacity of _____ to the decedent that I (we) have charge of the remains of the decedent and as such possess full legal authority and power, according to the laws of the state of _____, to execute the authorization form and to arrange for the cremation and disposition of the cremated remains of the decedent. In addition, I am (we are) aware of no objection to this cremation by anyone with legal standing.

LIMITATION OF LIABILITY

As the Authorizing Agent(s), I (We) hereby agree to indemnify, defend, and hold harmless ECA, its officers, agents, and employees, from any and all claims, in law or equity, including any legal fees, costs, and expenses of litigation, arising as a result of, or connected with, this authorization, excepting only acts of willful negligence.

Initials of AA _____

SIGNATURE OF AUTHORIZING AGENT(S)

By Executing this Cremation Authorization Form, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce ECA to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form.

Executed at _____ this _____ day of _____, 20____

Name _____ Signature _____

Relationship to Decedent _____ Phone No. (____) _____

Address _____

Name _____ Signature _____

Relationship to Decedent _____ Phone No. (____) _____

Address _____

Signature of Funeral Director as Witness for Signature(s) of Authorizing Agent(s) _____

Name of and address of Funeral Home _____

Cremation Policies, Procedures and Requirements

All cremation, processing and disposition of the remains of the deceased shall be performed in accordance with all governing laws, and the policies, procedures and requirements of the **ERIE CEMETERY ASSOCIATION ("ECA")** and the designated funeral home.

YOU MUST READ THIS DOCUMENT CAREFULLY BEFORE EXECUTING THE CREMATION AUTHORIZATION FORM. This document describes many of the policies and requirements of ECA and is incorporated in our Cremation Authorization Form. If any part of this form remains unclear, DO NOT sign the form.

ECA Requirements for Cremation

The decedent will be delivered to ECA for cremation ONLY after all of the following conditions have been met and confirmed by the designated funeral home and AA.

Any scheduled ceremonies or viewings have been completed.
24 hours have transpired since the death occurred. (PA)
Civil and medical authorities have issued all required permits.
All necessary authorizations have been obtained, and no objections have been raised.

Caskets/Containers

ECA requires that the body of the deceased be delivered for cremation in either a casket or alternative container that meets the following standards: 1) be composed of materials suitable for cremation; 2) be able to be closed to provide a complete covering of the human remains; 3) be resistant to leakage or spillage; 4) be sufficient for handling with ease; and 5) be able to remove the top of the casket, cut holes in the sides of the casket, or take any other steps necessary to assure complete cremation.

Many caskets that are comprised primarily of combustible materials also contain some exterior parts, e.g., decorative handles or rails, that are not combustible and that may cause damage to the cremation equipment. ECA, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

Pacemakers, Prostheses and Radioactive Devices

Pacemakers and prostheses, as well as any other mechanical or radioactive devices or implants in the decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers and radioactive devices be removed prior to cremation. If the funeral home is not notified about such devices and implants and instructed to remove them, then the person(s) authorizing the cremation will be responsible for any damages caused to ECA or crematory personnel.

The Cremation Process

All cremations are performed individually. Exceptions are only made with the prior written instructions by the Authorizing Agent(s), with FINAL approval to be at the discretion of ECA.

Cremation is performed by placing the deceased in a casket or other container and then placing the casket or container into a cremation chamber where they are subjected to intense heat and flame. During the cremation process, it may be necessary to open the cremation chamber to reposition the deceased in order to facilitate a complete and thorough cremation. Through the use of a suitable fuel, incineration of the container and its contents is accomplished and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other nonhuman material) as the temperature is not sufficient enough to consume them.

Due to the nature of the cremation process, any and all personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prosthesis, dental bridgework or other medical devices) that are left with decedent and not removed from the casket or container prior to cremation will be destroyed, or if not destroyed, will be disposed of by ECA in a non-recoverable manner. As the casket or container will not normally be opened by ECA (to remove valuables, to allow for a final viewing, or for any other reason), arrangements must be made with the funeral home to remove any such possessions or valuables prior to the time that the decedent is transported to ECA.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average size adult, are then swept or raked from the cremation chamber. ECA makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust, and other residue from the process are always left behind. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility.

After the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized). The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.

Witnessing

ECA does not allow anyone to witness the casket/container being placed in the cremation chamber, unless required to do so because of religious practices of the family. In that instance, ECA may establish a maximum number of witnesses allowed.

Urns & Containers

After the cremated remains have been processed, they will be placed in a designated urn or container. ECA will make a reasonable effort to put all of the cremated remains in the urn or container, with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on the Cremation Authorization Form.

Final Disposition

If the final disposition of the cremated remains has not been completed within 60 days of the cremation, then ECA shall be authorized to arrange for the final disposition of the cremated remains in any manner permitted by law. Such final disposition may include the commingling of the cremated remains with other cremated remains, and thereafter the cremated remains of the decedent will NOT be recoverable.

If the option selected for final disposition of the cremated remains include scattering, then the cremated remains will NOT be recoverable. If scattering is performed in a common area, then the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

Limitation of Liability

The obligations of ECA shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization Form. No warranties expressed or implied are made and damages shall be limited to the amount of the cremation fee.