



GRAND ARMY OF THE REPUBLIC CEMETERY

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RULES AND REGULATIONS



Approved By the American Legion Post #96 Executive Committee & GAR Cemetery Trustees

March 26, 2024, Edition

Grand Army of the Republic Cemetery

Rules and Regulations

INTRODUCTION & INDEX

The following Rules and Regulations are established for the benefit of the Grand Army of the Republic (GAR) Cemetery, the plot grantees, Cemetery visitors, and for the long-term care, preservation, and endowment of the Cemetery for generations to come. The GAR Cemetery Trustees may adopt new rules and regulations or amend existing rules for the benefit of the cemetery and its plot/owners/Grantees. Such additions or amendments shall be binding upon all parties without notice. Copies of the most current GAR Cemetery Rules and Regulations may be obtained at the Cemetery Office or the Cemetery Website (www.garcemetery.com). These rules are presented below in the following sections:

Section 1.0 - Cemetery Administration and General Provisions

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Section 5.0 - Interment

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Appendix A – Cemetery Forms

Veteran's burial and memorial benefits are available thru the GAR Cemetery. Contact the Cemetery Manager for more information or see the Veterans Administration website: www.va.gov. There are also links on the GAR Cemetery website.

In addition, note that all veterans are eligible to be buried at no cost to the family at the Mt. Tahoma National Cemetery in Kent Washington. The cemetery office is located at 18600 SE 240th St, Kent, WA. Phone number: 425-413-9618; website: <https://www.cem.va.gov/cems/nchp/tahoma.asp>.

1.0 Cemetery Administration and General Provisions

- 1.1) Rules and Regulations – The Earl Winehart Post #96 of the American Legion, a non-profit corporation hereinafter called Post 96, is the owner of the GAR Cemetery. The GAR Cemetery is a non-profit corporation, hereinafter called the GAR Cemetery and an enterprise of Post 96 responsible for the operation of the GAR Cemetery in accordance with the GAR Cemetery Constitution and the Constitution and bylaws of Post 96. These rules and regulations are established by the GAR Cemetery Board of Trustees and may be administratively amended without notice to its plot owners/Grantees by the GAR Cemetery Trustees when any rule is found to be detrimental to the best interest of the plot owners/Grantees, or when new conditions require the adoption of other or further regulations. When an amendment is made, a notice of amendment will be included in the next newsletter. Current rules and regulations will be posted on the GAR website and paper copies available at the cemetery office upon request. In the event of a conflict between the Post 96 Constitution and the GAR Constitution, the Post 96 Constitution shall take precedence. In the event of a conflict between the Post 96 Bylaws and these Rules and Regulations, the Post 96 Bylaws will take precedence.
- 1.2) GAR Cemetery Trustees - The GAR Cemetery Board of Trustees is made up of three (3) Post 96 members elected by the Post membership in accordance with the Post 96 Constitution and Bylaws. The GAR Cemetery Trustees meet monthly, or on other schedules so set by the GAR Cemetery Manager, Post 96 Commander and/or the GAR Cemetery Board of Trustees Chair. The Trustees shall periodically review and make recommendations regarding these Rules and Regulations as needed in accordance with the Post 96 Constitution and Bylaws and the GAR Cemetery Constitution.
- 1.3) Cemetery Manager – The Cemetery Manager position reports to the GAR Cemetery Trustees and is responsible for the coordination and management of the Cemetery’s day-to-day activities and arranging all GAR Cemetery business transactions.
- 1.4) GAR Cemetery Fees and Charges - All prices for burial plots, cremated remains sites, burial or cremation products, endowment care, markers, service fees, and other charges are recommended by the GAR Cemetery Manager and approved by the GAR Cemetery Trustees by majority vote. Please contact the Cemetery Office for a list of current Cemetery fees or visit our website.
- 1.5) Method of Payment – With the exception of headstone purchases, which can be paid 50% to retain a proof of the headstone. All sales shall be paid in full at the time arrangements are made in the form of cash, approved check, or credit cards acceptable to the GAR Cemetery.
- 1.6) Cemetery Hours - The Cemetery is open to the public seven days a week from 8:30 a.m. each morning and closes at 5:00 p.m. during winter and 8:00 p.m. during summer, or as otherwise determined and posted by the Cemetery Manager. The Cemetery Office is located inside the GAR Cemetery and is open 8:30 a.m. to 5:00 p.m., Monday through Friday (except holidays).
- 1.7) Cemetery Legal Holidays – New Year’s Day, Independence Day, Veterans Day, Thanksgiving Day, and Christmas Day.

- 1.8) Funerals Burials and Committals (Days and Hours Allowed) - Normal burial hours shall be restricted to weekdays between the hours of 9:00 a.m. and 4:00 p.m. The Cemetery recognizes that mitigating circumstances may arise necessitating a burial outside of normal hours. This can be arranged, subject to the availability of Cemetery staff. Overtime fees will be incurred if the burial is requested after 4:00 p.m. or on a Saturday/Sunday or holiday.
- 1.9) Acceptable Behavior - Visitors and the public are invited to utilize the Cemetery in a manner consistent with its purpose as a place of interment and as a memorial, subject to the following:
- a. The headstones and monuments on the premises shall not be handled, climbed upon, or otherwise mistreated.
 - b. No one shall move, repair, or otherwise alter any monument or headstone without written consent of the GAR Cemetery Manager.
 - c. No one shall deface or otherwise damage any monument or headstone.
 - d. Pets must always be on a leash. Animals are not allowed to defecate in any part of the Cemetery, pet owners must clean up after their pets and will be held liable for all clean up expenses if they do not do so.
 - e. Loud talking and distracting activities will be avoided within hearing distance of a funeral service.
 - f. Littering including wilted or dead flowers and any other refuse is prohibited on drives, paths, or any grounds or in any building.
 - g. It is forbidden for anyone visiting the Cemetery to pluck any flower, break any branch, remove any tree, or plant, or write upon, deface, or damage any memorial, fence, or other structures within the Cemetery.
 - h. No person will be permitted to peddle flowers or plants or to solicit the sale of any commodity or service within the Cemetery without written authorization from the Cemetery Staff.
- 1.10) Authority of Cemetery Staff - Cemetery staff are empowered to enforce all rules and regulations and to exclude from the Cemetery any person violating the same. Cemetery staff are responsible for the grounds and buildings. All persons in the Cemetery, including the conductors of funerals, traffic, employees, plot owners/grantees and visitors shall comply with this code and the directions of Cemetery staff.
- 1.11) Requests for an emergency waiver of these Rules and Regulations or any provision of these Rules and Regulations may be made to the Cemetery Manager, Cemetery Trustees, or their designee who shall have discretion to approve or deny the emergency waiver request. The emergency waiver request shall include payment for all additional expenses to the Cemetery for these services.

2.0 Definitions

The following terms and words are used throughout these Rules and Regulations and shall have the intended meaning as described below:

- 2.1) Addition – A grouping of lots designated by a common delineated geographical area within the Cemetery and part of a grave address following the format Addition-Block-Lot-Grave.
- 2.2) Border - The concrete edging around the marker to protect the marker from damage and to allow trimming around the marker.
- 2.3) Burial - The placement of human remains in a grave.
- 2.4) Cemetery – A place used and dedicated for cemetery purposes as allowed by RCW 68, herein the Cemetery is the Grand Army of the Republic Cemetery.
- 2.5) GAR Cemetery Trustee – One of (3) elected positions that comprise the governing board of the GAR Cemetery which oversees and provides direction for the GAR Cemetery in the operation of the Cemetery.
- 2.6) Cemetery Staff - Refers to GAR Cemetery employees that are assigned administrative and maintenance duties at the Cemetery.
- 2.7) Columbarium – A structure or other space containing niches for permanent inurnment of cremated remains.
- 2.8) Columbarium Niche – A space in a columbarium used or intended to be used for inurnment of cremated human remains.
- 2.9) Columbarium Niche Marker – The shutter or cover of a columbarium niche is a granite tablet that can be inscribed to serve as the memorial marker for the interred.
- 2.10) Committal - That part of a funeral service which places the remains of the deceased to his/her final resting place.
- 2.11) Cremated Remains - A human body after cremation in a crematory.
- 2.12) Customer – Any person purchasing a product, grave, niche, or service from the GAR Cemetery.
- 2.13) Disinterment – The removal of buried human remains or cremated remains from a grave or niche.
- 2.14) Flat Headstone – Memorial markers that remain flush with the ground.
- 2.15) Funeral Service – A memorial service for a deceased person.
- 2.16) Grave – A plot or niche intended for the earthly interment of human remains or inurnment of cremated remains.
- 2.17) Human Remains or Remains – The body of a deceased person includes the body in any stage of decomposition except cremated remains as otherwise defined by RCW 68.04.020.
- 2.18) Interment – The disposition of human remains by cremation and inurnment or by traditional burial in a place used or intended to be used and dedicated for cemetery purposes.
- 2.19) Inurnment - The disposition of cremated human remains within an urn.
- 2.20) Liner - A concrete, granite, or composite material container or vault that is buried in the ground to provide outer protection and into which human remains are placed in the burial process.

- 2.21) Lot – A grouping or row of graves designated by a commonly delineated geographical area within a Cemetery Section and part of a grave address following the format *Addition-Block-Lot-Grave*. Lot is also used interchangeably as “Row” of graves in the 9th Addition only.
- 2.22) Marker – A grave headstone, urn garden plaque, statue, memorial, or monument that is inscribed and intended to permanently mark a grave, a memorial tree, or to serve as a memorial marker.
- 2.23) Next of Kin – The living relative(s) or person most immediately related in the following general order of priority, i.e.: (a) Spouse or state registered domestic partner; (b) Children; (c) Parents; and (d) Brothers and Sisters.
- 2.24) Owner/Grantee of Internment rights -any person who is listed as the owner (Grantee) of a right of interment in the GAR Cemetery Office.
- 2.25) Open and Close - The term used for referring to the opening of a gravesite and closing of a gravesite after remains are placed.
- 2.26) Plot – A space of ground in the Cemetery used for, or intended to be used for, burial of human remains.
- 2.27) Pre-Need – A term referring to future needs in advance of death.
- 2.28) Pre-Need Payment Plan – A Cemetery operated payment plan to assist with pre-need arrangements. All Pre-need payment plans for GAR Cemetery are required to be on an automatic withdrawal basis.
- 2.29) Upright Headstone – A vertical above ground gravesite memorial marker.
- 2.30) Urn Liner - A concrete, granite, or composite material container that is buried in the ground and is not sealed to provide outer protection and into which cremated human remains are placed in the burial process.
- 2.31) Vault - A concrete, granite, or composite material container that is buried in the ground and sealed to provide outer protection and into which human remains are placed in the burial process.

3.0 Services Offered

- 3.1) Cemetery Price Schedule – The GAR Cemetery offers services and products as concurred by Post #96 (owner) and included on a GAR Cemetery Price Schedule established by a vote of trustees. Taxes apply as required per state law.
- 3.2) Payment – The Cemetery accepts payment in the form of cash, check, or credit card. Payment is expected at the time of purchase, no products will be ordered, or services scheduled until payment is received in full.
- 3.3) Pre-need Services – The GAR Cemetery offers a Pre-Need Service whereby the Cemetery Manager meets with clients to discuss their future needs in advance of death (*Pre-need*). The decisions made now give clients peace of mind by allowing them to make decisions calmly, responsibly, economically, and prudently in preparing a comprehensive and personalized Pre-

need Package. Ownership of the Pre-need products and contracts for the Pre-need services will be fully vested with the purchaser upon complete payment.

- 3.4) Pre-need Payment Plan – The GAR Cemetery does not offer a Pre-need payment plan at this time.
- 3.5) Administrative Service Fee – The Cemetery does not charge an Administrative Fee for the below services.
 - a. Plot or Niche Ownership/Grantee Transfer
 - b. Certificate of Interment Modification
 - c. Eligible Post 96 veteran interment benefit and its periodic renewal.
- 3.6) Plot Sales – The Cemetery offers graves or burial plots for the earthly entombment as traditional burials, as burials for children in the Children Garden, or as burials for cremated remains. The Grantee of a plot or plots is granted or conveyed only the right of interment of human remains and the right of installation of a memorial on each plot. Conditions of burials, second rights, rights of ownership/Grantee, and transfer of rights are detailed in Section 4. A portion of each plot sale will be deposited into an endowment care fund for the long-term care of the Cemetery.
- 3.7) Columbarium Niche Sales – The Cemetery offers above ground inurnment services in columbarium niches for the interment of cremated remains. Cremated remains are to be in a suitable urn and will be placed in the niche by Cemetery staff. Each niche is secured with a niche shutter/cover upon which an inscription may be inscribed denoting those interred in the niche.
- 3.8) Second Right Sales – Plots or graves, whether in the main cemetery area, Urn Garden, or Children’s Garden, along with Columbarium niches have second rights available. All second rights are interred as cremated remains and shall be entombed in an Urn Liner or through direct burial in an urn that meets the durability requirements of an urn burial vault. The terms and conditions governing assignment, sale, and transfer of second rights are detailed in *Section 4 - Plot/Grave Sales and Ownership/Grantee*. Second rights available for various interment sites are as follows:
 - a. Traditional Burial: 4 second rights
 - b. Urn Garden: 1 second right
 - c. Children’s Garden: 1 second right
 - d. Columbarium: 1 second right
- 3.9) Opening/Closing – Every interment, whether Traditional Burial, Urn Garden, Children’s Garden, or Columbarium, shall have an Opening and Closing service for the placement of interred remains.
- 3.10) Concrete Liners and Vaults – All traditional burials, those where remains are in a coffin, must be entombed in a concrete liner or vault. Urn burials, whether in the Urn Garden or as Second Right burial, must be entombed in an urn liner or the urn must meet the durability requirements of an urn burial vault.

- 3.11) Memorial and Marker Sales – The Cemetery offers the sales of Memorials and Markers, these include Headstones, Monuments, Grave Markers, Memorial Plaques, Memorial Trees, and Memorial Benches. Additional details regarding memorial and markers are included in *Section 6.0 - Memorials and Markers*.
- 3.12) Inspection Services – Every memorial or marker that comes into the Cemetery shall be inspected by Cemetery staff. The cost for inspection services is included in the sale price of memorials and markers sold by the Cemetery. Memorials and markers sold by vendors outside of the Cemetery will be charged an inspection service fee which is included in the placement fee.
- 3.13) Inscription Services – The Cemetery staff coordinates additional inscription services on headstones or markers for those who are jointly interred or jointly noted on a headstone. The service offers an on-site inscription service and off-site inscription service. An on-site inscription service entails the inscribing company to come to the Cemetery and inscribe the additional information onto the headstone or memorial while it is in place, this can be impacted by weather or how the headstone or memorial is placed. An off-site inscription service entails Cemetery Staff removing the headstone or marker, packaging it, and arranging for it to be picked up by the inscribing firm. When it is returned, Cemetery staff will inspect the headstone or memorial and reset it to its original location.
- 3.14) Headstone or Marker Setting or Resetting Services – The Cemetery offers headstone and monument removal, relocation, setting, and resetting services. Cemetery staff will note and record the condition of each headstone and marker prior to any movement or placement service.
- 3.15) Disinterment Services – Remains once interred in GAR Cemetery are considered permanently disposed of; removal from one grave to another within the Cemetery, or removal from GAR Cemetery to any other cemetery is strongly discouraged. However, when permitted or ordered by legal decree, Cemetery staff will disinter earthly entombment from both traditional burials and cremated burials; and disinter cremated remains from columbaria for a fee.

4.0 Plot Sales and Ownership/Grantee

- 4.1) Governing Law - Titles, Rights and Interest in Cemetery plots, graves and columbarium niches shall be governed by RCW Chapter 68.32 as now and hereafter amended.
- 4.2) Certificate of Interment – Upon full payment, the Cemetery will issue to the Grantee a Certificate of Interment that conveys only a right to be interred in the interment space (Cemetery plots, graves, and columbarium niches) and does not convey any real estate title to the Grantee.
- 4.3) Rights Attached to Certificate of Interment – The Certificate of Interment, and the rights vested therein, and the rights of the owner (Grantee), successor or assign are subject to these Cemetery Rules and Regulations. The graves, plots or niches shall be used for approved burial or interment purposes only.
- 4.4) Endowment Care – A percentage of each sale of cemetery plots, graves, and columbarium niches, including second rights thereof, will be deposited into an endowment care trust fund.

The Cemetery's endowment care trust fund is designed to ensure that there will be sufficient income available for the continued maintenance and upkeep of the cemetery, even when all the interment spaces are sold. The endowment care trust fund is operated in accordance with state laws and the Cemetery will preserve the principle. Funds set aside for the endowment care trust fund are exempt from taxation.

- 4.5) Right of Interment – The owner or grantee of a plot or plots is granted or conveyed only the right of interment of human remains and the right of installation of a memorial on each plot. The owner/grantee of the right of interment does not possess a fee interest or any other interest in the land itself.
- 4.6) Second Rights of Interment – The owner or grantee of a cemetery plot, grave, or columbarium niche has the right to give or deny permission to use the second rights in the owned cemetery plot, grave, or columbarium niche. These permissions will be established at the time of sale and recorded on the Certificate of Use. If the Grantee allows second rights but does not specify names of persons, the Cemetery will allow next-of-kin to be interred until all second rights are exercised. Permissions to second rights can be changed by the owner/grantee at a future date.
- 4.7) Transfer of Certificate of Use – The owner or grantee of cemetery plots, graves and columbarium niches has the right to sell and convey the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after it is recorded at the Cemetery and a new certificate of interment rights is issued to the new owner/grantee.
- 4.8) Bequeathment of Rights – Ownership of a cemetery plot, grave, or niche can be transferred to new owners/grantees by bequeathment through a will; however, rights only extend to interment and permissions for unused Second Rights. All interred spaces authorized by the original owner/grantee shall remain as assigned, unless so noted by will, power of attorney, or other legally binding form.
- 4.9) Next of Kin – The GAR Cemetery shall endeavor to determine the legal next of kin, but the Cemetery shall not be held responsible for failure to do so. Persons representing themselves as next of kin may be required to provide a notarized statement to this effect. The Cemetery shall not be responsible for activities authorized by persons falsely representing themselves as next of kin.

5.0 Interment Services

- 5.1) Acceptable Interments – The GAR Cemetery will only accept human remains for interment, the interment of animals or non-human remains is strictly prohibited.
- 5.2) Burial Permit - A burial permit from the Snohomish County Department of Health, or from the sending county or province, must be secured by the funeral home or person(s) making the arrangements before an interment will be permitted. The Cemetery shall not be responsible in any manner for securing any permit. Cremated remains must be properly labeled and accompanied by a cremation and disposition authorization form to the Cemetery to certify the identity of the cremated remains.

- 5.3) Interments Per Grave, plot, or Niche – The allowable interments per grave, plot, or niche space is as follows:
- a. Regular grave interments are designated for one traditional casket burial and a maximum of 4 cremated remains: or a maximum of 5 cremations.
 - b. Children’s Garden interments are designated for one traditional casket burial and a maximum of one cremated remains.
 - c. Cremation plots are designated for a maximum of two interments per plot.
 - d. Columbarium Niches allow for a maximum of two interments per niche.
- 5.4) Interment Agreements - When a plot, grave, or niche is jointly owned, authorization for interment will be granted to either owner/grantee, or their heirs (*next-of-kin*) as governed by the Right of Interment and RCW Chapter 68.32. Likewise, second rights can be assigned and recorded with the Cemetery office. The Cemetery may consider but has no obligation to honor any other agreement regarding the right of burial excluding bequeathments.
- 5.5) Funerals, Burials, and Committals - Funerals, burials, and committals at the Cemetery are always permitted by and under the control of the GAR Cemetery through its Cemetery staff. All plots, graves, and niches shall be opened and closed by Cemetery staff. If requested, the Cemetery Manager may allow deviation from the rule if consistent with a custom or religious ceremony. Interment services should be scheduled during the week between 9:00 am and 4:00 pm (M-F), interments scheduled outside these hours or on legal holidays will be at a premium.
- 5.6) Ceremony Accessories – The Cemetery offers accessories to support gatherings and ceremony of the interred, these accessories include canopies, artificial grass, lowering devices, tractors, and other equipment. These accessories shall be used exclusively for all interments, inurnments, and disinterment’s; use of outside accessories or equipment is not permitted.
- 5.7) Liners – All earthly entombments, whether traditional burial or cremated remains, shall incorporate the use of a concrete liner or vault specifically designed and manufactured for this purpose. The Cemetery offers concrete liners for sale. Alternatively, clients may procure a vault from a third party, but all purchased vaults must meet the Cemetery specifications and be inspected before use at the Cemetery.
- 5.8) Arrangements - All families, funeral homes, or designated representatives shall be required to complete an Interment Authorization form accepting responsibility and authorizing and designating the exact location of the plot for burial. Funeral directors, or designated representatives who sign on behalf of the family, accept financial responsibility and liability for any decisions or actions taken under their direction. Under no condition shall the Cemetery open a grave, plot, or niche without proper authorization.
- 5.9) Notice of Interment or Disinterment - The Cemetery must be notified at least two full business days before any interment so the plot or niche may be properly prepared, and at least one week’s notice shall be given prior to any disinterment. The Cemetery reserves the right to delay an interment or disinterment when scheduling conflicts occur.

- 5.10) Welfare Burials - A welfare burial is available if the plot is pre-owned by the deceased or applicant. Burials will follow the Department of Social and Health Services (DSHS) guidelines for the disposition of remains.
- 5.11) Disinterment - For disinterment of remains (including cremated remains), the applicant must have a written authorization from the closest living relative. Provisions concerning permission to remove remains shall be governed by State law in RCW Chapter 68.50 as now or hereafter amended.
- 5.12) Procedure for Disinterment's - Custody of disinterred remains is remanded to the responsible party at the time of disinterment. The GAR Cemetery is not responsible for the transfer of human remains out of the Cemetery.

The following shall be required by the Cemetery prior to any disinterment of remains:

- a. Signed affidavit(s) of all nearest of kin approving the disinterment or removal.
 - b. Signed approval of the plot Grantee or their lawful representative.
 - c. Disinterment permit from the Washington State Department of Health or writ from a Washington state court for removal from GAR Cemetery.
 - d. The desired plot must be selected and all charges for disinterment and re-interment, (if applicable), together with all other charges due to the GAR Cemetery, must be paid in full.
- 5.13) Removal Permit - Remains removed from other cemeteries and brought to GAR Cemetery for reinterment must be accompanied by the proper papers as prescribed by law.
 - 5.14) Liability. The Cemetery will exercise utmost care in making a disinterment, but assumes no liability for damage to any casket, vault, liner, grave box, or any other burial case in making the removal or disinterment.
 - 5.15) Outer Case Replacement. When, in the opinion of the Cemetery, a new outer burial container is needed, at the time of reinterment, following a disinterment, the person arranging for the removal, through the Cemetery, must provide it.
 - 5.16) Removal for Profit Prohibited. Removal, by the heirs, of any remains so that the plot may be sold for profit, is absolutely forbidden.

6.0 Memorials and Markers

- 6.1) The Cemetery allows the placement of memorials and markers to honor, remember, and commemorate the lives of friends and family members. Memorials and markers permitted in the Cemetery include:
 - a. Headstone
 - b. Memorial Marker
 - c. Memorial Tree with Marker
 - d. Memorial Bench

6.2) Headstone –

- a. Each traditional burial plot, Children’s Garden burial plot, or Cremation Burial Plot allows a headstone to identify and memorialize the original interred. The marker will be situated at the head of the grave.
- b. Cremation Burial Plots are limited to a Flat (or flush) Headstone, this is a memorial marker that will remain flush with the ground. A cremation plot flat headstone marker is restricted to a maximum size of 26-inches by 20-inches.
- c. Children’s Garden is limited to a Flat (or flush) Headstone, this is a memorial marker that will remain flush with the ground. A Children Garden flat headstone marker is restricted to a maximum size of 24-inches by 12-inches. Adjoining Children’s Garden plots can have a companion marker having a maximum size of 36-inches by 12-inches.
- d. 9th Additions, Blocks 2/3/4 lots 1-12 are limited to a Flat (or flush) Headstone, this is a memorial marker that will remain flush with the ground. A Flat Headstone marker is restricted to no more than 32-inches wide for a single marker, or 44-inches wide for a companion marker on a two-grave plot.
- e. Original, 1st, 2nd, 3rd, 4th, and 5th Additions (*commonly referred to as the “Old Section”*) – The Old Section can have either a Flat Headstone or Upright Headstone marker. A Flat Headstone marker is restricted to no more than 32-inches wide for a single marker, or 44-inches wide for a companion marker on a two-grave plot. Upright markers will not exceed a height of four feet six inches (54 inches) from ground level. Concrete borders at the front and back of an upright memorial can be a minimum of 2 inches, not to exceed 4 inches in width and on the sides.
- f. Each second right interred in a traditional burial plot, Children’s Garden burial plot, or Cremation Burial Plot is allowed a single Flat Memorial Marker.
- g. The Cemetery offers Flat Headstones and Upright Headstones for purchase, headstones not purchased through the Cemetery are subject to Inspection Service and installation fee.
- h. All headstones or monuments not purchased from a known vendor must be approved by Cemetery staff prior to installation.
- i. A scaled drawing of all upright markers must be submitted to the Cemetery for approval to ensure it conforms to Cemetery standards.

6.3) Columbarium Niche Marker

- a. Each columbarium niche is secured with a granite exterior shutter that can only be opened or closed by Cemetery staff.
- b. The columbarium niche shutter is available for inscription.
- c. Cemetery staff will remove columbarium niche shutter to allow inscribing for second rights.

6.4) Memorial Marker

- a. The Cemetery offers the placement of memorial markers at select locations; please see the Cemetery Manager for available locations.
 - b. Allowable sizes for memorial markers are 8-inches by 12-inches up to 16-inches by 28-inches.
 - c. Only Cemetery staff or approved memorial marker vendors are allowed to install memorial markers.
 - d. Memorial markers not purchased through the Cemetery are subject to Inspection Service and installation fees.
- 6.5) Memorial Tree
- a. The Cemetery offers the procurement and planting of memorial trees at select locations; please see the Cemetery Manager for available locations.
 - b. The Cemetery Manger must approve all trees for memorial planting.
- 6.6) Memorial Bench –
- a. The Cemetery offers the placement of memorial benches at select locations; please see the Cemetery Manager for available locations.
- 6.7) All permanent vases must be installed at the head of the grave space and be installed within a foundation of either granite or concrete. Upright vase installations for additional headstones/monuments placed below the head of the grave space will not be permitted.
- 6.8) Markers must be set level with and conforming to the slope of the lawn and placed in line with adjacent stones to present a uniform appearance. The Cemetery reserves the right to inspect all markers/memorials after installation and to require or make changes if improperly set.
- 6.9) Only flush memorials are allowed to mark cremated remains inurned on an occupied grave space when the first interments are already marked with a headstone. The marker shall be placed adjacent to the existing marker and directly over the inurned cremated remains.
- 6.10) Marker setting and on-site engraving shall be scheduled with the Cemetery Manager and be performed during normal business hours; arrangements are to be made at least one working day prior to the work being done. The GAR Cemetery reserves the right to remove any marker which was set or engraved without permission and does not conform to the standards set forth in these rules and regulations.
- 6.11) Approved headstones and markers are the property of the grantee, heirs, or assigns. Once the installation is approved by the GAR Cemetery, they are not moved, removed, or altered by the GAR Cemetery without the permission of the grantee, heirs or assigns. Maintenance and cleaning of installed headstones and markers is the primary responsibility of the grantee, heirs, or assigns. GAR Cemetery does not bind itself to maintain, repair, or replace any markers or monumental structures erected upon the plot which are lost or damaged due to weather, age, vandalism, or normal maintenance. The GAR Cemetery will endeavor to see that the headstone remains in good condition.
- 6.12) The Cemetery will make available for purchase: monuments, headstones, and markers. Marker setting fees must be paid prior to the setting.

7.0 Maintenance and Landscape Regulations

- 7.1) Standard of Care - The Cemetery staff has the responsibility for maintaining the GAR Cemetery's current and future landscape quality and serenity. At GAR Cemetery, care means that each gravesite, the cemetery grounds, trees, shrubs, and roads will be maintained with the same exacting care that has been provided over the past century. This maintenance also includes preserving the existing landscape by keeping out invasive weeds, grasses, and plant species. To that extent, the Cemetery reserves the right to regulate the method of decorating plots so that a uniform beauty throughout the Cemetery may be maintained. At the point in time in the future when the Cemetery is no longer active then, the endowment care fund will assume responsibility for Cemetery maintenance.
- 7.2) The Cemetery is responsible for all grounds and landscape maintenance activities at the Cemetery. The Cemetery will perform all ground and landscape maintenance activities with GAR Cemetery employees. The Cemetery may also hire outside contractors and utilize volunteers to perform ground and landscape maintenance activities.
- 7.3) Allowed Visitor Activities – The Cemetery allows the following activities regarding placement of flowers, wreaths, and other graveside decorations:
- a. Cut flowers and bouquets are allowed year-round.
 - b. Artificial flowers and decorations are allowed from November 1 to March 30.
 - c. Hooked poles for hanging flower baskets are allowed, subject to approval by Cemetery Manager. GAR Cemetery reserves the right to remove hooked poles if no flower basket is hanging or flowers are in disrepair. Contact the Cemetery Caretaker for return of hooked pole.
 - d. Any items placed improperly or without permission shall be removed.
 - e. GAR Cemetery is not responsible for damage to or theft of cut flowers, potted plants, displays, or containers. Anyone leaving such articles in the Cemetery does so at his/her own risk.
 - f. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles upon plots is not permitted.
 - g. The Cemetery is not responsible for plants, plantings, flowers or displays of any kind that become damaged by the elements, thieves, vandals, Deer, or by other causes beyond the Cemetery's control.
 - h. The Cemetery reserves the authority to remove floral designs, flowers, shrubs, plants, or herbage of any kind from the Cemetery if deemed dangerous, detrimental, diseased, or if the displays become unsightly and do not conform to Cemetery standard of care. The Cemetery shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached.
- 7.4) Only Cemetery staff shall trim, prune, or remove any part of trees or shrubs in the Cemetery. If any tree or shrub becomes detrimental, dangerous, or objectionable to the adjacent plots, walks, or avenues, or the Cemetery is, in the judgement of cemetery staff, unable to maintain

the grounds, the Cemetery shall have the right to remove the tree(s), or shrub(s), or any part(s) thereof as it may see fit.

- 7.5) No plot or grave shall be defined by fence, railing, hedge or by any other unauthorized memorial or planting.

Appendix A – Cemetery Forms

Form No.	Form Name
GAR 01	Cemetery Right of Interment (ROI)
GAR 02	Permission to Disinter/Reinter
GAR 03	Transfer of Plot Ownership/Grantee
GAR 04	Heirs Affidavit
GAR 05	Legion Post #96 Benefits