

## **BURIAL AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the  
PA STATE PET MEMORIAL & CEMETERY, located at 210 Andersontown Road,  
Mechanicsburg, PA, 17055 (hereinafter "PA State Pet Memorial") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Pet Owner") whose current address  
is \_\_\_\_\_.

### **WITNESSETH:**

This Agreement sets forth the terms and conditions under which the remains of \_\_\_\_\_, deceased pet of the Pet Owner (hereinafter "Remains"), shall be buried in the pet cemetery (hereinafter "Cemetery") operated by PA State Pet Memorial & Cemetery.

For good and sufficient mutual considerations an intending to be legally bound, the Pet Owner and PA State Pet Memorial agree as follows:

#### **Burial and Maintenance Services.**

PA State Pet Memorial shall inter the Remains in Section \_\_\_\_\_, Lot \_\_\_\_\_ of the Cemetery and shall provide burial services, erection and maintenance of markers and monuments where permitted, continual care of the lot, and general maintenance of the Cemetery.

The continual care and general maintenance to be provided by PA State Pet Memorial shall include the mowing of grass, trimming around the edges of markers or monuments, and disposal of grave decorations as set forth in Paragraph 13-b of this Agreement. PA State Pet Memorial guarantees to cover the cost of repair or replacement with regard to any damage caused by its personnel or maintenance equipment. PA State Pet Memorial is not responsible for damage caused by acts of God, nature, or vandalism.

#### **Fee Information.**

a. One-time Fee. There is a one-time fee (hereinafter "Fee") of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_\_) to be paid by the Pet Owner to PA State Pet Memorial for Pet Owner's right to receive the services to be performed by PA State Pet Memorial under Paragraph 1, above.

b. When Payment Due. The Fee shall become payable in full at the time of the pet's interment. Markers, monuments and all "special order" accessories must be paid for in full before they can be ordered.

c. Continual Care and Maintenance Account. PA State Pet Memorial shall deposit \$\_\_\_\_\_ of the Fee in an interest-bearing account insured by the Federal Deposit Insurance Corporation (hereinafter "Account") at a bank to be used to provide funds for the continual care of the Lot and the general maintenance of the Cemetery. Until the Account is of

a sufficient amount to provide for the continual care and general Maintenance expense, PA State Pet Memorial shall bear the costs of the care and maintenance services.

d. **Nonpayment of Fee.** If the Pet Owner fails to pay, in full, any fees due and owing to PA State Pet Memorial within ten (10) calendar days of receipt of a written notice of default from Memorial Gardens, all rights of Pet Owner under this Agreement shall terminate and PA State Pet Memorial shall have no further liability ever to Pet Owner. At that time, and any time thereafter, PA State Pet Memorial shall have the right to remove the Remains and dispose of them as it sees fit. The failure of PA State Pet Memorial to assert any of its rights against Pet Owner upon nonpayment shall not be deemed a waiver of such rights.

**Issuance of Certificate.**

PA State Pet Memorial shall mail to Pet Owner a Certificate of Burial upon completion of burial, burial services, erection of markers or memorials, and any other services to be provided by PA State Pet Memorial to Pet Owner at the time of interment.

**Nonperformance.**

If, for any reason, PA State Pet Memorial is unable to grant the rights or perform the services for Pet Owner as set forth in this Agreement, then, provided Pet Owner is not in default hereunder, Pet Owner's sole remedy shall be to terminate this Agreement. At that time, PA State Pet Memorial shall return without interest, and this Agreement shall thereupon become canceled, null and void, and PA State Pet Memorial shall have no further liability whatsoever to Pet Owner.

**Assignment.**

Pet Owner shall not sell, assign or transfer, in any manner whatsoever, this Agreement or any right, or interest of Pet Owner herein. Upon the death of a current Pet Owner, PA State Pet Memorial may, at its discretion, permit the legal representatives of one or more of the adult distributees of the deceased Owner to exercise the unused portion of the deceased Pet Owner's rights under this Agreement. Subject to this provision prohibiting such sale, assignment or transfer by Pet Owner, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Entire Agreement.**

This writing contains the entire agreement between the parties, and no agent, representative, or officer of either of the parties hereto has the authority to make or has made any statements, agreements, or representations, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions set forth herein. No dealing between the parties or customer shall be permitted to contradict, vary, add to or modify the terms hereof. PA State Pet Memorial is not responsible for liable for any agreement, condition or stipulation not specifically set forth herein relating to or affecting the services to be provided to Pet Owner. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

**Captions or Headings.**

The captions or headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this agreement.

**Applicable Law.**

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

### **Agency.**

Any action herein required to be taken by PA State Pet Memorial may instead be taken by any authorized agent of PA State Pet Memorial.

### **Change of address.**

It is important and necessary that PA State Pet Memorial be notified immediately of any change in address of a Pet Owner for PA State Pet Memorial is not responsible for any consequences resulting from the failure of mail to reach a Pet Owner.

### **Grave Relocation.**

Notwithstanding anything to the contrary in the foregoing, PA State Pet Memorial or any person delegated by PA State Pet Memorial may cause to be removed any grave or graves in the Memorial Gardens to any other lot in the Memorial Gardens having a value equal to the value of the lot vacated whenever PA State Pet Memorial is advised by counsel that such removal is necessary to comply with any statute, ruling, ordinance, or regulation of any government body or any other legally binding requirement, or if PA State Pet Memorial, at its discretion, determines that such removal is in the best interests of PA State Pet Memorial.

### **Notices.**

All notices, demands and requests that may be or are required to be given by either party hereto to the other shall be in writing and shall be deemed to have been sufficiently given if deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed to the addresses stated at the beginning of this Agreement or to such other address as such party may have fixed by subsequent written notice to PA State Pet Memorial. Notices mailed as aforesaid shall be deemed received two(2) business days after the date of mailing hereof.

### **Rules and Regulations.**

PA State Pet Memorial has endeavored to provide a beautiful cemetery for the burial of pet animals. The Rules and Regulation set forth below are to be observed by all patrons of the Memorial Gardens so that the last resting place of such patron's beloved pets will always be beautiful and pleasant to look upon.

### **Burial and/or Lot Restrictions.**

- 1). Interment containers. All interments, with the exception of Country Burials, must be made in caskets or burial urns.
- 2). Source of burial instrumentalities. All caskets, burial urns, commercial markers, monuments and frames must be purchased through PA State Pet Memorial. Any personally designed or constructed markers or monuments must be approved by PA State Pet Memorial before being placed on a grave site. Such personally designed or constructed markers or monuments shall be subject to an additional fee for the provision of a foundation for any installation of such marker or monuments, such work solely to be done by authorized representation of PA State Pet Memorial. This additional fee shall be as fixed from time to time by PA State Pet Memorial.
- 3). Borders. No iron rods, chains, fencing, railings or other borders around individual lots are permitted.
- 4). Labor. Burial, burial services, erection and maintenance of markers and monuments will be done solely by authorized representatives of PA State Pet Memorial.
- 5). Markers and monuments. All lots will be identified by a metal marker at the time of interment. Other markers or monuments are not permitted on Country Garden or Urn Garden Lots. Markers or monuments are optional on Living Memorial Lots and Garden of Gentle Giant lots; all other lots must have a monument erected thereon by the Pet Owner within a period of one (1) year from the date of interment.
- 6). Lot and monument size. Lots vary in size depending upon the Garden in which they are located and the size of the casket used for interment. Monuments must not exceed twenty-four (24) inches in width on large lots and eighteen (18) inches in width on small lots unless more than one lot is involved.

7). Family burial lots. A Pet Owner must make advance arrangements through PA State Pet Memorial's office in order to obtain family burial lots.

### **Grave Decorations.**

1). Live decoration. With the exception of the Urn and Country Gardens, live grave decorations are encouraged, but are limited to cut or potted flowers which may be placed on the Lot surface. When these decorations wilt or lose their beauty, PA State Pet Memorial reserves the right to remove them.

2). Artificial and holiday decorations. With the exception of the urn and Country Gardens, artificial decorations, such as winter decorations or holiday sprays, are encouraged. Artificial decorations that become faded or shabby due to weathering or that interfere with regular maintenance will be removed at PA State Pet Memorial's discretion. Pet Owners who wish to have artificial floral decorations replaced on the lot after regular maintenance may opt to pay a special care fee annually which would permit such artificial decorations to remain on the lot throughout the year. A metal identification tag will be affixed to the decoration upon payment of this fee. When wind or maintenance personnel remove the decorations temporarily, the identification tag will enable PA State Pet Memorial to return them to their proper locations.

### **Memorial Trees.**

The Pet Owner shall not decorate any Memorial Tree located on Pet Owner's lot. Live or artificial decorations may be placed by a monument or under the tree. If the Memorial Tree should die, a four (4) to five (5) foot replacement tree will be planted by authorized representatives of PA State Pet Memorial at no cost to the Pet Owner.

### **Visitation and Visitor's Responsibilities.**

1). Pets. Pets may be brought to the grounds of PA State Pet Memorial adjoining the Memorial Gardens; however, all dogs must be on a leash. No pets are allowed in the Cemetery. The kind cooperation of everyone is invited to prevent damage to the landscaping including, but not limited to, damage from dogs urinating on markers, flowers, shrubs, trees, and fencing.

2). Trash disposal. Receptacles are provided for waste material, and visitors and Pet Owners are asked to cooperate so that unsightly debris will not be left on the walks.

3). Visiting hours. Visiting hours shall be one hour after sunrise until one hour before sunset, seven days a week.

4). Walk areas. Visitors and Pet Owners are not to walk on any lot being used by another.

### **Violation of Rules or Regulations.**

1). Notice. Should the Pet Owner violate any of the Rules and Regulations contained in this Agreement, the Pet Owner shall be given twenty (20) calendar days in which to correct the violation(s) of said Rules and Regulations. PA State Pet Memorial shall mail a Notice of Default to the Pet Owner at his or her last known address appearing in PA State Pet Memorial's records.

2). Non-Compliance. In the event of non-timely compliance with such notice, PA State Pet Memorial reserves the right to terminate all rights of the Pet Owner under this Agreement. Should PA State Pet Memorial exercise such right, PA State Pet Memorial shall have the right to remove the Remains from the lot, dispose of the remains as it sees fit and use the lot for any other lawful purpose without incurring liability to the Pet Owner for the same. The failure of PA State Pet Memorial to assert any of its rights upon any such non-timely compliance shall not be deemed a waiver of any such rights.

### **Amendment of Rules and Regulations.**

These rules and Regulations may be amended at any time in whole or in part by PA State Pet Memorial without notice to Pet Owner or to any other person. Such amendments shall have the same force and effect as though they had been adopted prior to the time the use of the lot was obtained. Notice of any amendment will be posted in PA State Pet Memorial's office on the day which PA State Pet Memorial executes the amendment.

IN WITNESS WHEREOF, the parties intending to be legally bound hereto have executed this Agreement the day and year first above written.

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PA STATE PET MEMORIAL & CEMETERY REPRESENTATIVE

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PET OWNER