

RULES AND REGULATIONS

Catholic Cemeteries Department

Archdiocese of San Francisco

Holy Cross Cemetery, Colma

Holy Cross Cemetery, Menlo Park

Mount Olivet Cemetery, San Rafael

Our Lady of the Pillar, Half Moon Bay

Pilarcitos Cemetery, Half Moon Bay

St. Anthony Cemetery, Pescadero

St. Mary Magdalene Cemetery, Bolinas

Tomales Catholic Cemetery, Tomales

Adopted as of August 2016

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Preamble

Ever since the sacred body of our crucified Saviour was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ with an atmosphere of deep Christian faith and profound reverence. In the Mass of Christian Burial, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the Body, the Communion of Saints, and life everlasting; but as a further seal and symbol of that faith she sets apart and solemnly blesses the cemetery in which the bodies of her faithful departed await the day of Resurrection.

Formal Adoption and Subjection

For the mutual protection and benefit of plot, crypt and niche holders (hereinafter referred to as lot holders) in the cemeteries of the Cemetery Department of the Archdiocese of San Francisco, the Director of Cemeteries (under the auspices of the Most Reverend Archbishop of the Archdiocese of San Francisco) hereby adopts the following rules and regulations. Further authority to develop and implement these rules and regulations is expressly granted by the California Health and Safety Code, Sections 8300 through 8309. All lot holders and persons within the Cemeteries, and all lots, shall be subject to said rules and regulations and such amendments or alterations thereof or additions thereto as shall be adopted by the Director of Cemeteries from time to time. Any reference to these rules and regulations in the document conveying the right of interment (contract) shall have the same force and effect as if set forth in full therein.

The Cemetery Department through its Management reserves the right, without notice, to make temporary exceptions, suspensions, or modifications of any of these rules and regulations, when, in its judgment, the same appears advisable, and such temporary exception, suspension, or modification shall in no way be considered as affecting the general application of such rules and regulations.

The Cemetery Department, through its Management, reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these rules and regulations or any part thereof, or to adopt any new rule or regulation with respect to its cemeteries or anything pertaining thereto.

In all matters not specifically covered by these rules and regulations, the Management reserves the right to do anything which in its judgment is deemed reasonable on the premises, and such determination shall be binding upon the lot holder and all parties concerned.

Definitions

ARCHBISHOP OF SAN FRANCISCO: The Roman Catholic Archbishop of San Francisco, a Corporation Sole.

BURIAL PERMIT: (Permit for Disposition of Human Remains): A form, issued by the Registrar of the Health Department in the county in which the deceased expired, authorizing interment in a cemetery. This form **MUST** accompany the deceased to the cemetery. (Calif. Health & Safety Code Sections 10375, 10378)

CEMETERY: All of the property designated by the Roman Catholic Archbishop of San Francisco as suitable for the burial, entombment or inurnment of human remains.

CHRISTIAN BURIAL CERTIFICATE: Written authorization by a Roman Catholic Priest, Deacon or Cemetery Director authorizing interment in a Catholic Cemetery.

COMMITTAL SERVICE: That portion of the funeral service committing the body to its final resting place at the cemetery.

CONTRACT/SALES AGREEMENT: The written agreement between the Cemetery and another party for goods and/or services, and includes these Rules and Regulations.

COPING: A small concrete or stone curb (or wall) which surrounds and defines a plot.

CREMATED REMAINS: See "Human Cremated Remains".

CREMATION: The process of reducing a human body by incineration.

CREMATORY: A building, housing a retort (incineration chamber), used for cremation.

CRYPT: A space in a concrete building specifically designed to entomb human remains.

DEED/CERTIFICATE: The document granting only the right of interment and not a conveyance of any ownership or tenancy. It does not convey any ownership or other interest in the grave(s), crypt(s) or niche(s) to which it refers.

ENDOWMENT CARE: That general care and upkeep of the cemeteries as defined herein and shall include the use of both general and special care funds.

ENTOMBMENT: Interment in a crypt.

GARDEN CRYPT/COURT: A building that contains outdoor crypts.

GRAVE: A space of ground in a cemetery used, or intended to be used, for the burial of human remains.

GRAVE BOX: The outer burial container, in which the casket or urn is placed, providing some protection from the surrounding elements.

HUMAN REMAINS: The body of a deceased person.

HUMAN CREMATED REMAINS: A human body of reduced state by the process of incineration.

INTERMENT: Final disposition of human remains by burial in the ground, entombment or inurnment.

INURNMENT: Interment of human cremated remains (urn) in a niche.

LOT: This term includes Crypt, Grave, Plot or Niche.

MANAGEMENT/CEMETERY AUTHORITY: The person(s) duly appointed by the ORDINARY of the Archdiocese of San Francisco for the purpose of conducting and administering the cemeteries owned and operated by the Archbishop of San Francisco.

MAUSOLEUM: A building that houses indoor crypts.

MEMORIAL: Shall include monument, tombstone, headstone, grave marker, tablet, bench, bronze scroll or inscription on crypt *or* niche front(s) for the deceased.

NICHE: A space in a mausoleum, garden crypt, columbarium or feature designed specifically for the inurnment of human cremated remains.

PLOT: An area within the cemetery which shall include two or more adjoining graves recorded to an individual or family.

RECORDED OWNER/LOT HOLDER: Person(s) who have secured interment rights through contract with the cemetery.

SHUTTER: The outer (removable) covering of a crypt or niche, usually made of marble, granite or glass. The inscription is usually placed on the shutter.

URN: A receptacle for the encasement of human cremated remains.

VAULT: A sealed grave box, made of various materials, that affords additional casket protection.

General Use and Supervision of the Cemetery

3.1 ADMISSION TO CEMETERY(IES)

- a) The Management reserves the right to refuse admission to any Cemetery and to refuse the use of any Cemetery equipment or facilities at any time to any person or persons, as the rules, judgment, and tradition may dictate.
- b) Persons violating these rules or otherwise violating the quiet and peaceful nature of the cemetery will be asked to leave the property. Failure to leave when asked will be cause to have the Police remove the violator(s) from the Cemetery as "*persona non grata*" on private property.

3.2 USE OF CEMETERY(IES)

- a) VISITORS: Visitors within any Cemetery shall use only the avenues, roads and walks, unless it is necessary to walk on the grass (where applicable) to gain access to one's lot. The Management expressly disclaims liability for any injuries sustained by anyone violating this rule.
- b) TRESPASSERS: Only the lot holder and his/her relatives or friends shall be permitted on a lot in any Cemetery. Any other person thereon shall be considered a trespasser. The Management shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonable safe condition.
- c) CHILDREN: Children must *be* accompanied by a parent or other responsible individual.
- d) ANIMALS: All animals in the Cemetery must be on a leash and under the control of their owner. All animals must remain on cemetery roads. No animals are allowed in any of the cemetery buildings with the exception of guide dogs for the visually impaired. All owners are responsible for cleaning up after their animals. The Management reserves the right to refuse admission of animals to any Cemetery.
- e) LAWNS: Lawns shall not be disturbed for any purpose except under the supervision of the Management.
- f) VEHICLES: Automobiles, funeral cars, trucks, motorcycles and bicycles must be kept under control at all times, and must observe posted speed limits. At no time shall such vehicles drive through the gates or within any Cemetery at a speed in excess of 15 miles per hour. The Cemetery grounds are not to be used for driver-training purposes. The use of vehicles, moving or parked, is restricted to paved roadways only, unless specifically approved otherwise by the Cemetery Management. Abandoned vehicles (those left on the cemetery grounds for more than 24 hours without management approval) shall be towed away at the owner's expense.

- g) BICYCLES AND MOTORCYCLES: The Management reserves the right to refuse admission of bicycles or motorcycles to any Cemetery.

3.3 CONDUCT WITHIN THE CEMETERY(IES)

- a) The Cemetery is the sacred resting place of our relatives and friends. Your fitting behavior and cooperation are expected. "Excessive noise or consumption of alcoholic beverages are NOT allowed." See *Rule 3.1b regarding enforcement*.
- b) Conduct which interferes with the rights of others or which, in the opinion of management, detracts from the operation of the cemetery is prohibited.
- c) All vehicles will be driven and parked in a safe and courteous manner.
- d) Throwing or dumping of rubbish within any cemetery, or their buildings, is prohibited. Receptacles for waste materials are located at convenient intervals.
- e) No one shall pluck any flower, or break any branches, or remove, injure, or cut any tree, plant, or shrub without specific permission of the Management.
- f) No one will be permitted to peddle flowers, plants, or any other articles or items, or to solicit the sale of any commodity whatsoever within any cemetery.
- g) No signs, notices, or advertising of any kind shall be allowed within any cemetery except those placed by the Management.
- h) The Management reserves the right to forbid and prevent assemblages, which it deems improper.
- i) The Cemetery Management reserves the right to remove any person(s) from the cemetery after posted hours or for cause.

3.4 OUTSIDE WORKERS

- a) The Management reserves, and shall have, the right to give (or deny) authorization to any workers, other than employees of the cemetery, before they may perform work in any cemetery. Lot holders may have certain work done in accordance with these Rules and Regulations at their own expense upon application to the Management; prices to be agreed upon and paid before said work is started.
- b) All Outside Workers shall comply with all laws and these Rules and Regulations. Failure to comply shall result in expulsion from the cemetery.

- c) Liability Insurance and Bonding: All Outside Workers must maintain “at least” \$2,000,000.00 (combined single limit for each occurrence) in bodily injury, liability and property damage insurance. The policy(s) shall include an endorsement naming the Archdiocese and its officers, agents and employees as additional named insured. Performance (surety) bonds may be required at the discretion of the Management before work is begun on some projects.

3.5 CEMETERY DAYS AND HOURS OF OPERATION; HOLIDAYS

- a) The Management shall have the right to set or amend the opening and closing hours and days of each cemetery, cemetery office, and all buildings. There are no burials or administrative activities on Sunday or the following legal holidays, unless mandated by law (civil or church):

New Year’s Day	Martin Luther King, Jr. Day	Presidents’ Day
Memorial Day*	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Christmas Day

* = Office open/no burials

- b) **HOLY CROSS CEMETERY, COLMA:** VISITATION: The gates are open from 8:00AM to sunset daily. All Saints’ Mausoleum and Holy Cross Mausoleum are open from 9:00AM to 4:00PM daily. OFFICE: Hours are 8:30AM to 5:00PM Monday through Saturday. BURIAL: Monday through Friday, 10:00AM to 3:00PM; Saturday 10:00AM to 3:00PM by special arrangement. (see 4.2)
- c) **MT. OLIVET CEMETERY, SAN RAFAEL:** VISITATION: The gates are open from 8:30AM to 5:00PM daily. OFFICE: Hours are 9:00AM to 4:00PM Monday through Friday. BURIAL: Monday through Friday, 10:00AM to 3:00PM; Saturday by special arrangement.
- d) **HOLY CROSS CEMETERY, MENLO PARK:** VISITATION: The gates are open from 9:00AM to 5:00PM daily. OFFICE: Monday through Friday BY APPOINTMENT ONLY. BURIAL: Monday through Friday, 10:00AM to 3:00PM. Burial on Saturday only by special arrangements.
- e) **OUR LADY OF THE PILLAR CEMETERY, HALF MOON BAY; ST. ANTHONY CEMETERY, PESCADERO; ST. MARY MAGDALENE CEMETERY BOLINAS; TOMALES CATHOLIC CEMETERY:** VISITATION: The cemeteries are open for visitation from 9:00AM to 5:00PM daily. OFFICE: Monday through Friday BY APPOINTMENT ONLY. BURIAL: Monday through Friday, 10:00AM to 3:00PM. Burial on Saturday only by special arrangements.
- f) **PILARCITOS CEMETERY, HALF MOON BAY:** VISITATION: The cemetery is open for visitation from 9:00AM to 5:00PM daily. The cemetery is no longer open for burials.

3.6 EMPLOYEES

- a) Employees will be civil and courteous to all visitors and each other.
- b) Cemetery employees are not permitted to perform any work for lot holders except upon the order of the Management.
- c) Cemetery employees shall not accept any fee, gratuity or commission (directly or indirectly), except those given by the Cemetery Department.
- d) The statement of any Cemetery employee shall not be binding upon the Management, except as such statement coincides with the document conveying the right of interment, and with these rules and regulations.

3.7 SUPERVISION OF FUNERALS

- a) All funerals, upon arrival at the cemetery, shall be under the exclusive supervision and sole direction of the Cemetery Management.

3.8 OPENING OF CASKET ON CEMETERY PROPERTY

- a) While at the Cemetery, the casket may be opened ONLY by the Funeral Director upon the request of the legal custodian of the remains. A casket may only be opened in an “enclosed restricted area” designated by the Management, and with Cemetery personnel present.
- b) Removal of personal items from the casket or urn requires a Release Form signed by the legal custodian of the remains (or their delegated Funeral Director) and may be done only by the Funeral Director with Cemetery Management present.

3.9 AUTHORIZATION FOR, OR REMOVAL OF IMPROVEMENTS

- a) All monuments, inscriptions, designs and improvements are subject to the written approval of the Management.
- b) The Management reserves the right to remove, without notice, any unauthorized improvements or any improvement, which has become dangerous, dilapidated or unsightly.
- c) Grading, planting and landscaping are strictly regulated. Refer to “Section 6” regarding these restrictions.

3.10 RIGHT TO REPLOT AND EASEMENTS

- a) The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for disposal or interment of human remains, or other cemetery purpose:
 - 1) To resurvey, enlarge, diminish, replot, alter in shape or size or otherwise to change all or any part or portion of any cemetery.
 - 2) To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks, or drives, provided ingress and egress to and from any lot is preserved or is allocated to any lot holder.

- b) The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time:
 - 1) Easements and rights of way over and through all of the premises of any cemetery for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric, or communications line, or for any other cemetery purpose.
 - 2) Easements and rights of way over and through all of the premises of any cemetery for the purpose of repairing or replacing cracked broken or defective vault or box lids.

3.11 LOSS OR DAMAGE

- a) The management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage by an act of God, the elements, earthquakes, war or common enemy, riots, thieves, vandals, strikers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Management, whether the damage be direct or collateral.

- b) "Emergency Conditions": Any loss or damage as described above, which constitutes an immediate threat to the public's Health and Safety, shall be handled by Management as an "Emergency Situation". In such cases, Management shall be obligated to take immediate action to correct the danger to the public's health and safety. This action shall supersede any other requirement, including written notice as specified in 3.11 c) below.

- c) In the event it becomes necessary to reconstruct or repair any section of a lot or any portion or portions thereof in any cemetery, which has been damaged by such (3.11a) causes, the Management shall give 10-day written notice (mailed to the lot holder at the address as stated on the books of the Cemetery) of the necessity for such repair to the lot holder of record. In the event the lot holder fails to repair the damage within a reasonable time, the Management may direct

that the repairs be made and charge the expense against the lot and to the lot holder of record.

- d) Many people visit the Cemetery each year. Because the Cemetery is open to the public, it is impossible to control the activity of every visitor. MANAGEMENT REGRETS IT CANNOT GUARANTEE THE PREVENTION OF THEFT OR DAMAGE TO ANY FLOWER ARRANGEMENT OR OTHER DECORATIONS.
- e) Do not leave valuables in any vehicle! MANAGEMENT REGRETS IT CANNOT GUARANTEE, NOR SHALL IT BE LIABLE FOR, THE PREVENTION OF THEFT OF ANY VALUABLES FROM ANY VEHICLE OR DAMAGE THERETO (locked or unlocked).

3.12 SECURITY

- a) The Management shall have the right to maintain guards if, in its discretion, it deems it necessary, but is under no legal obligation to do so.

3.13 LAWS AND REGULATIONS

- a) Besides being subject to these Rules and Regulations, all transactions and procedures shall be subject to the orders and laws of the properly constituted authorities of the city, county, state and federal government including the Regulations of the Department of Health. All transactions and procedures shall also be subject to the orders and laws of the Archdiocese of San Francisco, and the Roman Catholic Church.

Interments and Disinterments

4.1 REQUIREMENTS

- a) No deceased person shall be interred who is not entitled to interment in a Catholic Cemetery under the laws and regulations of the Roman Catholic Church as administered and determined by the Ordinary of the Archdiocese of San Francisco.
- b) The interment of remains is restricted to that of human remains only.
- c) Interment shall be made in the Cemetery ONLY upon presentation of a Christian Burial Certificate and California Permit for Disposition of Human Remains.
- d) All disinterments from or within the Cemetery are subject to the laws of the State of California and the laws of the Roman Catholic Church; written approval is required from the Director or General Manager of the Cemetery Department. See Sections 4.3 and 4.12 for other requirements.

4.2 ARRANGEMENTS FOR INTERMENTS

- a) ADVANCE NOTICE: Arrangements for interment should be made with the Cemetery office, at least 48 hours before the requested time of interment
- b) ORDERS GIVEN BY TELEPHONE: The Cemetery Management and its employees shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.
- c) HOLIDAYS: Arrangements for interment shall not be made in the cemeteries on Sundays or holidays. (See Rule 3.5)

4.3 AUTHORIZATION TO INTER OR DISINTER

- a) The authorization to inter or disinter shall be signed at the cemetery office by the legal custodian of the human remains. Written authorization for interment, or disinterment, will also be required from the "Recorded Owner" of the lot, or their heirs according to the law. Facsimiles may be used as temporary authorizations, pending arrival of the original signed document(s).
- b) A properly signed "Christian Burial Certificate" is required for burial in the Catholic Cemeteries.
- c) The cemeteries are intended for the interment of Catholics who are entitled to Christian burial according to the rules and discipline of the Roman Catholic

Church. No deceased person shall be interred in any lot who is not entitled to interment in a Catholic Cemetery under the laws of the Roman Catholic Church as administered and determined by the Archdiocese of San Francisco.

- d) Human remains shipped into the State of California (deceased died outside Calif.) for purposes of interment in a Catholic Cemetery, MUST have a California "Burial Permit" approved by the Health Department in the County of interment, PRIOR to the cemetery accepting the remains for interment (Div. 9, Chpt. 7, § 10380 of the Calif. Health & Safety Code). [See also Section 4.10 of these Rules and Regulations]
- e) To consider a disinterment or removal, a letter formalizing the request must be sent to the General Manager or Director of the Cemetery Department. A copy of the Death Certificate MUST accompany the letter. No disinterment or removal shall be allowed except with the written permission of the General Manager or Director of the Cemetery Department or by a court order. A permit from the County Health Department is also required for disinterments leaving the cemetery.
- f) SLAVONIC MUTUAL BENEVOLENT SOCIETY (HCC Only): Interment in the Slavonic Mutual Benevolent Society section of the cemetery will be allowed ONLY upon permission given by the Slavonic Mutual Benevolent Society.

4.4 INTERMENT AND DISINTERMENT PROCEDURES

- a) The Management shall have the right to designate the day, hour, and manner in which interments, disinterments, and removals will or will not be permitted.
- b) Only persons employed by the cemeteries of the Archdiocese of San Francisco shall be used in making interments, or disinterments, unless the Management agrees in writing to other arrangements.
- c) The Management shall exercise due care in making an interment or disinterment and shall assume no liability for any damage to any casket or burial case incurred while making the interment or disinterment.
- d) If, for any reason, a grave cannot be opened where specified, the Management may open any location in the plot deemed best and proper so as not to delay the funeral.
- e) Witness to disinterment or removal: Due to the unknown condition of the casket and its impact on the public, viewing of the disinterment process is expressly prohibited.
- f) All disinterments and removals shall be subject to the prepayment of such charges as may be determined by the Management.

- g) Cemetery personnel will not be held responsible for damages or injuries resulting from defects in burial vaults, grave boxes and lids thereof when they set or seal said vaults, cases or lids or maintain the same.

4.5 NUMBER OF INTERMENTS IN A GRAVE, CRYPT OR NICHE

- a) Only caskets or urns which fit in the existing or remaining burial space, will be accepted for burial or entombment.
- b) One (1) urn may be substituted for one (1) casket (on a one for one basis).
- c) An “oversize” casket or urn will reduce the amount of burial space available in a grave, crypt or niche.
- d) *Double Depth Grave*: A maximum of two (2) adult caskets plus one (1) human cremated remains urn will be allowed.
- e) *Single Depth Grave*: A maximum of one (1) adult casket plus one (1) human cremated remains urn will be allowed.
- f) *Single Cremated Remains Grave*: A maximum of one (1) human cremated remains urn will be allowed.
- g) *Double Cremated Remains Grave*: A maximum of two (2) human cremated remains urns will be allowed.
- h) *Single Crypt*: A maximum of one (1) casket plus one (1) human cremated remains urn will be allowed.
- i) *End-to-End Crypt*: A maximum of two (2) adult caskets plus one (1) human cremated remains urn will be allowed.
- j) *Marble Niches*: See separate specific regulations regarding marble niches concerning the maximum number of urns.
- k) *Glass Niches*: See separate specific regulations regarding glass niches concerning the maximum number of urns.
- l) If there is no room for memorialization, a written release must be secured in advance waiving the right to memorialization.

4.6 USE OF PROPER CONTAINER; CONSTRUCTION/MATERIALS OF PROPER CONTAINER

- a) All remains, or parts of remains, brought to the cemetery shall be in a suitable container. A suitable container is defined as one which is rigid and completely encloses the remains and prevents any contact, physical and/or visual, with secretions, odor, or viewing of the deceased.
- b) Any and all remains that are brought to the cemetery in other than suitable containers shall not be accepted for burial/entombment.

4.7 CASKET/URN SIZE

- a) The Cemetery Department will not accept a casket or urn that exceeds the inside dimensions of the grave box, niche or crypt.
- b) The Management shall not be liable for any error occurring from the want of proper instructions as to the size of the casket or urn.

4.8 GRAVE BOX

- a) The Management reserves the right to require the use of a grave box for all burials, and to designate the material used for the grave box.

4.9 USE OF CEMETERY EQUIPMENT

- a) All interments and disinterments shall be made by Cemetery personnel using Cemetery equipment.

4.10 RESPONSIBILITY FOR BURIAL PERMIT

- a) The Funeral Director is responsible for the accuracy and filing of the "Permit for Disposition of Human Remains".
- b) The Funeral Director is responsible to deliver the "Permit for Disposition of Human Remains" to the Cemetery with the delivery of the Remains. (A facsimile of the Permit will be accepted in lieu of the original according to Health Department Regulations.) Failure to deliver the Permit will result in a delay in the service, and a possible return of the remains to the mortuary.

4.11 RESPONSIBILITY FOR IDENTITY OF DECEASED; CASKET/URN IDENTIFICATION

- a) The Management and employees of the Cemetery Department are not responsible for the identity of the remains in any casket or urn. The family and/or the Funeral Director assume full responsibility for the identity of remains.
- b) The cemetery shall supply and attach an identification label to all caskets/urns prior to interment. This label will contain the name of the deceased, location within the cemetery and name of the funeral director (as applicable).

4.12 PALLBEARING

- a) Pallbearing is very strenuous. It requires strength, coordination and the ability to carry an unbalanced load over uneven terrain. It is strongly recommended that Cemetery Employees be used as pallbearers.
- b) If the family of the deceased wishes to use friends and/or relatives to pallbear the casket, then the following conditions applies:
 - 1. Pallbearers will be required to sign a liability release, relieving the Cemetery of any responsibility for injury to the pallbearer.
 - 2. The family making the arrangements shall be responsible to warn all pallbearers about lifting and carrying the casket on uneven ground. The family shall also inform the pallbearers that they carry the casket of their own volition, and that the cemetery will not be held liable for any injuries sustained while pallbearing.
 - 3. The family assumes full responsibility for any damage to the casket, or remains of the deceased, by using their own pallbearers.
 - 4. The pallbearers shall abide by the instructions given them by Cemetery personnel.

4.13 DELAYS CAUSED BY LABOR AND OTHER DISPUTES

- a) The Management reserves the right to suspend all interments and disinterments during a strike, work stoppage, or other labor dispute.
- b) The Management shall be in no way liable for any delay in the interment of a deceased person where a protest to the interment has been made, or where these Rules and Regulations have not been complied with, or where said Rules and Regulations shall forbid such interment; and further, said Management reserves the right, under such circumstances, to place the body in a crypt until full rights have been determined. Any protest may be required to be in writing and filed in the Cemetery Office. The Management reserves the right to make an equitable charge whenever additional labor costs result from the filing of a protest.

- c) The Management shall be in no way liable for any delay in the start of a committal service, or interment of remains, due to access to the interment site being blocked by other vehicles.
- d) The Management shall be in no way liable for any delay in the start of a committal service, or interment of remains, due to weather, soil conditions or other operational problems that could not have been reasonably foreseen.

4.14 JEWELRY OR OTHER KEEPSAKES

- a) The Cemetery shall not be responsible for any jewelry or keepsake or other articles of value that are on the deceased, or in the urn or casket of the deceased, at the time of delivery of the remains to the cemetery.
- b) The Cemetery shall not be responsible for the loss or damage to any jewelry or keepsake or other articles of value that are placed in any grave, crypt or niche within the cemetery.
- c) No jewelry, keepsake or other articles of value may be removed from the remains of the deceased, or from inside the urn or casket of the deceased, without written instructions of the person or persons having legal authority to authorize such removal. Refer also to Section 3.8 of these regulations.

4.15 BURIAL IN CHILDREN'S SECTIONS

- a) Interment in the children's sections is restricted to the burial of children only, unless otherwise approved by Cemetery management.

4.16 INTERMENT DEEMED TEMPORARY UNTIL ACCOUNT PAID IN FULL

- a) Any interment shall be deemed temporary until the Cemetery account is paid in full.
- b) Upon default in payment, thirty (30) days or more past due, all rights of the recorded owner in said crypt, grave or niche shall cease. All prior payments may be retained by the Cemetery.
- c) Upon default in payment, thirty (30) days or more past due, the Cemetery can remove remains interred in a crypt, grave or niche and reinter same in any other part of the Cemetery as Management shall deem proper. The expense of such disinterment and reinterment shall be charged against the account.

4.17 CORRECTION OF ERRORS

- a) The Management shall have the right to correct any errors or omissions in recordation and in the granting or making of interments or disinterments including, without limitation, the right to inter or reinter in a comparable location.
- b) The Management shall not be liable for any order given by telephone, or any error occurring from the want of proper instructions as to the particular grave, crypt or niche location(s) where interment is to be made.

Sales and Recordkeeping

5.1 INSTRUCTIONS TO LOT HOLDERS AND LOT HOLDERS RIGHTS

- a) The Management reserves the right to specify the terms of purchase of all interment rights in lots and the manner in which said right shall be held or exercised.
- b) Should the lot holder fail to carry out the terms of the purchase agreement, the Management may declare said agreement canceled and all rights of the purchaser in and to the lot forfeited. In the event of such default the Management reserves, and shall have, the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the Management, each of the remains then interred in said lot. The Management, further, shall have the right to remove any memorial that may have been placed on said lot.
- c) Interment of non-Catholics will be permitted in the cemeteries under the conditions approved by the Archdiocese of San Francisco.
- d) The use of a lot is for the lot holder or lot holder's relatives for interment only, and not for resale or profit. The rights of interment in an unoccupied lot may be resigned only to the Cemetery Department of the Archdiocese of San Francisco for the ORIGINAL amount paid (less any Endowment Care Fees and Cancellation Fees as may be applicable at the time of cancellation).
- e) In the event of the death of a lot holder any and all privileges of the lot holder shall pass to the lot holder's family in the following manner as defined in the California Health and Safety Code Division 7, Part 3, Chapter 4, and outlined below:
 - A. The spouse of the owner of any lot containing more than one interment space has a vested right of interment of his/her remains in the lot which right may terminate upon remarriage.
 - B. In a conveyance to two or more persons as joint tenants, each tenant has a vested right of interment in the lot conveyed. Upon the death of a joint tenant, the title to the lot held in joint tenancy immediately vests in the surviving joint tenant or tenants, subject to the vested right of interment of the remains of the deceased joint tenant and the surviving spouse of the deceased joint tenant.
 - C. If the lot holder shall have filed written instructions at the Cemetery Office as to which member or members of his/her family shall succeed to the rights of said lot, said instructions will be recognized by the Management, and will be followed if in the judgment of said Management such instructions are specific, reasonable, and practical, subject, however, to a vested right of interment of the surviving spouse.

- D. If no valid or sufficient written instructions shall have been filed, or if valid and sufficient instructions are in conflict with a later will, and the lot holder has left instructions in said will, duly admitted to probate in a court having jurisdiction thereof, (subject, however, to a vested right of interment of a surviving spouse), such instructions shall control, provided they are not in conflict with the Cemetery Rules and Regulations and provided the Cemetery is furnished with proof of the same.
- E. In the absence of valid and sufficient instructions filed by the lot holder or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto under the intestate laws of the State of California.
- F. An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the lot is complete authorization to the management to permit the use of the unoccupied portion of the lot by the person entitled to use of it.

5.2 SERVICE CHARGES AND PAYMENTS

- a) Management shall have the right to determine the amount charged and time of payment of said charges for each interment, disinterment, removal, lots returned, cancelled or transferred, and for the performance of any other service rendered by the Management. All work in connection with such service shall be subject to the determination and supervision of the Management. Determining such charges and/or time of payment may be modified as appropriate.
- b) Payment of any and all indebtedness due the cemetery must be made before interment will be made in the lot.

5.3 NO EASEMENTS GRANTED

- a) No easement or right of interment is granted to any lot holder in any road, drive, alleyways, or walk within any cemetery, but such road, drive, alleyways, or walk may be used as a means of access to the cemetery and its buildings as long as the Management devotes such road, drive, alleyways, or walk to that purpose.

5.4 UPDATE OF CEMETERY RECORDS

- a) The Cemetery Department shall be notified of any change in address, name or telephone number. It is the responsibility of the lot holder, or his/her survivor(s) to inform the Cemetery Department of said changes. Failure on the part of the lot holder, or his/her survivor(s), to notify the Cemetery Department of said changes, shall relieve the Cemetery Management of responsibility, or liability, for errors that may occur due to the failure to notify. Notice sent to a lot holder at the last address in the Management's records shall be considered sufficient and proper legal notification.

5.5 ASSIGNMENT OR TRANSFER OF BURIAL RIGHTS

- a) Assignment or transfer of burial rights shall be subject to the Laws of the State of California and to the written consent of Cemetery Management and entered upon the Cemetery records. Said assignment or transfer may be subject to applicable fees.

5.6 RESALE OR CANCELLATION

- a) Cemetery lots are not for resale or profit. Resale of lots can only be made to the Cemetery for the ORIGINAL purchase price less Endowment Care Fees and/or Cancellation Fees as currently applicable. If there is an interment in a lot NO SALE of same may be made.
- b) A contract to purchase a lot may only be cancelled if there are no interments in the lot.
- c) If the cancellation is written thirty (30) days after the date of the contract, with no re-purchase within the Cemetery Department cemeteries, a cancellation charge will be made. Endowment Care fees are non-refundable. Labor (including, but not limited to interment, entombment, box installation and monument setting) and recordation charges are non-refundable once the labor has been performed.
- d) No cancellation may be made on Private Rooms or Estates, including Overground Vaults, Underground Vaults, Columbarium Estates, Family Mausoleum walls or sections.

5.7 SUBDIVISION OF PLOTS

- a) Subdivision of Family Plots is not permitted when the plot is sold with the provision of only a single memorial being placed on the plot or when a coping surrounds the plot.
- b) Crypts and Niches that have a single (marble or glass) shutter and that allow multiple entombments shall not be subdivided, even if no entombment has been made.

Maintenance of the Cemetery

6.1 CARE OF GRAVES AND PLOTS

- a) The Management reserves the exclusive right to do all grading, landscape work, improvements of any kind, and all care of lots.
- b) All landscaping and general maintenance of the cemetery shall be done by cemetery personnel.
- c) Digging around the perimeter of memorial(s) is prohibited and Management is not responsible for damage to memorials when there is evidence of such digging. Management reserves the right to fill in any such dug-out area without notice. The outlining of graves and memorials by digging trenches and filling them with decorative rocks or other materials is not permitted and the cemetery will remove same without notice.
- d) The Management reserves the right to use legally approved chemical applications to control pests and beautify the cemetery properties.

6.2 PLANTING AND LANDSCAPING

- a) Cemetery visitors and lot holders may not plant any trees, shrubs, flowers or other types of grasses in the cemetery and Cemetery Management reserves the right to remove all trees, shrubs, flowers and the like without notice.
- b) Cemetery Management has the exclusive right to plant, trim, cut, or remove all trees, shrubs and herbage within any of the cemeteries.

6.3 GRADING AND IMPROVEMENTS

- a) All improvements or alterations of lots in any cemetery shall be under the direction of, and subject to the approval of, the Management; and, should they be made without its written consent, said Management reserves the right to remove, alter, or change such improvements or alterations at the expense of the lot holder.

6.4 ODORS

- a) Because of potential health problems, Cemetery Management and its employees shall have the right to investigate, locate and correct all situations creating foul odors. This includes the right, without notice, to remove crypt shutters and reseal crypts as may be deemed necessary by Cemetery Management. Management may require the use of casket protectors as deemed necessary or advisable.

Decoration of Graves, Crypts or Niches

7.1 AUTHORIZED DECORATIONS

- a) Grave Decorations are limited to flowers only placed in the flower vases. A maximum of two (2) flower vases are permitted per plot. Artificial flowers are discouraged. All grave decorations will be removed on a specific day for mowing of the lawns. Please consult the section regulations for the day of removal.
- b) Crypt/Niche Decorations are limited to flowers only placed in the one vase provided. Water is NOT allowed in All Saints' Mausoleum. Colorfast artificial flowers are encouraged, to avoid staining the marble. Stains or marks caused by unauthorized decorations will be removed at the expense of the crypt/niche owner. Unauthorized or unsightly decorations or plants will be removed, without notice, at the discretion of Cemetery Management.
- c) Any ornamentation may be removed by Cemetery Management at its discretion, without notice, dependent upon operational considerations, safety, and appearance.

7.2 HOLIDAY FLORAL REGULATIONS

- a) A week is defined as a calendar week, Sunday through Saturday.
- b) Christmas and Easter: Potted plants (*maximum of 12" high*) may be placed on the grave monument foundation during the week before and after Christmas Day and Easter Sunday. Potted plants with saucers may be placed on the floor in front of the crypts during the week before and after Christmas Day and Easter Sunday, EXCEPT in All Saints' Mausoleum. Holiday decorations remaining one week after Christmas Day or Easter Sunday will be disposed of by Cemetery personnel without further notice.
- c) Valentine's Day, Mother's Day, Memorial Day, Father's Day, All Souls' Day, Veterans Day and Thanksgiving: Potted plants (*maximum of 12" high*) may be placed on the grave monument foundation during the week of the holiday. Potted plants with saucers may be placed on the floor in front of crypts during the week of the holiday, EXCEPT in All Saints' Mausoleum.
- d) A flag may also be placed in the existing vase(s) during the week of Memorial Day and Veterans Day.

7.3 FUNERAL FLORAL ARRANGEMENTS

- a) Families desiring to retain flower pieces brought to the cemetery should secure them IMMEDIATELY after the committal service. THE CEMETERY IS NOT RESPONSIBLE FOR MISSING FLOWERS.
- b) Holy Cross Cemetery, Colma: Funeral flowers are placed by the Funeral Director's representative at the flower walls or other designated areas prior to the committal service. For full-size graves, the Casket Spray accompanies the casket to the grave, and may be placed in the grave. At crypt services, the Casket Spray accompanies the casket to the crypt, but is removed to the nearest flower wall after the crypt is sealed. Flowers are removed from the flower walls before 9 a.m. throughout the week.
- c) Mount Olivet Cemetery, San Rafael: Funeral flowers are placed at the flower wall next to the chapel. For full-size graves, the Casket Spray accompanies the casket to the grave, and may be placed in the grave. At crypt side services, the Casket Spray accompanies the casket to the crypt, but is placed on the floor in front of the crypt after the crypt is sealed. All funeral flowers will be removed and disposed of when they appear wilted or at the discretion of Cemetery Management.
- d) All other cemeteries: Funeral flowers are placed at the grave. These flowers will be removed and disposed of at the discretion of Cemetery Management.

Memorials, Monuments and Inscriptions

8.1 REQUIREMENTS AND RESTRICTIONS

- a) The Cemetery Management may establish specific “section” regulations, which regulate the size, height, and type of material permitted within the specified section.
- b) The memorial must have a Catholic religious symbol which is acceptable to the Cemetery Management.
- c) Plot location numbers must be inscribed in the designated area on the memorial *or* monument base.
- d) Memorials and inscriptions may be permitted when the cemetery account is paid in full.
- e) The memorial contractor, plot owner, authorized agent, and/or heirs shall abide by the rules and regulations of the Cemetery in the construction of the proposed memorial. Should the completed memorial not comply with the Rules and Regulations of the Cemetery it may be removed from the Cemetery by the Cemetery Management. Cemetery Management retains the right to refuse memorial designs that do not comply with Cemetery Rules and Regulations, that contain designs contrary to the beliefs, teachings, and practices of the Roman Catholic Church, or that might be deemed offensive by Management.
- f) The Cemetery Management may, at the expense of the recorded owner, remove any memorial/improvement which, in the judgment of the Cemetery Management, has become dangerous, dilapidated, or unsightly.
- g) Cemetery Management may relocate any memorial on any grave or plot which, in the judgment of the Management, is hazardous or impedes operational efficiency.

8.2 PRIVATE MAUSOLEUMS (OVERGROUND & UNDERGROUND VAULTS)

- a) Private Mausoleums shall be constructed only in plots designated for such by Cemetery Management. Plans, specifications, material, and location in the plot of each Private Mausoleum shall be subject to the approval of the Cemetery Management.
- b) Casket sizes vary. The family assumes full responsibility for casket selection. The cemetery shall not be responsible, or liable, for loss of entombment space or inability to entomb due to the selection of a large casket.

- c) Construction of Private Mausoleums shall only be done by Licensed General Contractors or other approved Mausoleum Contractors with appropriate Insurance, and subject to the approval and supervision of Cemetery Management.
- d) No walkways, patios, or other appurtenant structure will be permitted on the ground surrounding a Private Mausoleum without the approval of Cemetery Management. No additions or changes will be allowed after the specifications and foundation plans for a Private Mausoleum have been submitted and approved, and work has begun.
- e) When entombment is made in a Private Mausoleum, the crypt shall be properly sealed, subject to approval of the Management.
- f) All Maintenance in and on the Private Mausoleum is the responsibility of the Recorded Owner and the heirs thereof. Should the Private Mausoleum become dilapidated or unsafe, and the Recorded Owner is unable to correct the condition within a time specified by the Cemetery, the Cemetery Management shall have authority to temporarily store the remains in another location in the cemetery and demolish the structure. The remains will then be interred in the plot where the structure once stood. The cemetery will charge the Recorded Owner (or heirs) for this work.
- g) The cemetery shall be held free and harmless from any damage to Underground Vault slabs that may occur while moving or placing said slab on or around the Underground Vault for the purpose of preparing the plot for interment or determining available entombment space.

8.3 CEMETERY MANAGEMENT REVIEW AND APPROVAL

- a) All memorials, inscriptions, and designs are subject to the Cemetery Regulations and to the inspection and approval of the Cemetery Management.
- b) Polished frames are not allowed on flush markers.
- c) Inset Photos and etched pictures are subject to acts of vandalism and prone to scratching and breakage. The cemetery will not be held liable for any damage to inset photos or etched pictures, including photos which become detached from the monument. The purchaser of the memorial will be required to sign a release form stating that they understand these conditions before the monument will be accepted by the cemetery.
- d) Contracts and tracings (Memorial Agreement Form) of the proposed memorial must be submitted for approval by Cemetery Management before work begins.

8.4 SETTING FEE

- a) The Memorial Setting Fee must be submitted to the cemetery prior to the delivery of the memorial.

8.5 OWNERSHIP OF MEMORIAL

- a) The memorial remains the property of the recorded owner. All care, maintenance, and repairs to the memorial are the responsibility of the recorded owner and/or heirs.
- b) The cemetery is not responsible for damage to a memorial, except that which occurs due to negligence or accident on the part of its employees. The cemetery is not responsible for damage or deterioration of the memorial due to routine maintenance of the turf, vandalism, or environmental effects.

8.6 NUMBER OF MEMORIALS ALLOWED PER GRAVE OR PLOT

- a) One (1) memorial only is allowed on a grave; in the case of a plot, one (1) memorial only is allowed on the plot, instead of one memorial per grave.

8.7 CENOTAPH

- a) The inscription of the name of an individual who is not interred at that location is known as a "Cenotaph". These inscriptions are allowed but the file (cemetery records) must be documented as to where the deceased is buried.

Community Mausoleums and Garden Courts

9.1 RESTRICTIONS

- a) All Crypts and Marble Niches:
 - 1) Artificial Flowers are recommended.
 - 2) Flowers ONLY are allowed in the vase(s) provided. No other items are authorized in or on the vase. Unauthorized items will be disposed of without notice.
 - 3) Choose colorfast materials when selecting artificial flowers or to bind your arrangement.
 - 4) Only the vase supplied by the Cemetery is allowed on the crypt front (shutter). The Recorded Owner (or heirs) will be responsible for replacement of the marble shutter due to tape, epoxy or other substances that deface, stain or damage the marble surface.

- b) All Saints' Mausoleum:
 - 1) Water is not allowed in the vase as it attracts insects and stains the carpet.
 - 2) Placing items on the floor, carpet or furniture is not permitted and will be disposed of without notice.
 - 3) A casket protector is required for all casket entombments unless the crypt size prohibits the installation of the casket protector.
 - 4) GLASS NICHEs
 - A] Urns must meet Cemetery material, design and size regulations. Those materials that are known to warp, discolor or deteriorate over time will not be allowed (plastic, wood, pottery, ceramic, etc). Cemetery Management reserves the right to approve or disapprove the design, workmanship, or material of the urn.
 - B] Only urns, Rosary Beads (or similar religious item) and nameplates are allowed inside glass niches. A Catholic religious symbol must be on the urn or nameplate. Cemetery Management reserves the right to approve items placed in a glass niche and to remove unapproved items without notice.
 - C] A photoceramic or laser etched image attached to the urn/nameplate or on an easel are the only two (2) styles of photographs permitted.

9.2 CRYPT/NICHE INSCRIPTIONS AND PHOTOS

- a) The Cemetery Department handles all crypt/niche inscriptions, lettering and lithochrome work exclusively. Re-lithochrome of the crypt/niche front (shutter) must be contracted through the Cemetery Department at the expense of the owner/heirs.

- b) PHOTOS: A steel photo-ceramic oval image is allowed on most crypts and marble niches. The quantity and size of the photo(s) and their location on the shutter are regulated by the cemetery. Indoor mausoleums may also have a bronze picture frame installed surrounding the photo-ceramic oval as regulated. All authorized photo-ceramic images will be recessed in an incised oval on the polished face of the crypt/niche shutter. Refer to separate specific regulations for your crypt/niche area. Paper/plastic photographs are NOT authorized and will be removed without notice.
- c) CRYPT INSCRIPTIONS: All crypt inscriptions will be incised upon the polished surface of the marble/granite shutter unless in an area designated for the use of bronze letters/plaques. For other rules and conditions regarding Crypts, refer to separate specific regulations for the specific area.
- d) NICHE INSCRIPTIONS: All Marble Niche inscriptions will be incised upon the polished surface of the marble shutter. Inscriptions shall not be placed on the Glass Shutter of Glass Niches. For other rules and conditions regarding Glass or Marble Niches, refer to separate specific regulations for the specific area.