



RULES AND REGULATIONS



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Gethsemane Cemetery Mission Statement

Catholic Cemeteries are places of prayerful remembrance and profound expectation of future glory. They are an important part of our Catholic funeral rites and traditions. For a Catholic, burial in a Catholic cemetery is a final act of faith. An expression of our shared belief, it reflects the spirit of community between the faithful living and deceased, and reaffirms our belief in the final resurrection. It is imperative that we preserve those traditions for future generations.

The Mission of Gethsemane Cemetery is...

- To bury the dead, comfort the sorrowful and pray for the living and the dead.
- To offer our families choice and flexibility, coupled with unmatched service and care within a well maintained landscape, while preserving the dignity and identity of the Catholic Cemetery.
- To deny no person a proper and dignified burial, regardless of their means.

Gethsemane Cemetery's Vision is...

To be a source of comfort and inspiration to all those who have lost a loved one, by outwardly proclaiming our belief in the resurrection through our words, works and examples, and to be a positive influence within our community by being a trusted source of guidance and information.

P r e a m b l e

From the time that the Sacred Body of Our Crucified Savior was held in the tomb to await the hour of His glorious Resurrection, the Church has been solicitous to surround, with an atmosphere of Christian faith and reverence of, the burial of those who will rise with Christ. In the Mass of Christian Burial, Final Commendation and Farewell at the grave, 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 blesses the place in which the bodies of her faithful departed await the day of Resurrection.

In the very earliest days Mother Church found it necessary to make rules and regulations which would protect the sacred places and the relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonor to the dead.

To insure the sacred character of the Gethsemane Cemetery in accord with the mind and traditional practice of the Church, and to establish and maintain good order, the following rules and regulations are in effect.

Introduction

For the mutual protection and benefit of certificate holders in Gethsemane Cemetery (Cemetery), St. Paul's Roman Catholic Church through the Advisory Board of Gethsemane Cemetery hereby adopts the following Rules and Regulations. All Certificate holders, heirs and or assigns, visitors, funeral directors, monument dealers and any persons or contractors, companies, etc. performing related or other work within the cemetery and all graves, lots, memorials, crypts and niches now in existence or which may hereafter be erected, shall be subject to said Rules and Regulations and such amendments or alterations thereof or additions hereto as shall be adopted by St. Paul's Roman Catholic Church through its Advisory Board from time to time; and the reference to these Rules and Regulations in the document conveying the right of interment shall have the same force and effects as if set forth in full herein.

Interpretation

In the event there is any conflict or inconsistency in the Rules and Regulations. St. Paul's Roman Catholic Church through its Advisory Board shall be the final arbiter of the conflicting or inconsistent statement.

Summary

In compiling these rules and regulations, Gethsemane Cemetery tries to strike a balance between the natural desire of family members to decorate individual gravesites, crypts and niches and the overriding obligation to maintain the appearance of the cemetery with the resources at our disposal. While we certainly appreciate and commend one's love of devotional objects of great personal sentiment, we sincerely trust all will understand the necessity of complying with these Rules and Regulations.

It is difficult to please all in formulating rules for this sacred setting. The goal of our rules and regulations is to make the cemetery grounds neat and clean with an atmosphere of simplicity, dignity and elegance. At the same time, we must ensure that the cemetery grounds are a safe place for visitors as well as workers.

Gethsemane Cemetery makes every effort to enforce these rules and regulations uniformly and with compassion.

All of the information included in the Gethsemane Cemetery Rules and Regulations is very important. Please read the entire document carefully. Inclusion of a rule in this summary, or exclusion from this summary, does not indicate a level of importance or priority. All rules and regulations are equally important. The purpose of this summary is to highlight those specific Rules and Regulations that generate more questions than others.

SHARE THIS INFORMATION: Often, family members and other interested parties who are not directly involved in making final arrangements are not aware of policies regarding gravesite maintenance. Please communicate these Rules and Regulations to all other family members and interested parties so that unsuitable items are not placed on or around the grave, crypt or niche site.

FUNERAL FLOWERS: All funeral flowers will be removed three days after such interment. **(Article 6, #3)**

INTERMENT RIGHTS: When a person purchases a grave, mausoleum crypt, or cremation niche, he or she is really purchasing interment rights for the grave, crypt, or niche. Actual ownership of the property remains with St. Paul Roman Catholic Church and the Roman Catholic Bishop of the Diocese of Allentown. **(Article 1)**

FEES AND MEMORIALIZATION: Interment and entombment fees, lettering, engraving, bronze scrolls and other forms of memorialization are not included in any price unless specifically listed in the contract and may be charged at the time of need. **(Article 5, #13)**

CASKET NOT TO BE OPENED: All viewings are to take place at the Funeral Home prior to proceeding to the cemetery. Once the casket is at the cemetery, it cannot be opened. **(Article 6, #8)**

AUTHORITY TO INTER: By signing the Interment-Entombment Authorization, you have certified that you have the legal right to inter the decedent. The Cemetery Authority is not liable in the event you have misstated your rights. **(Article 5, # 4)**

ERRORS MAY BE CORRECTED: Although errors are very rare, they do unfortunately occur. The Cemetery Authorities will immediately correct any error brought to our attention. **(Article 7)**

NO INTERMENT PERMITTED UNLESS PAID IN FULL: All fees, back annual care, endowed care or balance due on the entire lot, along with all related fees, must be paid in full prior to the interment. **(Article 5, #12)**

REFUND: Refund shall only be considered if the owner should relocate principal residence outside of the Commonwealth of Pennsylvania. In all other cases where a refund is requested it shall be requested in writing and the decision of the Cemetery Authorities shall be final. **(Article 8, #7)**

HOURS: Cemetery grounds are open from sunrise to sunset, on a daily basis. The cemetery office is open 8:00 am until 4:00 pm, Monday thru Friday. All other times are by appointment only. The mausoleums are open from 8:00 am – 5:00 pm on a daily basis. Weather, special events and good judgment prevails and visitation may be restricted. **(Article 17, #2)**

PLACEMENT OF MEMORIAL: Before any memorial, marker or monument can be placed on a lot or memorial work done, at any burial site, all fees, back annual care, endowed care or balance due on the entire lot, along with all related fees, must be paid in full. **(Article 23, #1)** See also “Rules, Regulations and Specifications for Memorial Work” for complete details.

GRAVE CLEANOFF: Graves are cleaned off twice a year by the Cemetery staff to promote the overall appearance and aid in the maintenance of the cemetery. These clean ups occur on or about the week of March 15th and the week of November 15th. **All plantings and decorations are removed or cut down at this time.** New plantings or decorations may be brought to the cemetery two weeks after these dates. Families that wish to reuse decorations or cut flowers down in a certain manner are encouraged to do so prior to these weeks. Palms are removed on or about the week of May 1st. **(See Article 12, #13)** See also “Planting and Decoration Policy” for complete details.

DECORATION OF GRAVES, CRYPTS, and NICHES: These policies, after careful consideration and taking into account the concerns of all parties, are in place to beautify and preserve the sacred resting place of our faithfully departed. These policies also maintain order, safety for our visitors and allow efficient permanent maintenance.

These policies are not meant as restraining but rather as a way to strike a balance between the family’s desire to decorate a loved one’s final resting place and the obligation we have to carry out the daily functions of cemetery maintenance with the resources at our disposal.

- Plantings and/or beds may extend to a **maximum area** equal to the length of the memorial and 16 inches to the front of the memorial. The **maximum height** of any plantings shall be equal to the lesser of the height of the memorial or 36 inches. For memorials less than 18 inches in height, the **maximum height** of plantings may be 18 inches. ***Please maintain your plantings as size restrictions shall be enforced as violations become apparent. For cremation graves, see Cremation Sections.***
- The following list contains general plants that are **not** permitted, this is by no means an exhaustive list so please check with the cemetery office should you have any questions or concerns. Prohibited items include but are not limited to shrubs, vines, climbers, trees, roses, vegetables etc.)
- The following list contains decorations that are **not** permitted, this is by no means an exhaustive list so please check with the cemetery office should you have any questions or concerns. Prohibited items include but are not limited to shells, toys, figurines, pin-wheels, banners, flags, balloons, plaques, ornaments, non-permanent images, statues, crockery jars & containers, glass, artificial decoration, plastic floral pieces, wood and metal designs, wooden crosses, shepherds hooks, hanging baskets, iron furniture, arbors, urns, pedestals, vigil lights, solar lights, fences, barriers, borders, edging, stones, pebbles, chip mulch, foot stones, etc. Please note that Mylar balloons will permanently stain the memorial. The use of wires, nails, stakes, posts etc. to secure any decoration is prohibited; these items can cause injury to visitors and cemetery personnel as well as damage to equipment. **(See also Article 12, #5 - #14)**

Please refer to “Planting and Decoration Policy” for complete details.

Article 1 Ownership

When a family purchases a grave or crypt at Gethsemane Cemetery, they are actually purchasing the right of burial or the "interment or entombment privilege". When a grave or crypt is paid for, the family receives a "certificate" which records the purchasers name and the amount paid for the grave or crypt. At no time does a family receive a "Deed" which confers a certain bundle of rights, nor does the family own the land, the space or the marble crypt front. The family, in all cases, has simply purchased the exclusive right to be interred or entombed in the space(s) indicated on the contract or certificate.

THE ACTUAL OWNERSHIP OF ALL OF THE LAND, BURIAL GROUNDS, CRYPTS, MAUSOLEUMS, BUILDINGS, STRUCTURES AND EQUIPMENT REMAINS IN THE NAME OF ST. PAUL'S ROMAN CATHOLIC CHURCH AND THE BISHOP OF THE DIOCESE OF ALLENTOWN.

Article 2 Definitions

"Cemetery Authorities" shall mean the person or persons, including the Advisory Board and the Pastor, duly appointed to administer the cemetery owned and operated by St. Paul's Roman Catholic Church.

"Certificate" The interment or entombment rights document, authorized by the Cemetery Authorities, given to the Certificate Holder.

"Certificate Holder" shall include the person or persons who have purchased interment or entombment rights or privilege(s), or who hold same by right of inheritance or duly recognized transfer.

"Owner" refers to the original certificate holder(s).

"Heir(s)" refers to those person(s) who are now certificate holders by right of inheritance or duly recognized transfer.

"Interment or entombment rights" shall mean only the granting of the privilege of interment/entombment and not a conveyance of any ownership, tenancy or other interest in the grave(s) or crypt(s) or niche(s) to which it refers. (A/k/a Interment or entombment privilege) This is recorded through the use of the "interment" or "entombment privilege certificate".

"Grave" refers to space in a cemetery, used or intended to be used for the interment of human remains. Such terms as "lot" and "plot" mean the same. Such terms include and apply to one or more than one adjoining graves.

"Crypt" refers to a space in a mausoleum, used or intended to be used, to entomb human remains. Such terms include and apply to one or more than one adjoining crypts.

"Niche" refers to a space in a mausoleum or columbarium used, or intended to be used, for inurnment of cremated human remains. Such terms include and apply to one or more than one adjoining niches.

"Interment" shall mean the earthen disposition of human remains, including cremated remains, in a grave.

"Inurnment" shall mean the placing of cremated remains in an urn and placing it in a mausoleum, columbarium or niche.

"Entombment" shall mean the placement of human remains in a crypt.

“Cremation” shall mean reduction of the body of a deceased human to its essential elements by incineration and processing.

“Memorial” shall include monument, tombstone, headstone, grave marker or tablet, for one or more deceased persons. This includes marble, granite, bronze and/or concrete.

“Memorial Work” shall mean any work done to a memorial such as resetting, leveling, inscriptions, lettering, adornments, etc.

“Crypt Front” shall include the marble or stone face of a crypt or niche and all attachments or inscriptions placed thereon.

“Care” shall mean the general care of the cemetery as herein defined. (Endowed care)

“Foundation” shall mean the sub-grade base on which a memorial or family mausoleum is erected.

The term **“Cemetery”** as used herein shall mean all the property dedicated for cemetery use including land for earth burials, and community or private mausoleums for crypt or niche entombments.

The term **“Interment”** as used herein shall mean earthen burial or entombment in a crypt or niche.

The term **“Lot”** as used herein shall refer to any grave(s), crypt(s), niche(s) or any other specific location intended to be used to inter, entomb or inurn human remains.

Article 3

Purpose of Cemetery

The purpose of Gethsemane Cemetery is to provide for burial according to the rules and disciplines of the Roman Catholic Church. Canon law questions regarding the interpretation of Canons of the Catholic Church, its rules and disciplines as they are related to the burial privileges of a certificate holder and members of his or her family, shall be decided exclusively by the Ordinary of the Diocese and such decision shall be final.

Article 4

Admission to Cemetery

The Cemetery Authorities reserve the right to refuse admission to anyone not an owner or a relative of a person interred in Gethsemane Cemetery, and or to refuse the use of any of the cemetery facilities at any time to any person or persons as the Rules and Regulations provide or as decided by Cemetery Authorities.

Provided that there are no prohibitions against such entombment by any public health authority, the remains of any person who has died of any infectious or contagious disease shall be permitted to be entombed in a public mausoleum.

Article 5

Arrangements for Funerals and Interments

There are numerous tasks that must be accomplished by the family at the time of a loss. We understand that this is a difficult time and we will try to make this process as caring as possible. The relationship a family has with Gethsemane Cemetery is one that may last generations, and we want to provide our families an opportunity to understand the importance of the decisions they are making.

1. **Arrangements:** The Cemetery shall reserve the right and may require those wishing to make a selection of a lot or crypt, or to arrange for an interment to appear at the cemetery office in ample time to complete arrangements. This meeting gives the Cemetery an opportunity to verify the interment space being utilized as well as explain all of the options available and procedures necessary during the interment process. It also gives the family an opportunity for discussion.
2. **Follow-up:** The families that we serve may also be contacted several days following a service in order to follow up on quality of services, answer any remaining questions and to reaffirm our ongoing commitment.
3. **48 hour Notice:** A notice of not less than 48 hours is required in the placing of an interment order beginning at the time the cemetery receives a COMPLETED "Interment Authorization" form. This does not include Sundays or holidays. Emergency cases will receive proper consideration.
4. **Interment Authorization:** Authorization for interment must be made via the "Interment/Entombment Authorization" form, by the legal next of kin or legally recognized agent. All arrangements for an interment or purchase of interment privileges made through a funeral director or other legally recognized agent shall be binding on said certificate holder or person in charge of making arrangements. By signing the Interment Authorization, you have certified that you have the legal right to inter the decedent. The Cemetery Authority is not liable in the event you have misstated your rights.
5. **Errors:** Cemetery Authorities shall not be responsible for any order given by telephone or any mistake occurring from lack of proper instructions as to the size of the burial container, casket or as to the particular space, size and location where interment is to be made. The Cemetery Authorities reserve the right to make an equitable charge whenever additional labor results from such mistakes.
6. **Verification:** It is the responsibility of the Funeral Director to verify grave and crypt dimensions in regards to the use of any casket, urn or vault.
7. **Publication:** Publication of the time and day of an interment before completing interment arrangements with the Cemetery Office and without cemetery authorization is not permitted.
8. **Delay in an Interment:** The Cemetery Authorities shall in no way be liable for any delay in an interment where a protest to the interment has been made, or where the Rules and Regulations have not been complied with, proper forms have not been filed, or where said Rules and Regulations shall forbid such interment or because of labor problems, the elements, rock, trees or roots, by natural disaster, wind, earthquakes, flood, war, common enemy, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Cemetery Authorities. The Cemetery Authorities reserve the right under such circumstances to have the body placed in a receiving vault until full rights have been determined or the interment may be made. Any protest shall be in writing and filed in the cemetery office.
9. **Identification:** All caskets and urns must contain the name of the individual either permanently affixed thereto or contained within.
10. **Admission of a Funeral:** A funeral shall not be admitted to the Cemetery when it is escorted or accompanied by regalia or banners of societies, organizations, or lodges which are banned by Ecclesiastical Law. Certain fraternal or lodge services not other-wise forbidden by Church Law may be permitted by the Cemetery Authorities provided specific permission is obtained a reasonable time in advance.
11. **Additional Interments:** Not more than one body or the remains of more than one body shall be placed in the same container or the same interment space unless said grave or container has been designated in a written agreement with the Cemetery Authority at the TIME OF SALE as being intended for the interment of the remains of more than one person. All such agreements are subject to the restrictions listed in "Burial Limitations", Article 6 #11, unless otherwise agreed to by the Cemetery Authorities.

12. **Multiple Interments:** When multiple interments are made at the same time, in the same interment space, whether in one casket/container or multiple the Cemetery must be notified prior to the interment and provided with all required information, permits and or certificates. There shall be an equitable charge to cover the cost of additional labor, administration and permanent record keeping. The fee for any second interment may be obtained at the Cemetery office and must be paid prior to the interment. Failure to follow this procedure may result in the loss of any remaining interment privileges and or the loss of any rights or privileges or the forfeiture of the permanent record of any undocumented interment.
13. **Payment in Full:** No burials or entombments may be made, no memorials may be erected or placed, no inscriptions placed, no burial vaults installed, and no right of ownership or interment/entombment, or any other right shall pass to you until all fees, back annual care, endowed care or balance due, on the entire lot, along with all related fees, are paid in full, unless written permission is granted by us. If such permission is granted by us, then any interment/entombment made, merchandise furnished or memorial placed before payment in full is made shall be considered only temporary, and you shall not have any permanent right of possession. Until payment is made in full, we may re-enter and take possession of the lot or crypt, remove to single graves any remains in such lot or crypt, and/or remove any merchandise supplied.
14. **Fees and Memorialization.** Interment and entombment fees are not included in any price unless specifically listed on the contract and may be charged at the time of need. Lettering, engraving, bronze scrolls and other forms of memorialization are not included in any price unless specifically listed on the contract and may be charged at the time of need.

Article 6

Interment/Disinterment Procedures

1. **Exclusive Charge:** All funerals on entering Gethsemane shall be under the exclusive charge and the sole direction of the Cemetery Authorities.
2. **Hours of Interment:** The Cemetery Authorities shall have the right to designate the hour and manner in which an interment and disinterment will or will not be permitted. Cemetery Authorities reserve the right to schedule the time of the interment service because several interments may occur on the same day. The Cemetery Authorities may refuse to make an interment until, or choose to complete the interment at, a more expedient time if the remains arrive at the cemetery entrance later than scheduled, or if the arrival conflicts with other scheduled rituals.
3. **Funeral Flowers:** Flowers may be arranged at the site of an interment, but must be delivered with the funeral. Floral designs may be removed if deemed offensive to Catholic thought and practice or good taste. All funeral flowers will be removed three days after such interment. The Cemetery Authorities reserve the right to regulate the number of floral pieces and other items brought to the cemetery and, in the Cemetery Authorities sole discretion, may charge an appropriate fee for the disposal of an excess number of pieces or items. Banners, candles or other decorations are NOT allowed in the mausoleum. A limited number of floral pieces may be permitted to be brought into the Chapel for the interment service.
4. **Music:** Music at grave sites should be liturgically appropriate, and is permitted only if it is not disruptive to other services or intrusive to the peace of visiting patrons nearby. Music should be reasonable in length, no more than a total of 10 minutes combined for a grave site service.
5. **Use of Chapel:** Gethsemane Cemetery has two chapels which are available for use. The funeral Mass is ordinarily held at the deceased person's parish, however, with the permission of the deceased person's **Pastor** and **Cemetery Authorities**, the funeral mass may be said in the Chapel. Cemetery Authorities reserve the right to regulate the hour at which services are held as well as the type of services conducted in our Chapels.

6. **Non Catholic Services:** Non Catholic ministers may conduct committal services at Gethsemane cemetery as well as in our Chapels provided the service is not in direct contradiction to Catholic teaching or has not been banned by Ecclesiastical Law. "Sunday" type services are not permitted.
7. **Casket Placement:** For a number of reasons including insurance and liability concerns, the casket or urn will be lowered into a burial container or placed into the crypt only after all attendees of the funeral leave the immediate area. The funeral director may remain to witness the interment process.
8. **Open Casket:** The casket may not be opened at any time within the cemetery without the expressed permission, and in the presence, of the Cemetery Authorities and legal representative of the deceased. In the absence of a court order, the Cemetery Authorities reserve the right to refuse permission to open the casket or to touch the body without the consent, and in the presence, of the legal representative of the deceased.
9. **Suitable Container:** The body of a deceased person or cremated remains will not be accepted for entombment, interment or inurnment unless it is encased in a suitable container approved by the Cemetery Authorities.
10. **Outer Container:** With the exception of specifically designated areas, concrete outer containers are required for all casket interments unless the lot is too narrow for a standard or limited space container, as determined by the Cemetery Authorities. Concrete or plastic outer burial containers are required for all ground interments of cremated remains where urn/vault combinations are not used. When the interment of cremated remains is made in a grave prior to the interment of a traditional, casketed interment, both an urn/vault combination and a concrete outer cremation burial container must be used. **(For interments in the Natural Burial Section, please refer to "Natural Burial Guidelines" for complete details)**
11. **Burial Limitations:** Limit of two traditional and one cremated remains interment may be made in each double depth grave. Limit of one traditional and two cremated remains or three cremated remains interments may be made in each single depth grave. Limit of one cremated remains per mausoleum niche. Limit of one traditional and one cremated remains entombment per single crypt OR limit of three cremated remains entombments per single crypt. Limit of one traditional and two cremated remains entombments per double crypt OR limit of two traditional and one cremated remains per double crypt.
12. **Scattering of Remains:** The scattering of cremated remains within the Cemetery is strictly forbidden.
13. **Embalming:** The body of a deceased person will not be accepted for entombment unless it is embalmed and encased in a metal casket or a wooden casket with a liner. An embalming letter signed by the funeral director must be delivered to the Cemetery at least 24 hours prior to entombment.
14. **Crypt Liner:** In a letter dated February 23, 2005, the Diocese of Allentown stated "Effective July 1, 2005 casket protection using a casket tray and liner is required for all entombments in a public or private mausoleum throughout the parish mausoleums of our Diocese". Gethsemane Cemetery has added the cost of these crypt liners to the entombment fee (beginning July, 1st 2006) and must now add this fee to all entombments that had the entombment fee but not the crypt liner fee included in the crypt sale price. This crypt liner fee is a separate charge and was not included in any previous charges. (Please contact the cemetery office with any questions.)
15. **Burial Permit:** A burial permit for each interment is required by the local government or public authority having jurisdiction and must be presented to the Cemetery Authorities upon entering the cemetery. In the case of cremated remains, the cremation certificate must accompany the cremated remains. All certificates will be made part of the permanent file.
16. **Identity:** The Cemetery Authorities shall not be liable for the interment permit nor for matching the body with the permit. The identity of the person about to be or already interred shall not be the responsibility of the Cemetery Authorities. Nor shall the Cemetery Authorities be liable in any way for embalming of the body.

17. **Eligibility:** In the event a serious question has been raised as to eligibility, the Cemetery Authorities reserve the right to demand written evidence of eligibility for burial according to the norms of Canon Law.
18. **Civil Authorities:** All interments and removals subject to these Rules and Regulations shall also be subject to the orders and laws of the properly constituted ecclesiastical and/or civil authorities of the local, county, state, or federal government.
19. **Disinterment:** Subject to ecclesiastical and/or all lawful Commonwealth of Pennsylvania requirements, disinterment will be considered only after the Petition for Removal of Remains is executed and approved by the Pastor, and no civil impediment exists. Disinterment is not automatic and may not be approved by the Cemetery Authorities. In the case of a dispute between Cemetery Authorities and the applicant, a court order is required.
20. **Double Depth Disinterment:** Due to safety and logistical concerns, disinterment of interments made at double depth shall not be permitted.
21. **Disinterment Permit:** If the body is already interred, it may be disinterred only if a disinterment permit is issued by the Register of Wills of Berks County. Permission is normally obtained after the funeral director or Cemetery Authorities give the Register of Wills of Berks County the name of the deceased and written consent of the legal representative. A court order is required in order to have the casket opened. In the event necessity requires, the Cemetery Authorities may take appropriate steps to correct any improper condition.
22. **Due Caution:** The Cemetery Authorities shall exercise due caution in making a disinterment and removal, but they shall assume no liability for the damage to any memorial, casket, burial case or remains incurred in making the disinterment and removal.
23. **Section MF & MG Infant Area:** Dis-interment of fetal or infant remains and individual memorialization, within the infant burial areas of section MF and MG shall not be allowed. Memorialization, if desired, shall be allowed on a central memorial in which the names if those interred may be inscribed, for a fee.
24. **Burial Adjustments:** For the integrity and security of buried remains and for the safety of our staff members completing interments, and for the sole purpose of interment, the Cemetery Authorities through these interment procedures and these general rules and regulations reserves the right to temporarily remove and or relocate remains within the same gravesite by raising and lowering or moving side to side, the remains in a burial space for the purpose of completing an additional interment along side or beneath these moved remains.
25. **Memorials:** For the protection of the memorial and the safety of our staff, memorials may be moved for an interment service. The family which owns the memorial may be charged a fee for the moving of large memorials. This may apply to memorials on the lot in which an interment is to take place and or a nearby lot in which the memorial was moved to facilitate the use of equipment.
26. **Casket Failure:** In the event the failure of the integrity of any casket, in any mausoleum or crypt structure, becomes evident, Gethsemane Cemetery shall notify the Funeral Director and the family, at which time Gethsemane Cemetery will proceed to correct the situation and will make an equitable charge to cover its costs. Due to the nature of the operation, no family member shall be present unless a court order is obtained.
27. **Acceptance of Cremated Remains:** Cremated remains that are either shipped or brought in advance to Gethsemane Cemetery will only be accepted after: 1) A completely filled out Interment/Entombment Authorization has been signed by the appropriate party and accepted by Gethsemane Cemetery; and 2) All charges have been paid in full. Cremated remains accepted by Gethsemane Cemetery shall be held for a maximum of 10 days, including the day received. Should the scheduled interment/entombment not occur at the agreed upon date and time, you hereby authorize Gethsemane Cemetery to inter/entomb the cremated remains after the 10 days in accordance with the information contained on the Interment/Entombment Authorization.

Article 7

Correction of Errors

We reserve, and shall have, the right to correct any errors that may be made by us either in making interments/entombments or disinterments/disentombments or removals, or in the description, transfer or conveyance of any interment/entombment rights or grave/crypt space, either by canceling such conveyance and substituting and conveying in lieu thereof other interment or entombment rights or grave/crypt space of equal value and similar location as far as possible as may be selected by us, or, in our sole discretion, by refunding the amount of money paid on account of said purchase. In the event any such error shall involve the interment/entombment of the remains of any person in or on any lot, grave, crypt or niche, we reserve, and shall have, the right to remove and re-inter/re-entomb the remains in or on the proper lot or crypt or on a lot or crypt of equal value and similar location as may be substituted and conveyed in lieu thereof. The purchaser hereby designates Gethsemane Cemetery irrevocably as his, her or their agent in the removal of any bodies/cremated remains ratifying and confirming all that the said Gethsemane Cemetery shall do in respect thereto, and waiving all rights to damages with respect thereto.

Article 8

Instructions to Certificate Holders and Certificate Holders' Rights

1. **Terms:** The Cemetery Authorities reserve the right to specify the terms of purchase of all interment rights and to fix the number of interments therein.
2. **Replacement Certificate:** If the Burial Privilege Certificate has been lost or mislaid, an affidavit sworn to before a Notary Public must be presented in which the person claiming rights to interment privileges in said lot must identify him/herself, establish his/her rights to said lot and state that no other party has prior or equal rights to said lot. In case of the loss of a Burial Privilege Certificate, a duplicate Burial Privilege Certificate may be issued to the person who has established legal right to it after satisfactory proof of said loss has been presented to the Cemetery. Current charges for a replacement certificate shall apply. In the event, the affidavit contains false statements discovered at a later date; the substitute certificate will be voided.
3. **Unresolved Issues:** If any family has issues or complaints that have not been adequately resolved or answered by the Cemetery Administrator, they may request a conference to have their issues resolved. The meeting will be attended by the Cemetery Administrator, the Pastor of St. Paul's Roman Catholic Church and up to two Gethsemane Cemetery Advisory Board members. The family may have up to three members including the person requesting the conference.
4. **Interment of Non-Catholics:** The Cemetery is intended primarily for the interment of Catholics and members of their families. The Cemetery is called up upon, however, to extend charity, compassion and understanding to the extended families of its membership. For any extra-ordinary question concerning the burial of a Catholic or non-Catholic, see Article 3.
5. **Transfer or Sale:** The use of a lot is for the Certificate Holder and the Certificate Holder's heirs for interment purposes only and subject to the provisions of Purpose of Cemetery and not for resale or profit. With written permission of the certificate holder(s), a person not a member of the Certificate Holder's family may be interred in said lot, but in no case shall certificate holder(s) have any right to sell, transfer, exchange, or in any manner dispose of said lot or any part thereof or any right or interest therein or any use of said lot without the written authorization of the Cemetery Authorities.
6. **Credit and Trade In:** Credit, in the amount of the original purchase price, shall be given on any interment space returned to the cemetery towards the purchase of new or additional interment space.

7. **Refund:** Refund shall only be considered if the owner should relocate principal residence outside of the Commonwealth of Pennsylvania. Request must be made in writing, signed by every person having an interest in said certificate and notarized. If a refund is approved, the amount refunded shall be the principal amount paid to date minus 20% to cover administrative and carrying costs with a minimum credit of \$200.00 per grave including Endowed Care. In all other cases where a refund is requested it shall be requested in writing and the decision of the Cemetery Authorities shall be final.
8. **Non-Catholic Cemetery:** The transfer of a body interred in a Catholic cemetery to a non-Catholic cemetery or other non-Catholic place or receptacle may not be done without the written permission of the Pastor of St. Paul's Parish.
9. **Sale for Profit:** Attempted removal by the heir(s), of a body or cremated remains so that the grave may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original lot owner is repugnant to Christian teaching and is absolutely forbidden.
10. **Default:** You shall be in default if you do not pay each required payment on time. In the case of default of more than thirty (30) days of any payments due, we shall have the right to terminate your agreement, which termination shall release us from any obligation at law or in equity to convey or cause to be conveyed the property, merchandise, or services referenced therein to you. If we elect to terminate your agreement we shall provide you with a credit in the amount of all prior principal payments made by you up to the date of notification by us. You may apply within one year of termination date to purchase from us at the then current price items of equal or greater value than the items, merchandise, or services purchased therein. We agree that if within one year from the date of cancellation the funds from this amount are not used or claimed for future use then we reserve the right to retain all credits that have been paid by you hereunder.
11. **Right of Survivorship:** When there are two or more purchasers, the lot is considered to be held in joint tenancy with right of survivorship. In a husband and wife purchase, it is exclusively presumed unless clearly stated otherwise in the certificate that the husband and wife purchase as tenants by the entireties
12. **Transfer of Privilege:** Subject to the provisions of 11 above, in the event of the death of an Owner, any and all privileges of the Owner shall pass to the Owners family in the following manner:
 - a. The spouse of an owner of any plot containing more than one interment space has a vested right of interment of his (or her) remains in the lot subject to the provisions of these Rules and Regulations.
 - b. If the Owner shall have filed written instructions at the cemetery office as to which member or members of his (or her) family shall succeed to the right of said certificate, said instructions shall be recognized by the Cemetery Authorities and will be followed if in the sole judgment of said Cemetery Authorities such instructions are definite, in moral conformity with the teaching of the Catholic Church, reasonable, and practical, subject, however, to a vested right of interment of the surviving spouse of the owner.
 - c. If no valid or sufficient written instructions shall have been filed in such office, or if valid and sufficient instructions are in conflict with a will and the Owner has left instructions in said will, duly admitted to a probate, and not challenged or appealed from, in a court having jurisdiction thereof , subject, however, to a vested right of interment of a surviving spouse of the Owner, such instructions shall control providing they are, not in conflict with the Cemetery's Rules and Regulations, in moral conformity with the teachings of the Catholic Church, and provided the main office of the Cemetery is furnished with proof of the probated document and an abstract of the file.
 - d. If the owner dies with a will and the grave has been used for the burial of a member of the family, including the deceased owner, the lot is then a family lot and
 - i. The will must have a specific bequest of the lot
 - ii. If the will does not specifically mention the lot, this does not pass the certificate to a family lot, but can pass the certificate to a lot in which a family member is not interred.

- e. In the absence of a valid and sufficient written instruction filed at said office by the Owner or duly probated will, the rights of interment subject to the provisions herein, shall devolve upon those entitled to succeed thereto by the intestate laws of the Commonwealth of Pennsylvania.
- f. Each heir has the right to be buried in the lot on a first come first serve basis. No heir may introduce a stranger to the family lot nor may a lot be reserved specifically for anyone without the written approval of all other heirs. This includes the spouse of a blood heir; the spouse of a blood heir would need the permission of all the surviving heirs.
- g. No member of the family may be excluded by other members of the family and any marker introduced by anyone other than the certificate holder(s) or heir(s) shall be removed in favor of a family memorial that sets forth the identity of all that are buried on the lot.
- h. Assignment or transfer of any right of interment will at all times be subject to the guidelines established by Gethsemane Cemetery. No right of interment will be transferred or assigned without the consent of Gethsemane Cemetery Authorities. A notarized form, available from the cemetery office, indicating permission of the certificate holder(s) and or heir(s) is required. A recording fee will be charged to provide this service.

Article 9

Service Charges and Payments

- 1. The Cemetery Authorities shall have the right to fix a charge and time of payment for each interment, disinterment, removal, lot transferred or returned, and for the performance of any other service rendered by the Cemetery or its representatives; and all work in connection with such service shall be subject to the determination and supervision of the Cemetery Authorities.
- 2. As a Church cemetery, we are called to help those in need. Free or reduced cost interments shall be made after a letter from the pastor of the deceased, stating that the deceased is deserving of free or reduced cost interment, is received. The foregoing is subject to the policy pertaining to Charity Burials in effect at that time. **(See Article 25 Charity, Fetus and Infant Burials.)**

Article 10

Right to Replat

The following rights and privileges are hereby expressly reserved to the Cemetery Authorities to be exercised at any time or from time to time for the erection of buildings, structures, new sections or for any purpose or use connected with, incident to, or convenient for the care of, preservation of, or preparation of, the interment of human bodies or other cemetery purpose:

- a. To resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part or portion of the Cemetery.
- b. To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives, provided ingress or egress to and from any lot is preserved or is allocated to the Certificate Holder.
- c. To go over and through or to provide easements to all of said cemetery premises for the purpose of installing, maintaining and or operation of, pipe lines, conduits, drains, sprinklers, drainage, electric and communication lines, fencing or for any other purpose deemed necessary by Cemetery Authorities.

Article 11

No Burial Privileges Granted

No Burial Privileges or right of interment is granted to any Certificate Holder(s) in any road, drive, or walk within the cemeteries, but such road, drive, or walk may be used during regular cemetery hours, as means of access to the Cemetery and its buildings.

Article 12

Use of Cemetery

1. **Visitors:** Visitors within the Cemetery shall use only the avenues, roads, and walks, unless it is necessary to walk on the grass to gain access to one's own lot. Care must be taken in all seasons on all surfaces including grass. In a cemetery, ice, tripping hazards and partially sunken earth are always a possibility.
2. **Trespassers:** Only the certificate holder(s) and his/her relatives shall be permitted on the cemetery lot or public mausoleum. Any other person thereon shall be considered a trespasser, and the Cemetery Authorities shall owe no duty to said trespasser.
3. **Children:** Children under sixteen years of age are not permitted within the cemetery unless accompanied by a responsible adult.
4. **Animals:** Dogs are allowed on the cemetery grounds but must be on leashes. Dogs are not allowed in any mausoleum, except for guide dogs for the blind accompanied by their caretaker. All other pets shall not be allowed on the cemetery grounds or in any of its buildings.
5. **Lawns:** Lawns shall not be disturbed for any purpose except under the supervision of the Cemetery Authorities. Planting of any kind including trees, shrubs, and plants is prohibited.
6. **Ornaments and Flower Vases:** The right is reserved to regulate the method of decorations of lots so that uniformity may be maintained. Metal or plastic vases must be used to hold cut flowers or bouquets. Please check with the cemetery office to be sure the size and type of vase being used is permitted. Vases that have become unsightly will be removed and discarded without notice. Quality vases are available for purchase at the Cemetery office. **(See "Planting and Decoration Policy")**
7. **Enclosures:** No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed on or around the lot. The Cemetery Authorities reserve the right, without prior notice, to remove same if so erected, planted, or placed.
8. **Ornaments in Community Mausoleums:** No pictures, floral displays, or candles may be affixed to the crypt fronts or placed in any community mausoleum unless specifically approved by Cemetery Authorities. Please contact the cemetery office for availability. No other pictures, banners, candles, or other decorations are permitted in the community mausoleums in the cemetery.
9. **Not liable for Decorations:** The Cemetery Authorities shall not be liable for any decorations, baskets, logs, flowers, or any other item attached or otherwise.
10. **Trees and Shrubbery:** The cemetery reserves the right to remove and or prune shrubbery whereas in the Cemetery Authorities' opinion, infestation (poor health), safety, overall appearance, encroachment or lawn damage can or has occurred. Plants that stain monuments or lawn areas may also be removed without notice.
11. **Plants-Flowers-Wreaths:** Plants, flowers, and wreaths are permitted on lots at the head of the grave but may be removed when unsightly or within the reasonable discretion of the Cemetery Authorities. Any person placing baskets or other flower holders on a grave are cautioned not to use nails, spikes or wire to support the holder. Such object(s) when left in the lawn cause damage to equipment and may cause serious injury to visitors or Cemetery Personnel.

12. **Grave Clean off:** Graves are cleaned off twice a year by the Cemetery staff to promote the overall appearance and aid in the maintenance of the cemetery. These clean ups occur on or about the week of March 15th and the week of November 15th. **All plantings and decorations are removed or cut down at this time.** New plantings or decorations may be brought to the cemetery two weeks after these dates. Families that wish to reuse decorations or cut flowers down in a certain manner are encouraged to do so prior to these weeks. Palms are removed on or about the week of May 1st. **(See “Planting and Decoration Policy”)**
13. **Prohibited Items:** The following list contains decorations that are **not** permitted, this is by no means an exhaustive list so please check with the cemetery office should you have any questions or concerns. Prohibited items include but are not limited to shells, toys, figurines, pin-wheels, banners, flags, balloons, plaques, ornaments, non-permanent images, statues, crockery jars & containers, glass, artificial decoration, plastic floral pieces, wood and metal designs, wooden crosses, shepherds hooks, hanging baskets, iron furniture, arbors, urns, pedestals, vigil lights, solar lights, fences, barriers, borders, edging, stones, pebbles, chip mulch, foot stones, etc. Please note that Mylar balloons will permanently stain the memorial. The use of wires, nails, stakes, posts etc. to secure any decoration is prohibited; these items can cause injury to visitors and cemetery personnel as well as damage to equipment. The following list contains general plants that are **not** permitted, this is by no means an exhaustive list so please check with the cemetery office should you have any questions or concerns. Prohibited items include but are not limited to shrubs, vines, climbers, trees, roses, vegetables etc. **(Please refer to the “Planting & Decoration Policy” for complete details)**
14. **Motor Vehicles:** Automobiles, funeral coaches, and trucks must be kept under control at all times and at no time shall such vehicles drive within the cemetery at a speed in excess of ten (10) miles per hour. Automobiles are not allowed to park or to come to a full stop in front of an interment area prepared for burial unless such automobiles are in attendance at the funeral. It is prohibited to park or leave any motor vehicle on any road or driveway within the cemetery at such location or in such position as to prevent any other vehicle from passing, or to leave the vehicle unattended for any length of time and if so parked or left, the Cemetery Authorities may remove said vehicle. Vehicles obstructing a road or driveway or left unattended shall be towed at the vehicle owner’s expense. Vehicles are not permitted to drive or park on the grass.
15. **Other Vehicles:** The Cemetery Authorities reserve the right to refuse admission of, bicycles or motorcycles, to the cemetery. Snowmobiles, trail bikes, skateboards and other such vehicles are prohibited at all times.
16. **Flags:** Emblems or flags other than American Flags and their appropriate holders are NOT permitted. American flags and their appropriate holders are permitted on the graves beginning May 1st. Gethsemane Cemetery is not responsible for the placement, care, replacement, theft, loss or any other responsibility pertaining to flags or holders. In keeping with flag etiquette, flags that have become worn or tattered shall be removed. All flags are removed by cemetery personnel with the general clean off around November 15th (or sooner if the condition of the flags warrant as to not allow disrespect) to allow for winter maintenance. (Note: National Cemeteries allow for grave decorating flags only on Memorial Day. National Cemetery Administration Directive 3220 prescribes policy related to displaying, handling, storage and disposition of flags in Veteran Administration National Cemeteries. This directive says, in part, that “. . . graves may be decorated the weekend before Memorial Day and the flags should be removed shortly after Memorial Day. This will result in non-illuminated flags in place during non-daylight hours; however, this is an authorized deviation from the flag code made necessary by logistics.” The directive reminds us that flags be treated with dignity and respect, and requires that unserviceable flags be disposed of appropriately (“...in a dignified way, preferably by burning”) and that serviceable flags be displayed in a dignified manner.)

17. **Photographs:** Out of respect for the privacy and dignity of our patrons and our deceased brethren, and so as not to compromise the ability of our workers to perform their tasks, we do not permit picture taking, videotaping, filming or visual recording of any kind without our prior written permission.

Article 13

Conduct in Cemetery and Mausoleums

1. **Prohibited Conduct:** Loitering, boisterous, unruly, disruptive or unseemly conduct including loud music or other conduct not in keeping with the dignity of the Cemetery is prohibited.
2. **Rubbish:** Disposing or leaving of rubbish on or in any part of the grounds, dumpsters or buildings is prohibited.
3. **Picnicking:** Picnicking or camping within the cemetery is prohibited.
4. **Flowers and Shrubs:** 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 Cemetery Authorities.
5. **Peddling or Soliciting:** No one shall be permitted to peddle or to solicit the sale of any service, commodity or item whatsoever within the cemetery without the prior written permission of the Cemetery Authorities.
6. **Signs and Advertising:** No signs, notices or advertising of any kind shall be allowed within the cemetery or the cemetery buildings, except those placed by the Cemetery Authorities.
7. **Unauthorized or Improper Assemblages:** It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed. The Cemetery Authorities shall have the right and ability to prevent unauthorized or improper assemblages.
8. **Weapons:** Other than peace officers authorized to carry weapons, firearms and all other weapons are not permitted in the Cemetery, except for military funerals, approved memorial services or by duly constituted authorities.
9. **Hunting:** Is strictly prohibited on cemetery grounds.
10. **Smoking:** Smoking is prohibited in any building.
11. **Alcohol:** Consumption of alcoholic beverages is prohibited.

Article 14A

Crypt Memorialization

1. **Cemetery Approved and Installed:** As crypt and niche fronts are a part of the building structure, only Cemetery approved and installed crypt and niche front memorialization and decorations are permitted.
2. **Memorialization Layout:** Lettering on each crypt will be a uniform bronze type consisting of the family name(s), first name(s), dates of birth and death, professional and military title abbreviations, the veterans rank, branch of service and conflict, as well as approved cameo(s) and emblem(s). Cemetery Authorities reserve the right to regulate the manner and style of all crypt memorialization.
3. **Payment in Full:** All fees and charges associated with the crypt must be paid in full prior to memorialization being approved. If such permission is granted by us, then any merchandise furnished before payment in full is made shall be considered only temporary, and you shall not have any permanent right of possession. Until payment is made in full, cemetery personnel may re-enter and remove any merchandise supplied.

Article 14B

Glass Front Niche

1. Glass front niches are for the entombment of human cremated remains only.
2. Personal items may be placed in the niche to represent the deceased person's life. Examples of such items are photos, name plates, religious statues, United States Flag, U.S. military service emblems, medals or flags, professional certificates, sheet music, books, Bible, small trinkets memorabilia, etc. Given the fact that there are too many items to try to list, please speak to a Family Service Representative in order to ensure that there is ample room for the items you would like to have placed in the niche and that such items are appropriate.
3. Please understand that the size and shape of the urn you have chosen may limit the items that may be placed in the niche. Our Family Service Representative will be able to assist you in determining the appropriate niche size to meet your wishes. As we do not wish for the niches to appear crowded, an individual niche with a large urn may not provide for the space necessary to place any additional items.
4. Photos are an excellent way to memorialize your loved one. Framed photos may be utilized in your niche but please keep the size of your niche in mind when selecting your urn and frame.
5. With dignified personalization being the hallmark of our Glass Front Niches, Gethsemane Cemetery will reopen the niche, up to once per year in order to allow the owner or designated family members to change or update items within the niche. The cemetery does charge a fee for this service and only those authorized in writing, filed with the cemetery office, may request this service. At no time will the urn be removed from the niche.
6. The appearance of your niche is a direct reflection of Gethsemane Cemetery and will add to the overall beauty and dignity of our mausoleum. In order to ensure that the beauty and dignity is maintained, Gethsemane Cemetery Management reserves the right to make all decisions regarding the size and appropriateness, as well as the number of items to be placed in the Glass Front Niches.
7. Gethsemane Cemetery has provided several niche sizes to meet the needs of our families. If you plan on using a larger urn or two smaller urns, it has been our experience that a larger size niche would provide more value to our families. As stated earlier, we do not want the niches to appear crowded, nor do we wish to inform the family that an important representation of the deceased's life will not fit. Please keep this in mind when making your niche selection.

Article 15

Receiving Vaults

1. **Temporary Vaults:** The Cemetery Authority has no temporary receiving vaults. However, in an emergency situation for an interment, the Cemetery Authorities may designate a crypt to serve as a temporary receiving vault for a pre-determined period and under no circumstances shall a body be considered as interred or buried by being placed therein.
2. **Deposit Required:** A deposit, the amount of which shall be determined by the Cemetery Authorities, shall be required at the time of placing the remains in the temporary crypt, such deposit shall be sufficient to include the fees for the opening of said crypt twice and the fees for a permanent interment.
3. **Agreement Required:** A signed agreement with the person having the right of disposition of the body is required; such agreement shall acknowledge and agree that the Cemetery Authorities have the right to remove the body after the per-determined period and inter it in a location of the Cemetery Authority's choice without notice.

Article 16

Grading and Improvements

1. **Work To Be Done By Cemetery Authority:** All grading, landscape work and improvements of any kind, and all care on graves, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all opening and closing of graves, and all interments, dis-interments, entombments, inurnments, and removals shall be made only by the Cemetery Authorities and or their assigns. Shrubbery previously planted by certificate holder(s) is the sole responsibility of the certificate holder(s).
2. **Improvements and Alterations:** All improvements or alterations of lots in the cemeteries shall be under the direction of, and subject to the approval of the Cemetery Authorities; and should actions be taken without written consent, the Cemetery Authorities reserve the right to remove, alter, or change such improvements or alterations without notice at the expense of the Certificate Holder.
3. **Power Equipment:** For the protection of the cemetery, the employees, and visitors, with the exception of Cemetery Authorities and their agents, all work performed by mechanical equipment or power tools of any kind is strictly prohibited
4. **Care of Lot:** Hand trimming around memorials, weeding, hand trimming of permitted shrubbery at your family lot, are all permitted, recommended and encouraged activities.

Article 17

Cemetery Hours

1. **Right to Regulate:** The Cemetery Authorities reserve the right to regulate the opening and closing hours of the cemetery, cemetery offices, and buildings.
2. **Hours:** Cemetery grounds are open from sunrise to sunset, on a daily basis. The cemetery office is open 8:00am until 4:00pm, Monday thru Friday. All other times are by appointment only. The mausoleums are open from 8:00 am – 5:00pm on a daily basis. Weather, special events and good judgment prevails and visitation may be restricted.

Article 18

Outside Workers

No workmen other than employees of the cemetery will be permitted to work in the cemetery unless authorized by the Cemetery Authorities. However, Certificate Holders may have certain work done in accordance with the cemetery Rules and Regulations at their own expense upon application to the Cemetery Authorities. A Certificate of Insurance form approved by Cemetery Authorities should be on file at the Cemetery office for any vendor providing services to the cemetery or certificate holders.

Article 19

Employees

1. **Private Work:** Cemetery employees are not permitted to do any work for Certificate Holder(s) except upon the order of the Cemetery Authorities, but are required to be civil and courteous to all visitors.
2. **Payment:** No cemetery employee shall receive any fee, gratuity, or commission, directly or indirectly, except from the Cemetery Authorities.

Article 20

Loss or Damage

The Cemetery Authorities disclaim all responsibilities for loss or damage from cause beyond their reasonable control, and especially from damage by natural disaster, the elements, wind, earthquakes, flood, war, common enemy, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Cemetery Authorities whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair any section or lot, including graves, crypts, memorials, mausoleums or any portion or portions thereof in the Cemetery, which have been damaged by such causes, the Cemetery Authorities shall give a ten-day written notice of the necessity for such repair to the Certificate Holder(s) of record. The notice shall be given by depositing the same in the United States mail with postage thereon duly prepaid, addressed to the Certificate Holder(s) of record at his or her address stated on the records of the Cemetery Authorities. In the event the Certificate Holder fails to repair the damage within a reasonable time, the Cemetery Authorities may direct that the repairs be made and or the situation be corrected and charge the expense against the lot and to the current Certificate Holder(s) of record. The Cemetery Authorities shall with any insurance proceeds available make the best effort possible to repair the damage.

Article 21

Certificate Holder's Change in Address

It shall be the duty of the Certificate Holder(s) to notify the Cemetery Authorities of any change in his or her contact information. Notice sent to a Certificate Holder(s) at the last address in the Cemetery Authorities records shall be considered sufficient and proper legal notification.

Article 22

Care

1. **Definition:** Care is to be understood as the care and maintenance of lots necessitated by natural growth and ordinary wear, as well as general cleaning and maintenance of roadways, walks, and mausoleums provided there are sufficient care funds for that purpose.
2. **Not Included:** The term "care" shall in no case mean the maintenance, repair, replacement or reconstruction of any memorial or foundation placed or erected upon any lot; nor the planting of flowers or plants; nor the doing of any special or unusual work in the cemetery including work caused by erosion or impoverishment of the soil or lack of moisture or any cause direct or indirect beyond the Cemetery Authorities' reasonable control. The Cemetery Authorities may require that work be done in the best interest of the cemetery on a matter not included in the care provided by the cemetery. If such occurs, the Certificate Holder(s) will be notified to correct the problem and if the problem is not corrected with reasonable promptness, the Cemetery Authorities will authorize work to be done and the cost to be paid by the Certificate Holder(s).
3. **Foundation Care:** Foundation Care is charged for the long term care and maintenance of the foundation, which may include leveling and straightening. Foundation Care does not include foundation replacement or any additional services and the memorial remains the sole responsibility of the family.

Article 23

Memorials and Rules for Memorial Work

1. **Approval:** Our approval must be obtained through application process before any memorial is erected. Only such memorials as are permitted by the rules and regulations of the Cemetery shall be erected. The burden of keeping any such memorial in a safe and proper state of repair shall be the certificate holder(s), his/her heir(s) or assigns. All fees, back annual care, endowed care or balance due on the entire lot, along with all related fees must be paid in full before any memorial is approved. The Cemetery Authorities reserve the right to remove any memorial which does not conform to the rules and regulations, and or has fees associated with the installation of the memorial which have not been paid. In the event the nonconformance has not been corrected and or the fees have not been paid within 30 days from the date of written notice, the Cemetery Authorities shall be authorized to remove the memorial. The memorial may be reinstalled on the space only after the nonconformance has been corrected and or the fees have been paid. The reasonable cost of removal and storage of the memorial shall be added to the cost.
2. **Section MF & MG Infant Area:** Dis-interment of fetal or infant remains and individual memorialization, within the infant burial areas of section MF and MG shall not be allowed. Memorialization, if desired, shall be allowed on a central memorial in which the names of those interred may be inscribed for a fee.
3. **Loss or Damage:** The Cemetery Authorities disclaim all responsibility for loss or damage from cause beyond their reasonable control, and especially from damage by an act of God, the elements, wind, earthquakes, flood, war, common enemy, invasions, insurrection, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond the reasonable control of Gethsemane Cemetery whether the damage be direct or collateral.
4. **Right to Remove:** Should any memorial, in the opinion of the Cemetery Authorities, become a menace, unsightly, dilapidated or dangerous, it is understood that Gethsemane Cemetery shall have the right either to correct the condition or to remove the same at the expense of the certificate holder(s), after giving due notice in writing to the last known address of the certificate holder(s) on file in the Cemetery Office.
5. **Property of Family:** Memorials are the property of the family and should be insured against damage or loss. **See "Rules, Regulations and Specifications for Memorial Work" for complete details.**

Article 24

Private Mausoleums

1. **Designated Lots:** Mausoleums or tombs either wholly or partially above ground shall be constructed only on lots so designed. Plans, specifications, material, and location within the lot of such mausoleums or tombs shall be subject to the approval of the Cemetery Authorities. A deposit sought by the Cemetery Authorities shall be required to defray the Cemetery's legal costs for agreements, mechanics lien protection, insurance and workman's compensation review, etc.
2. **Entombment:** When entombment is made in a private mausoleum, the crypt shall be opened and properly sealed as directed by the Cemetery Authorities. The body of the deceased must be embalmed and a metal casket and crypt liner must be used. A letter confirming this by the funeral director must be sent to the cemetery office at least 24 hours prior to the entombment.
3. **Entombment Fee:** At the time of an entombment, Gethsemane Cemetery shall charge an entombment fee, as well as any additional charges for companion or couch crypts, additional labor, materials and or inscriptions as may be necessary

4. **Access:** Keys to each family mausoleum must be kept on file at the cemetery office to facilitate, cleaning, maintenance and entombments.
5. **Insurance:** Family mausoleums remain the responsibility of the family and therefore must be insured against damage. The Cemetery Authorities disclaim all responsibilities for loss or damage from cause beyond their reasonable control. **(See Article 20)**
6. **Endowed Mausoleum Care:** All private mausoleums approved for construction shall be placed in Endowed Mausoleum Care. The rates for such are available upon application.
See “Rules, Regulations and Specification for Memorial Work” for complete details.

Article 25

Charity, Fetus and Infant Burial

Gethsemane Cemetery will not deny a Catholic person a proper burial based on their ability to pay. Gethsemane has various options in order to accommodate all persons. The following arrangements are at need only. These arrangements must be made prior to any burial or purchase and only after the Family, Cemetery and Pastor have discussed these options. The following provisions apply to options A and B;

1. All burials will be double-depth when a second interment will be required.
2. No disinterment or removal will be allowed.
3. Burials are based on next available space.
4. These graves cannot be reserved.
5. No Saturday services are allowed for charity burials unless all fees have been paid, including the additional fee, if any, charged for Saturday burials.
6. No services or extras, which normally require the payment of additional fees, are allowed in conjunction with charity burials unless the fees for the burial have been paid in full.
7. The party or parties responsible for the interment of the deceased will be required to sign documents agreeing to all of the terms outlined in this section.

A. Free Burial

Free burial is available to any person(s) who is recommended by their Pastor as being in need. Free burial shall include one grave space chosen by Gethsemane Cemetery, and one weekday interment service fee at no cost. No other goods or services are included. The right to memorialize shall be given with the following restrictions. The memorial may only be constructed of granite, may only contain the name, birth date, and death date of the person interred and a religious symbol. The maximum size of the memorial shall be 2’-0” x 1’-0” x 0’x 4” and set flush to the ground. All charges associated with a memorial or the foundation must be paid in full.

B. Reduced Cost Burial Package (Traditional and Cremation options available)

The reduced cost burial package includes one grave space chosen by Gethsemane Cemetery, one interment service fee and one outer burial container. The entire cost of these items must be paid in full prior to interment. No other goods or services are included.

C. Infant/Child Burial

An infant section is available and all interments there are made at a reduced cost. The cost includes one grave space, interment service fee, and foundation. The right to memorialize is given consistent with Gethsemane's infant memorial policy. Free burial shall be extended to those at the recommendation of their Pastor.

A child's grave (traditional grave space, under 18 years old), shall also be provided at no cost should the parent(s) purchase additional grave(s) for themselves. Standard memorial privileges will apply. All related fees must be paid in full.

Fetus Burial

Notwithstanding any other provision of the Gethsemane Cemetery Rules and Regulations, Gethsemane will bury without charge to the parent(s) any pre-born infant for whom burial is requested at the cemetery either through St. Joseph's Hospital or through another hospital which has obtained the required permissions. Fetus burials shall not be the subject of reburial, disinterment or individual memorialization. Contact the Gethsemane Cemetery office with any questions.

Infant Burial

Section MF and MG Only

Gethsemane Cemetery has an infant section located in section MF and MG that was used for years as the burial place for many infants. Most of these burials were completed at no charge or reduced cost to the family. The names and lot numbers in which these infants have been interred have been recorded. However, due to the small size of each grave, in many cases they are no more than 8"-10" wide and 18"-24" long, and the way in which the interments were recorded on paper, it is not possible to accurately locate the exact position of these interments.

To preserve the memory of the deceased in these sections, Gethsemane adopts the following policy: Dis-interment of fetal or infant remains and individual memorialization, within the infant burial areas of section MF and MG, shall no longer be allowed. Memorialization, if desired, shall be allowed on a central memorial in which the names if those interred may be inscribed, for a fee.

Article 26

In General

1. **Canons, Rules and Regulations:** The Right of Burial (Interment and Entombment), the use of the property, merchandise and services purchased is and shall at all times be in accordance with and subject to all the canons, rules, regulations, of the Roman Catholic Church, the Diocese of Allentown and Gethsemane Cemetery, now in force or hereafter adopted. You expressly acknowledge that nothing in these Rules and Regulations shall limit or be deemed or interpreted to restrict our rights to alter, modify, or change the cemetery, the mausoleum or the method or manner of the operation of the cemetery and the mausoleum. We shall have full and absolute authority to operate, manage, and control the cemetery and mausoleum and further, without limitation, to determine the design, type, size, and location of all buildings, roads, features and improvements within the cemetery and to grade and improve the cemetery and all of the lots, spaces, crypts, and niches thereof including those purchased

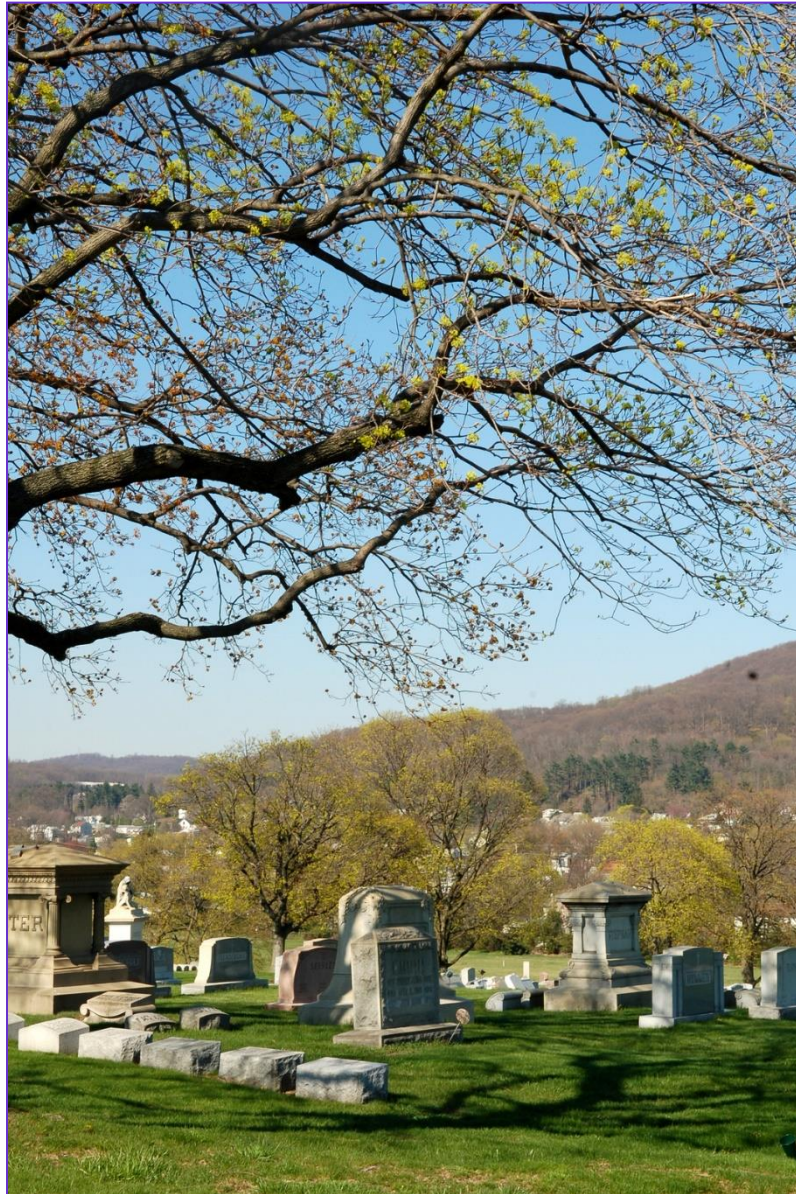
and to be purchase hereunder. You further waive any notice regarding the change in these canons, rules, and regulations.

2. **Exceptions:** Special cases may arise in which the literal enforcement of rules may impose unnecessary hardship. The Cemetery Authorities reserve the right, without notice, to make temporary exceptions, suspension or modifications in any of these Rules and Regulations when, in their sole judgment, the same appear advisable, and such temporary exceptions, suspensions or modifications shall in no way be considered as affecting the general application of such rule, and shall not be deemed a waiver of any provision of these Rules and Regulations.
3. **Amendments:** The Cemetery Authorities may, and they hereby expressly reserves the right, at anytime or times, to adopt new Rules and Regulations or to amend, alter or repeal any rule, article, paragraph or sentence, or part thereof, in these Rules and Regulations.
4. **Sole Judgment:** In all matters not specifically covered by these Rules and Regulations, the Cemetery Authorities reserve the right to do anything which, in their sole and absolute judgment, is deemed reasonable under the circumstances and such decision shall be final and binding upon the certificate holder(s), heir(s) and all parties concerned.
5. **Employee Statement:** With the exception of the Executive Director, the statement of any employee of the cemetery shall not be binding upon the Cemetery Authorities except as such statement coincides with a document conveying the right of interment and these rules and regulations.

The above Rules and Regulations were approved on the 11th Day of July, 2016
by and through Gethsemane Cemetery Advisory Board of Directors
with the approval of the Pastor of Saint Paul's Parish.

The above Rules and Regulations were approved on the 9th Day of March, 2010
by and through Gethsemane Cemetery Advisory Board of Directors
with the approval of the Pastor of Saint Paul's Parish.

Revised for Planting and Decoration Policy change, approved 17th Day of September, 2013
by and through Gethsemane Cemetery Advisory Board of Directors
with the approval of the Pastor of Saint Paul's Parish.



Our Mission

To bury the dead, comfort the sorrowful and pray for the living and the dead.

To offer our families choice and flexibility, coupled with unmatched service and care within a well maintained landscape, while preserving the dignity and identity of the Catholic Cemetery.

To deny no person a proper and dignified burial, regardless of their means.