

St. Peter's Catholic Church Cemetery

Rules and Regulations

Adopted September 23, 2014

(Revised August 6, 2015)

(Revised January 29, 2016)

Rules and Regulations
Governing the
Cemetery of St. Peter's Catholic Church

DIOCESE OF LAFAYETTE:

According to the Diocese of Lafayette Cemetery Handbook, section 3.1.

“Rules and regulations of a parish cemetery, whether being initially created or amending existing rules and regulations, should be reviewed by the parish attorney and submitted to the Vicar General of the Diocese for review prior to implementation.”

Preamble

The Catholic Cemetery is a sacred place.

As the last resting place of members of the family of God, the Church solemnly blesses her Cemeteries and dedicates them to the service of God and His people. This concern for the burial place of her children is an outgrowth of the deep respect and reverence she holds for the human body which is the dwelling place of the soul during man's life on earth and shares in his life in eternity.

When Christ rose from the dead, he gave to man a promise and a guarantee of his own resurrection one day. In her Masses for the deceased and in the prayers of the funeral services, the Church voices her belief in “the resurrection of the body and life everlasting.” In the same spirit, she sets aside and makes sacred the final resting places in which the bodies of her children await the day of their resurrection.

The Rules and Regulations which follow have been adopted by St. Peter's Catholic Church Cemetery Board for the mutual protection of the plot owners and the Church itself whose responsibility it is to manage and maintain the Cemetery. They are intended to safeguard the sacredness of the Cemetery, to promote its beauty and attractiveness, and to honor the beloved dead.

The Rules and Regulations seek also to protect the rights and interests of plot or crypt owners and other patrons of the Cemetery. They are the result of many years of practical experience in the management and maintenance of Catholic Cemeteries. They are based on the conviction that only if Management and plot owners both recognize a common interest and a mutual responsibility will our Catholic Cemeteries become and remain forever the beautiful and sacred places demanded by our Faith.

Rules and Regulations
Governing the
Cemetery of St. Peter's Catholic Church

Adopted by resolution of the St. Peter's Catholic Cemetery Board on the 29th day of January 2016.

All present plot owners and all persons entering the Cemetery shall be subject to these rules and regulations and such amendments or alterations as may be adopted by the Cemetery of St. Peter's Catholic Church. The reference to these rules and regulations in the document conveying the right of ownership and of interment shall have the same force and effect as is set forth therein.

I. Definitions

- A. Management: The term "Management" shall mean the person or persons duly appointed and authorized to manage and direct the cemetery owned and operated by St. Peter's Catholic Church, within the jurisdiction of the Congregation of St. Peter's Catholic Church and the Diocese of Lafayette, Louisiana.

The Management shall consist of St. Peter's Catholic Church Pastor and members of the St. Peter's Catholic Church Cemetery Board.

- B. Office of the Cemetery: The term "Office of the Cemetery" shall mean the main and central office of the cemetery located in the St. Peter's Parish offices at 108 East St. Peter Street, New Iberia, Louisiana whose mailing address is P. O. Box 12507 New Iberia, Louisiana 70562.
- C. Cemetery: The term "Cemetery" shall mean one or all of the properties dedicated to the burial of the dead.
- D. Cemetery Officer: The term "Cemetery Officer" shall mean the office of the Cemetery Manager in charge of St. Peter's Catholic Church Cemetery.
- E. Cemetery Manager: The term "Cemetery Manager" shall mean the person in charge of conducting the various operations and services at the cemetery.

- F. General Care: The term “General Care” shall mean the ordinary maintenance of the Cemetery and does not include the care and maintenance of individual lots, plots, crypt and burial places.
- G. Lot, Plot, Crypt, and Burial Place: The terms “Lot, Plot, Crypt, Burial Place” or similar term shall be used interchangeably, and shall include any structure thereon, and shall apply with like effect to one or more adjoining lots, plots, etc. All cemetery real estate (land) remains in the ownership of the cemetery.
- H. Memorial: The term “Memorial” may be either a tomb, coping, monument, marker, headstone, tablet, crypt front for one or more deceased persons.
- I. Interment: The term “interment” shall mean the unexposed disposition of the remains of a deceased person either temporarily or permanently.
- J. Above Ground Burial or Interment: The term “Above Ground Burial or Interment” shall mean the entombment of a deceased person in a vault, crypt, tomb erected on a plot above the normal level of ground.
- K. Ground Burial or Interment: The term “Ground Burial or Interment” shall mean interment made in coping or underground vault.
- L. Plot Owner: The term “Plot Owner” shall include person or persons who have purchased interment or entombment rights or who own same by right of inheritance or transfer. All cemetery real estate (land) remains in the ownership of the Cemetery.
- M. Legal Custodian of Remains: The term “Legal Custodian of Remains” shall mean, in the instance of interment, the surviving spouse or next of kin as provided under the law.
- N. Contractor or Contractors: The term “Contractor or Contractors” shall mean any business or person(s) to include architects, builders, cleaners, letter cutters, pavers, gardeners, or by any other term, or their agents or employees.
- O. Receiving Vault: The term “Receiving Vault” shall mean a crypt owned by the Cemetery in which a body is interred temporarily, usually for a rental fee to

await permanent burial. At this time, the cemetery does not have a receiving vault.

- P. Annual Care: The term “Annual Care” shall mean the normal upkeep on a yearly basis of all public spaces provided at a fee for service by the Management. It does not include painting or any repairs of any kind to tomb, crypt, etc.
- Q. Individual plot care: The Cemetery Manager can provide a listing of qualified contractors for care and maintenance of individual tombs.

II. Purpose of the Cemetery

- A. The Catholic Cemetery was established and is operated to provide members of the Roman Catholic Church with ground for burial purposes, In as far as space is available.
- B. In all matters pertaining to the cemetery, including sales, burials, maintenance, policies, services, and other operations, these Rules and Regulations and the current discipline of the Church shall govern at all times; any situation not specifically covered or provided for in these Rules and Regulations shall be at the discretion of Management.
- C. Appeals against decisions and policies may be made only to the Cemetery Manager who, when circumstances warrant, will bring an appeal to the Board for a definitive judgment.

III. Admissions to the Cemetery

- A. The Management reserves the right to determine who may enter the Cemetery and shall refuse admission and/or use of its facilities to any person or persons or businesses as these Rules and Regulations or its judgment may dictate.
- B. Automobiles and other automotive equipment are not allowed within the Cemetery unless authorized by the Cemetery Manager in advance..

IV. Arrangements for Funerals and Interments

- A. The Management shall have the right to request those wishing to arrange for an interment and funeral to call in person at the Cemetery Office during office hours and in ample time to complete arrangements.
- B. The plot owner or his duly authorized representative shall have the right to order the location of each interment in a plot, tomb, if, in the judgment of the Cemetery Manager, conditions permit. Should no such order be made, the Management reserves the right to make the interment in a location designated by the Cemetery Manager.
- C. Management shall assume, upon presentations of a title or written order authorizing the opening of a plot for interment or dis-interment, that all interested parties have acquiesced in the interment of the party or parties to be interred, and the Management shall not be liable for improper opening or closing of a burial place unless a protest in writing has been made and filed in advance with the Cemetery Manager.
- D. Management shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with, or where said Rules and Regulations forbid such interment; and, further, said Management reserves the right, under such circumstances, to delay the burial or to place the body in a receiving vault, if available, until full rights have been determined. Persons filing such protests must guarantee the interment fee and all other costs which may arise from such action. The guarantee must be in a form approved by management.
- E. The Management reserves the right to refuse interment in any plot, vault, crypt, or tomb and to refuse to open any burial place for any other purpose, except on the presentation of the title or written application by the plot owner or owners of record or their designated agent. To avoid inconvenience, the Management may accept from the plot owner or title holder a faxed/emailed authorization for interment.
- F. The Management shall not be responsible for an order or instruction given by telephone directly or indirectly, or any mistake or delay occurring from

said telephone order, or from want of precise and proper instruction as to the particular space or crypt to be used, size and location of plot or tomb, etc., where interment is desired. The Management reserves the right to make an equitable charge whenever additional labor costs result from mistakes or change in the orders.

V. Interment and Removal Procedures

- A. No person(s) or business may inter, disinter, or reinter any human remains within the confines of the Cemetery without first contacting the Cemetery Office and completing the necessary forms.
- B. All orders for interments, disinterment, and removals are accepted subject to the laws and ordinances of the city, parish, and state, the laws and discipline of the Catholic Church, and these Rules and Regulations.
- C. Certificate of Burial Right to the burial place to be used must be presented at the Cemetery Office before an interment will be made. The Cemetery Manager must have assurances of the right of interment as requested before a burial place will be opened. Fees and other charges for interments, disinterments, removals or other services related thereto are due and payable at the Cemetery Office before a burial will be made.
- D. Funeral Directors, prior to arrival at the Cemetery with the funeral, must present the necessary burial permit from the local Health Department before an interment will be allowed. Permit to be presented at the Cemetery Office during normal working hours. In the event that it is after hours, it is to be placed in the building's mail slot on Iberia Street.
- E. Arrangement for payment of any and all indebtedness due to the Cemetery must be made before an interment will be allowed.
- F. The Management shall not be liable for the burial permit nor responsible for the accuracy of the date contained therein nor for the identity of the person to be interred or entombed.
- G. No casket shall be opened within the Cemetery by any person without the written consent of Management.

- H. Management shall not be responsible at any time for any damage or breakage to doors, tablets, slabs, or other parts of tombs, vaults, copings, or memorials and same are always handled only at the owner's risk.
- I. Management reserves the right to refuse to make an interment in any tomb, vault, or crypt which in the opinion of the Cemetery Manager of the Cemetery, is not airtight, is unsafe or does not conform to the regulations of the Board of Health. Management may require tomb to be repaired prior to burial at the expense of the plot owner.
- J. No disinterment or removal shall be allowed except with the permissions of Management and upon producing an authentic Act of Authorization of the person or persons entitled by law to order the disinterment and/or removal. Management may require tomb to be repaired after removal at the expense of the plot owner.
- K. Management assumes no liability for the damage to any casket or burial incurred in making the disinterment and removal.
- L. The Management shall have the right to designate the hour and manner in which interments, disinterments, and removals will be permitted. All interments, disinterments, and removals shall be subject to the payment of such charges as shall be fixed by the Management.

VI. Correction of Errors

- A. The Management reserves, and shall have the right to correct any errors that may be made by it, either in making interments, disinterments, or removals, or in the descriptions, transfer or conveyance of any interment rights or plot, either by canceling such conveyance and substituting any conveyance in lieu thereof other interment rights or plot of equal value and similar location as far as possible, as may be selected by the Management, or in the sole discretion of the management, by refunding the money paid on account of said purchase. In the event any such error shall involve the interment of the remains of any person in any plots, Management reserves, and shall have, the right to remove and reinter the remains in such other plot of equal value and similar location as may be substituted and conveyed in lieu thereof.

VII. Rights and Obligations of Plot Owners

- A. The Management reserves the right to specify the terms of purchase of all interment rights and plots, crypts, and etc.
- B. All rights of interment and all proprietary rights to improvements on this burial plot shall be presumed to reside in the party or parties named in the title or their legal heirs; these rights and other rights which may be alleged as related to the burial place shall be subject to all conditions, regulations, and restrictions set forth in the title and in these Rules and Regulations.
- C. The use of plot, crypt, etc. is for the interment of human remains only.
- D. Plot owners shall not permit interments to be made in their plot or plots for remuneration, but may sell said plot with all rights, privileges and obligations which accompany ownership thereof, provided the Cemetery is so notified and the new owner(s) are identified in the Cemetery records, and any past dues are paid prior to such conveyance.
- E. Should the purchaser of a burial place, his heirs, and assigns fail to carry out the terms of the purchase agreement, Management may declare said agreement cancelled and all rights of the purchaser, his heirs, and assigns forfeited as well as to all payments made after first having fifteen (15) days written notice by deposit of a letter in the United States Post Office with adequate postage thereon duly prepaid to the person or persons making the purchase at the address stated on the Cemetery records. In the event of such failures or default and an interment has been made in said burial place, Management is empowered to act as duly appointed agent in obtaining any and all necessary interment or health permits for removal or re-interment in another location. As long as the remains are with said Management this agency shall be coupled with an interest and this power shall be irrevocable. Management reserves and shall have the right, immediately or at any time thereafter, without further notice and at its discretion, to remove all remains from said plot, then re-inter in any part of said Cemetery grounds and there after all liability or responsibility of Management shall cease.

- F. No interment rights or contracts from the purchase of interment rights can be sold, assigned, transferred, pledged, or hypothecated without the written approval of Management. This provision applies to all sales, whether made directly by the Cemetery, its agents, or by plot owners.
- G. No monument, effigy, or structure of any kind shall be erected upon any plot, tomb, coping, nor shall any inscriptions be placed upon any plot, tomb, coping, or mausoleum without the consent of Management and, should any such monument, effigy, or structure or any inscriptions be placed upon said, plot, tomb, coping, then the Management shall have, at its discretion, the right to remove same and bill the offender for costs thereof.
- H. No tomb, coping, monument, marker, etc. shall be erected on any plot or plots other than by a memorial contractor approved by Management.
- I. The plot shall not be used for any purpose other than a place of burial for the human dead and no trees, shrubs, etc. may be planted within the plot or adjacent thereto without the written permission of the Management.
- J. If any trees, shrubs, etc. are planted on any plot by the owner or his heirs without the written consent of Management, or have naturally grown on a plot, then Management shall have the right to enter upon said plot and remove such trees, shrubs, etc. at its discretion.
- K. It is the duty and responsibility of the plot owner (or heirs) to maintain his plot and memorial. In event of default, the Management reserves and shall have the right at the expense of the plot owner and as a charge against said plot to remove all grass and overgrowth, including trees, shrubs, etc. from the lot as often as necessary, charging the prevailing rate for such service. In the event of default for maintenance to memorials, Management will have the right at the expense of the plot owner and as a charge against said plot to repair and remove any memorial which has become dangerous or dilapidated or any other object of embellishment that has become unsightly or dangerous. Prior to undertaking or causing to be executed such work, Management shall notify the owner or his recorded assignee or successor in title, in writing by letter directed and mailed to his last known address not less than fifteen (15) calendar days prior to causing the work to be performed.

- L. Work made necessary by Acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, war, riot, the elements, or other conditions or circumstances which render immediate work necessary in order to protect the public and/or adjacent property in the event municipal, health, or police authorities have ordered such work, then and in these events, it shall not be necessary to advise the purchaser or his assignee or successor in title, and in all events plot owner shall be responsible for all work done or damage sustained.
- M. Description of plots will be in accordance with the Cemetery plats which are kept on file in the office of the cemetery.

VIII. Titles, Transfers, and Assignments

- A. Only one title shall be issued for each plot, crypt, vault, or place of burial.
- B. A plot shall be indivisible and the whole of such plot becomes inalienable except in cases of succession or transfer recognized by Management.
- C. In event of the intestate death of a plot owner, interment rights descend to his heirs according to the law of descent as defined by the State of Louisiana.
- D. Titles shall not remain in the name of the deceased, but should be transferred on Cemetery Records to the living heirs – at – law.
- E. Duplicate titles will be issued only upon proper proof of ownership in the form of a notarized affidavit.
- F. Transfer of ownership will be recognized when all plot owners or all heirs furnish Management with a certified copy of Judgment of Possession from judicial succession, notarized Act of Sale or donation signed by plot owner or owners. (See Section VII – Rights and Obligations of Plot Owners)
- G. A fee will be charged for duplicate titles, transfers, assignments, and endorsements according to the prevailing schedule or charges.

- H. Any conveyance by a plot owner contrary to these Rules and Regulations, or any attempt to sell or give away all or any part of a burial plot in any manner other than set forth in the above rules, shall be void and of no effect.
- I. On all duplicate titles, endorsements, transfers, affidavits authorizing certain services, and similar documents, the owner shall agree to indemnify the Cemetery from any and all liability or damages which might ensue from the issuance or acceptance of a document or the performance of a service.

IX. Service Charges and Payments

- A. The Management shall have the right to fix a charge and time of payment for each interment, disinterment, removal, sale of plot, plot transferred or returned, maintenance of plots, and for the performance of another service rendered by the Management; and all work in connection with such service shall be subject to the approval and supervision of said Management.
- B. All fees or charges for service are payable at the office of the Cemetery and a receipt should be requested whenever payment is made.
- C. Management reserves the right to disallow interment, or transfer of a plot, etc. until an arrangement has been made for past fees.

X. Right to Re-Plat

- A. The following rights and privileges are hereby expressly reserved to the Management to be exercised, at any time or from time to time in perpetuity, for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for the care of, preservation of, or preparation for the disposal or interment of, human remains or other cemetery purpose:
 - 1. To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the Cemetery, after receiving approval from the Diocese.

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 plot is preserved.

B. The following rights and privileges are hereby expressly reserved to the Management to be exercised at any time or from time to time in perpetuity:

Easements and rights of way over and through all of said Cemetery premises for the purposes of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric, or communication lines or for any other Cemetery purposes

XI. No Easements Granted

No easement or right of interment is granted to any plot owner in any road, drive, or walk within the Cemetery, but such road, drive, walk may be used as a means of access to the Cemetery and its buildings as long as the Management devotes such road, drive, or walk to that purpose.

XII. Use of Cemetery

- A. Visitors: Within the Cemetery, visitors shall use only the avenues, roads, and walks allotted by the Cemetery for ingress and egress. The Management expressly disclaims liability for any injuries sustained by anyone violating this rule.
- B. Strangers: Are not permitted to sit or lounge on any of the grounds, graves, or monuments in the Cemetery, or in any of the buildings.
- C. Trespassers: Only the plot owner and his relatives or friends shall be permitted on the Cemetery plot. Any other person thereon shall be considered a trespasser, and Management shall own no duty to said trespasser to keep the property or the memorial thereon, in a reasonably safe condition.
- D. Children: Under sixteen (16) years of age are not permitted within the Cemetery unless accompanied by an adult.

- E. Animals: Shall not be allowed in the Cemetery or in any of buildings in the Cemetery, except service animals for the sight impaired.
- F. Lawns: Lawns (and all public areas) shall not be disturbed for any purpose except under the supervision of the Management.
- G. Ornaments and Flower Vases: Management reserves the right to regulate the method of decoration of plots so that uniform beauty and utility of the cemetery is maintained. Glass vases or any items made of glass are not permitted.
- H. Liability for Floral Pieces or Vases: The Management shall not be liable for vases, floral pieces or baskets in which or to which such floral pieces are attached.
- I. Removal of Floral Frames: Management reserves the right to remove or demand the removal of any flowers, vases, frames, or design. If floral frames are not removed within three days after a burial, or in time to allow access by other plot owners as needed for interment, (by those entitled to them), Management may remove and dispose of them in any manner it sees fit.
- J. Motor Vehicles: Automobiles, funeral coaches, and trucks are not allowed.
- K. Bicycles and Motorcycles: Bicycles and motorcycles are not allowed into the cemetery and should not be parked in a manner that either blocks the sidewalk or access into the cemetery.

XIII. Conduct in Cemetery

- A. Idling, loafing, loitering, or any boisterous behavior within the cemetery or its buildings is prohibited.
- B. Rubbish, waste paper, wilted flowers, waste from maintenance activities may not be left on cemetery grounds, plots, walkways, roadways, or buildings. Under no circumstances shall a brick, mortar or other portion of a grave be moved to secure a vase, plants, papers, etc.

- C. Flowers and shrubs: No one is permitted to cut, break, pick or remove any flower, branch, or otherwise cut, remove or injure any tree, plant or shrub which has been provided by Management for the purpose of cemetery beatification, ground cover, or any other purpose without the specific permission of Management.
- D. Peddling or Soliciting: No one shall be permitted to peddle flowers, plants, or any other articles or items, or to solicit funds for any purpose whatsoever within the Cemetery unless authorized by the Management and under its direct supervision.
- E. Signs and Advertising: No signs, notices, or advertising of any kind shall be allowed within the Cemetery except those placed there by the Management.
- F. Improper Assemblages: The Management reserves the right to forbid and prevent assemblages which it deems improper or unbecoming of a Catholic cemetery.
- G. Weapons: Only those persons authorize by Management, to include law enforcement officers, military honor guards and firing parties and those holding current concealed handgun permits issued by the State of Louisiana shall be permitted to bring firearms within the Cemetery.
- H. All persons are reminded that the Cemetery grounds are sacred and devoted to the burial of the dead and that the provisions and penalties of the law, as provided by Statue, will be enforced in all cases of wanton injury, disturbance or disregard of these Rules and Regulations.

XIV. Grading and Improvements

- A. All grading, landscape work, and improvements of any kind shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed solely by the Management or under its direction.
- B. All improvements or alterations of plots in the Cemetery shall be under the direction of and subject to the approval of the Management; and, should such be made without its written consent, said Management reserves the right to remove, alter or change such improvement or alteration at the

expense of the plot owner. Tombs and memorials may be painted with only white or gray pastel colors.

XV. Cemetery Hours

Cemetery visiting hours are from dawn to dusk. The Management reserves the right to change visiting hours and temporarily close the cemetery to any and all visitors whenever it deems necessary without notice.

XVI. Outside Workers

No workmen, other than employees of the Management, will be permitted to work in the Cemetery unless authorized by said Management. Plot owners may have certain work done in accordance with these Rules and Regulations at their own expenses upon advance application to the Management at the cemetery office. (See section I, Para. B)

XVII. Employees

- A. Cemetery employees are not permitted to perform any work for plot owners except under the order of Management.
- B. 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.
- C. Cemetery employees are instructed to be courteous and cooperative with plot owners and visitors. Lack of courtesy and civility should be reported to the Cemetery Manager when an incident occurs.

XVIII. Loss or Damage

- A. Tombs, copings, and all other improvements on a site are the property of the purchaser and heirs. The Cemetery assumes no responsibility for loss or damage to said property by visitors, vandals, or unauthorized parties who enter the Cemetery. The Management also disclaims all responsibility for loss or damage due to an Act of God, the elements, earthquakes, wars, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief

makers, explosions, automobiles, or any cause similar or dissimilar beyond control of Management whether the damage or loss be direct or collateral.

- B. In the event it becomes necessary to reconstruct or repair any section or plot, including graves, tombs, crypts, or any portions thereof, which has been damaged by such causes, the Management shall give a fifteen (15) day written notice of the necessity for such repair to the plot holder of record. The notice shall be given by depositing the same in the United States mail with postage thereon duly prepaid, addressed to the plot owner of record as his or her address stated on the books of the Management. In the event the plot owner fails to repair the damage within a reasonable time, the Management may direct that the repairs be made and charge the expense against the plot and the plot owner of record.

XIX. Plot Owners Change of Address

It shall be the duty of the plot owner or his legal heirs to notify the Management of any change in his address or change of ownership. Notice sent to a plot owner at the last address in the Management's records shall be considered sufficient and proper legal notification.

XX. Care and Maintenance

- A. The annual care and maintenance fee is due on or before October 31 of each year and said fee will be set annually by the Cemetery Board.
- B. The term "Care and Maintenance" shall in no case mean the maintenance, repair or replacement of any memorial placed or erected upon any plot; or planting flowers or ornamental plants; nor any special or unusual work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any marker, granite, bronze, or concrete work on any section of plot, or any portion or portions thereof in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Management's reasonable control.
- C. All grass cutting, grading, care of plots shall be managed by the Cemetery Manager except where permission has been granted to plot owners to do such work on their plots personally or by their gardeners.

- D. No plot owner is permitted to bring in dirt, sand, rocks, fertilizer, etc. for the purpose of filling graves or raising the level of the plot except with written permission of Management.
- E. The Management reserves the right to refuse to make interments in any tomb, crypt, or plot which may be in such bad structural condition that opening and closing would be in violation of City and State Health Regulations or, in its sole judgment, would be dangerous to its employees.

XXI. Memorials and Rules for Memorial Work

- A. Memorial dealers and funeral homes shall abide by all Rules and Regulations of the Cemetery.
- B. The Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments, or markers placed or to be placed in the Cemetery. Above ground crypts shall not exceed the height of greater than two levels. All memorials are subject to the approval of the Management prior to the placement, and acceptance or rejection shall be based upon such approval.
- C. The Management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the furnishing, erection, and conditions, the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, monuments, markers, copings, tombs, etc. to be placed in the Cemetery. Said detailed regulations and instructions and all amendments thereto are hereby made a part of these Rules and Regulations.
- D. The Management reserves the right to set the days and hours when a permit may be obtained and when a memorial may be delivered to the Cemetery. Permits must be obtained in advance at the Cemetery Office.
- E. All memorial work, placement, or removal of any memorial, shall be on the written order of the plot owner, and with a permit issued by the Management.

- F. Management reserves the right to assign charges for memorial foundations, memorial permits, placements or removals, and the right to demand that said charges be paid in advance and before the work is done. The management also reserves the right to assign a fee for any memorial left at the Cemetery before the Cemetery permit has been issued.
- G. A detailed plan and design of all memorials must be submitted to the Management for approval before a permit will be issued, and no memorials shall be erected or placed until reviewed, approved, and accepted by the Management. If the memorial does not conform in every detail to the approved design, it shall be the sole responsibility of the dealer to correct any errors or deficiencies in workmanship and material.
- H. The type of memorial permitted and the location and position in which said memorial is to be placed or erected on a plot shall be entirely subject to the approval and under the supervision of the Management.
- I. As a rule, only one monument shall be erected on a plot and same must be placed at the rear of the coping or enclosure. In no case shall a monument or marker encroach upon space required for interment.
- J. Non-cemetery employees, in placing or erecting monuments and other structures, or bringing materials for such work, must do so under permission from the Management and under its supervision.
- K. Persons or businesses performing a service of any kind without authorization of Management will be ordered from the premises until the required authorization has been obtained. Repeated offenses may result in a person or business being banned from future cemetery work.
- L. Damage done to plots, tombs, walks, drives, trees, lawns, shrubs, or other property by non-cemetery workers, dealers, contractors, or their agents, shall be repaired at once to the satisfaction of Management and/or the plot owner. Upon failure of the person or entity to make such repairs, same will be undertaken by Management and the cost charged to the dealer or contractor and, in their default, to the plot owner. Said charges must be paid before the plot can be used for an interment.

- M. The Management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparation thereof has not been made; or when work is being done in such a manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to specifications; or when any reasonable request on the part of the Management is disregarded; or when any person doing the work violates any rules of the Management. This will include work done without obtaining a permit in advance
- N. The Management accepts no responsibility for the protection of raised lettering, carving, or ornaments on any memorial or any structure on any plot, to include fencing, benches, vases, etc.
- O. The Management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the Cemetery.
- P. Contractors for any type of memorial work or lettering must furnish Management with a Certificate of Insurance that they are protected from all liabilities as governed by the State of Louisiana Workmen's Compensation Act and with sufficient coverage of Public Liability Insurance according to the current rates set by the Diocese. St. Peter's Catholic Church of New Iberia and the Diocese of Lafayette are to be named as additional insured on the referenced commercial general liability insurance policy.
- Q. The Management reserves the right to refuse a permit to any person, dealer, or contractor whose workmanship in the past has been unsatisfactory or who has previously violated the Rules and Regulations of the Cemetery.
- R. Concrete blocks, bricks, or spalls are not acceptable for exterior construction of a burial place. Exterior natural stone or pre-cast stone or other material must be of a thickness acceptable to and in compliance with the Louisiana State Cemetery Board.
- S. The Management reserves the right to refuse a permit if the size, type, quality, thickness, or finish of any material to be used in construction does not receive its approval.

- T. All foundations and all memorials are to be erected on proper footings with reinforced concrete and set to conform with plans, Rules and Regulations, or when not specified in the Rules, construction is to be governed by the City code and/or building code of each craft.
- U. On completion of repairs of any memorial work, paving, lettering, etc., by contractors, their agents or employees, all debris, materials, equipment, etc., must be promptly removed from the Cemetery and must notify Management that the job has been completed.
- V. Failure to comply with any of the above may result in person(s), businesses, contractor being denied future access to the Cemetery

XXII. Tombs, and Copings

- A. Tombs, and copings, either wholly or partially above ground, shall be constructed only in plots designated. Plans, specifications, material, and location in the plot of such tomb, or coping shall be subject to the approval of the Management.

XXIII. Cremations

- A. Cremation remains of deceased can only be placed in a columbarium, or inside a structurally sound tomb, or completely below ground level. The location of burial of cremation remains must be approved by cemetery management. Cremation stones containing remains are not allowed to be placed on top of or alongside any tomb. Cremation remains must be enclosed in containers such as a sealed urn, vase or container specifically designed for that purpose. A visible permanent monument or marker must be placed at the burial site designating the deceased proper name, and dates of birth and death, (if known.)

XXIV. General Provisions

- A. A statement of any employee of the Management shall not be binding upon the Management except as such statement coincides with the document conveying the right on interment and these Rules and Regulations.

- B. These Rules and Regulations shall apply to any plot, memorial, etc. now in existence or which may hereafter be erected in the Cemetery.
- C. The Management shall in no way be liable for any delay in fulfillment of any of its contractual or legal obligations, including but not limited to maintenance care, burial of the dead, memorial work or construction, which may arise from causes beyond its reasonable control including delays caused by the elements, Acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority.
- D. The Management reserves the right, without notice, to make exceptions, suspension or modifications in any of these rules or regulations when, in its judgment, the same appear advisable; and such exceptions, suspension or modification shall in no way be considered as affecting the general application of such rule.
- E. 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 in the premises, and such determination shall be binding upon the plot owner and all parties concerned.
- F. The 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.

Approved: Rev. William Blanda Date: 21 February 2016

Rev. William Blanda
Pastor St. Peter's Catholic Church