

ARTESIA CEMETERY DISTRICT MEMORIAL MARKER / HEADSTONE POLICY

PURPOSE: The purpose of this policy is to provide a dignified and respectful means for recognizing the memories of a decedent in a peaceful, tranquil, and aesthetically pleasing environment open to members of the general public who possess varying degrees of social sensitivities, cultural customs, and religious beliefs.

POLICY: This policy intends to protect public safety through the imposition of certain requirements and specifications for memorial markers that are intended to minimize the risk of physical harm. In addition, this policy will create uniformity, accuracy and quality of memorial markers.

MEMORIAL MARKERS: For the purpose of this policy, Memorial Markers refer to grave headstones, including cremation niche name plates.

1. A memorial marker shall be placed on every below-ground interment plot identifying the name of the decedent(s) and including any other such information as may be permitted by this policy. Placement of marker shall occur within 6 months of the date of interment. Markers shall be placed on the westside of the plot. The wording on the marker shall be readable and right-side when public is facing west.
2. Memorial markers are not sold by the District, any District trustee, or any person employed by the District. Memorial markers meeting the requirements and specifications of this policy, may be purchased from private vendors or any other source.
3. The District may provide a list of memorial marker vendors which have sold memorial markers to District's cemetery customers and which to the best of the District's knowledge, possess valid business licenses and sellers permits issued by the California Department of Tax and Fee Administration. The District, however, does not endorse or guarantee the services or workmanship of any vendor included on the District's recommended list.
4. The District reserves the right to refuse to install a memorial marker upon evidence that the vendor does not possess all requisite business, seller and/or vocational permits and/or licenses, has received complaints from customers on file with the District or has violated any provision of this policy.
5. The record owner of a memorial marker shall be the person or persons registered as the record owner of the subject interment site in the latest records maintained by the District, or other family members.
6. The maximum number of memorial markers shall not exceed 3 per grave and not exceed one marker per interment. Only one upright per single grave is allowed in Tier 1: from roadway to the front office building. Upright markers are not allowed, within 20 feet, around flagpole.

7. All memorial markers will be installed only by the District. The District reserves the right to refuse the installation of any memorial marker that does not meet the requirements and specifications set forth in this policy. All unauthorized installations will be subject to immediate removal by the District without notice. The District may dispose of any unauthorized installations as it deems appropriate without notice to the record owner. Any costs incurred by the District for such removal and disposal of any unauthorized installations shall be charged to the record owner and shall be due and payable to the District within 30 days of the date an invoice is dispatch to the record owner by first-class mail, electronic mail and / or personal delivery.

8. All memorial markers will be oriented in a manner consistent with the official plans and designs of the cemetery. Markers on burial graves will be place on the western portion of the grave.

9. Memorial markers shall not deviate from the specifications and dimensions as outlined in the Headstone Authorization Form. Owners acknowledge that incidental surface wear to the memorial marker (including the stone surface) may occur over time despite compliance with Lawn Mower Protection (LMP) requirements, and the District shall not be liable for such wear or any other incidental damage resulting from cemetery operations, mowing, equipment use, or related maintenance activities. As a reference, the current memorial marker dimensions are:

Flush Markers (All Tiers):

<u>Style</u>	<u>Dimensions</u> (L" = Length x W" = Width x T" = Thickness)
Cremation/Infant/UG	*20" L x 12" W x 3" T
Single Grave Plot / D.D.	*28" L x 16" W x 3" T
Side-by-Side Grave	*36" L x 18" W x 3" T

* Headstones must have **ONE** of the following: (1) **Lawn Mower Protection (LMP) Edge** **OR** (2) **a 2-inch sanded border** included within the size

Upright Markers (Tier 1 ONLY):

<u>Style / Type</u>	<u>Dimensions</u> (L"=Length x T"=Thick x H"=Height x W"=Width)	<u>Base</u>
Cremation/Infant	18" L x 18" H x 6" T	20" L x 12" W x 6" T
Single Grave / D.D.	24" L x 24" H x 6" T	28" L x 12" W x 6" T

Side-by-Side Grave	36" L x 28" H x 6" T	42" L x 12" W x 6" T
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Chapel “Capilla” Style Upright Markers (Tier 1 ONLY):

TYPE:	HEADER	CENTER	BASE
	(L"= Length x H"= Height x W"= Width x T"= Thick)		
Single / D.D. Grave	28" L x 6" H x 8" T	24" L x 24" H x 8" T	28" L x 16" W x 6" T
Side-by-Side Grave	30" L x 6" H x 8" T	26" L x 24" H x 8" T	36" L x 16" W x 6" T

Cremation Niche Name Plates

	Cremation Niches Bench / Pedestal /Wall	Dimensions
	Bronze Name Plate	5"L x 3"W x 1/4"T
	Cremation Niche Rock	Dimensions
	Bronze Round Name Plate	8" Round Plate

10. All memorial markers shall be flat with smooth edges; and they must be rectangular with the longest sides placed horizontally at the top and bottom and shortest sides placed vertically. Flush markers must have ONE of the following: (1) Lawn Mower Protection Edge (LMP) OR (2) a 2-inch sanded border. In no case will the highest part of the surface of a memorial marker rise more than 3/8" above the surface upon which it sits or is affixed. Notwithstanding compliance with LMP requirements, the District and its employees shall not be liable for any damage, scratches, nicks, fading, or deterioration to memorial markers (including the stone surface itself) caused by cemetery operations (such as mowing or equipment use), vandalism, weather, natural causes, ground settling, or any other causes of damage. Owners acknowledge that incidental surface wear may occur over time despite compliance with mower-protection requirements.

11. All memorial markers shall contain no covers. All covers will be immediately removed and disposed of by the District as it deems appropriate without notice to the record owner. Any costs incurred by the District for the removal of covers will be charged to the record owner and shall be due and payable to the District within 30 days of the date an invoice is dispatch to the record

owner by first-class mail, electronic mail and/ or personal delivery.

12. The name on the memorial marker placed at an interment site must include the legal name as it appears on the government issued identification that was received by the cemetery at the time of interment. Memorial markers may only include the following information: (a) name of decedent(s) per government issued identification; (b) date of birth; (c) date of death; (e) United States military branch and logo; (f) dates of United States military service; (g) photograph of decedents(s); and (h) an epitaph or term of endearment not exceeding 100 characters, not including punctuation marks. The District reserves the right to refuse the installation of any memorial mark that does not meet these requirements. The District reserves the right to refuse the installation of any memorial marker containing content that is obscene, constitutes fighting words, or incites imminent lawless action, as defined by published legal opinions of a court of competent jurisdiction.

13. Memorial markers shall be professionally manufactured of solid industry standard granite, marble, or U.S. standard bronze.

14. Only the permanent memorial markers that meet the requirements and specifications of this policy will be authorized for installation at an interment site. No upright memorial markers will be permitted, with the exception of certain designated areas of the cemetery where there are cremains interment sites upon which a specific type of design of an upright memorial marker is permitted (Tier 1 only). All unauthorized permanent memorial makers will be immediately removed and disposed of by the District as it deems appropriate, without notice to the record owner. Any costs incurred by the District for the removal of such unauthorized items will be charged to the record owner and shall be due and payable to the District within 30 days of the date an invoice is dispatch to the record owner by first-class mail, electronic mail and/ or personal delivery.

15. Families that choose to place an upright marker (in Tier 1), shall be responsible to pay for the expense of having to remove and reinstall the upright marker to accommodate any future burial on that grave.

16. The District is not responsible for maintaining or repairing memorial markers. The responsibility for maintenance and repairs rests solely with the record owner or the record owner's designee. All maintenance and repairs performed on memorial markers shall be at the record owner's expense. The District does not provide any supplies, equipment, electricity, fuel, power source or water for the maintenance or repairs of memorial markers. The District staff can repolish and repaint most markers for a fee, as listed in the ACD Fee Schedule.

17. The District is not responsible for removing damaged memorial markers. The responsibility for removing a damaged memorial marker rest solely with the owner or the owner's designee. The removal of a damaged memorial marker shall be at the owner's expense. The District does not provide any supplies, equipment, electricity, fuel, power source or water for the removal of damaged memorial markers.

18. The District and its employees shall not be liable for any damage to porcelain portraiture on

an enamel (metal) plate or any other pictures or emblems on markers caused by cemetery operations, vandalism, weather, natural causes, or any other causes of damage. The District and its employees shall not be liable for any damage, scratches, nicks, fading, or deterioration to memorial markers (including the stone surface itself) caused by cemetery operations (such as mowing or equipment use), vandalism, weather, natural causes, ground settling, or any other causes of damage. This limitation applies to the entirety of the memorial marker, including but not limited to the stone surface, inscriptions, etchings, photographs, and any affixed emblems or ornamentation.

19. The record owner shall be responsible for the cost of replacing memorial markers. The installation of a replacement memorial marker however will be done by the District at the record owner's cost.

20. The record owner shall be responsible for the cost of relocating memorial markers. The installation of a relocated memorial marker however will be done by the District at the record owner's cost.

21. The record owner of a memorial marker shall be liable to pay all damages resulting from the negligent or reckless maintenance or repair of a memorial marker or the negligent, reckless or unauthorized placement, installation or removal by the record owner or record owner's employees, agents, family members, acquaintances or contractors or anyone directed by the record owner. Such damages may include but not be limited to personal injuries and property damage proximately caused by the negligent or reckless maintenance or repair of a memorial marker or the negligent, reckless or unauthorized placement, installation or removal by the record owner or record owner's employees, agents, family members, acquaintances or contractors or anyone directed by the record owner.

22. The District reserves the right, but not obligation, to cause the removal of any memorial marker that has caused bodily harm or property damage or poses a risk of causing bodily harm or property damage or poses a risk to public safety as determined by the District in its sole discretion. The District will store the removed memorial marker, unless severely damaged, for a maximum of 30 calendar days after the date a notice of storage is dispatched to the owner by first-class mail, electronic mail and /or personal delivery. After the expiration of the 30-day period, if the subject memorial marker is not reclaimed, the District will deem the memorial marker abandoned and dispose of it as the District deems appropriate without further notice to the record owner.

Any costs incurred by the District for such removal will be charged to the record owner and shall be due and payable to the District within 30 days of the date an invoice is dispatch to the record owner by first-class mail, electronic mail and /or personal delivery.

23. A memorial marker shall be placed within 6 months of the date of interment. Failure to place a memorial marker will result in forfeiture of setting fee. The District will place a generic temporary concrete marker with the decedent's name and year of death. Prior to having any future interment services by this family, they must first have paid the outstanding open estimate for a new "Setting Fee," plus demonstrate "proof of purchase" of a marker / headstone for this decedent.

24. Memorial markers for niches, commonly referred to as name plates must adhere to the dimensions and specifications set forth in the Headstone/Marker Authorization Form.

25. The District reserves the right to review and approve the content of all memorial markers to ensure compliance with this policy and to maintain a respectful environment for all visitors. Content deemed obscene, constituting fighting words, or inciting imminent lawless action, as defined by published legal opinions of a court of competent jurisdiction, will be rejected.

26. The record owner and their chosen vendor are solely responsible for obtaining all necessary permissions, licenses, or approvals for the use of any trademarked or copyrighted emblems, logos, or designs on memorial markers. The District does not sell, design, or endorse markers and assumes no liability for intellectual property disputes. The District reserves the right to refuse installation of any marker containing trademarked or copyrighted material if the record owner fails to provide proof of authorization upon request. Owners shall indemnify the District against any claims arising from unauthorized use of intellectual property.

27. Memorial markers for niches shall be ordered and placed within 6 months. Failure to place a memorial marker/niche name plate or tag will result in forfeiture of setting fee. Prior to having any future interment services or purchases by this family, they must first have paid the outstanding open estimate for a new "Setting Fee," plus demonstrate "proof of purchase" of a memorial marker / name plate or tag for the decedent in question.

28. "In-Memory" memorial markers may not be placed for a decedent who is not interred at our cemetery. Any previously installed marker with the name of a decedent who is not interred here, shall be buried in the ground where the marker is located. It will be uncovered if that decedent is ever interred at our cemetery or when the family decides to retrieve it. Any costs incurred by the District for the burial and or removal of an "In-Memory" memorial marker shall be charged to the record owner or family. Exempt: Memorial markers for two paid customers in which one has passed and the other will be interred together at later date.

29. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this policy or as a result of any alleged breach of any provision of this policy, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

30. Limitation of District Liability for Marker Damage. The District and its employees shall not be liable for any damage, scratches, nicks, fading, weathering, staining, or deterioration to memorial markers of any kind (including but not limited to the stone, bronze, granite, or marble surface; inscriptions; etchings; porcelain or enamel photographs; affixed emblems or ornamentation) arising from or related to: (a) cemetery operations, including but not limited to mowing, trimming, irrigation, or use of maintenance equipment; (b) vandalism; (c) weather or the elements; (d) natural causes; (e) ground settling or movement; (f) acts of God; or (g) any other cause. The record owner accepts this limitation of liability as a condition of marker installation and acknowledges that no warranty, express or implied, is made regarding protection of the marker surface from any of the above causes. Compliance with Lawn Mower

Protection (LMP) requirements does not create any obligation or warranty by the District regarding marker condition, and owners acknowledge that incidental surface wear may occur over time despite such compliance.

SETTING FEE(S): The memorial marker setting fee must be paid prior to installation. Setting fees vary depending on the size of the memorial marker. Setting fees are listed, and may be adjusted annually, in the ACD Fee Schedule.

EXEMPTIONS: Any deviation from the approved memorial marker dimensions or specifications are not allowed, unless pre-approved (in writing) by the General Manager or the Board of Trustees.