



9900 Braddock Rd., Fairfax, VA 22032

(703) 323-5202 - office

(703) 323-5324 - fax

www.fmpark.com

Amber@fmpark.com

**POLICY GOVERNING MEMORIALS
PURCHASED FROM OR INSTALLED BY OUTSIDE VENDOR***

**THESE REGULATIONS ARE IN ACCORDANCE WITH THE ROSEBROUGH CASES*

Fairfax Memorial Park requires the following **prior** to marker installation by outside Vendor:

1. **Certification Form** signed by both Owner(s) and Vendor, and with their initials that acknowledge receipt of copies of this policy and the Rules & Regulations booklet.
2. **\$500.00 Surety Bond with Fairfax Memorial Park as Beneficiary**, or its equivalent, effective for a period of one year. An "Irrevocable Letter Of Credit" (ILOC) issued by a bank is an acceptable equivalent or the attached Indemnification and Hold Harmless Agreement.
3. **Certificate of Insurance with Fairfax Memorial Park as a Named Insured**, provided by Vendor who must carry public liability insurance of at least \$300,000.
4. **Evidence** that Vendor's employees are covered by **Worker's Compensation Insurance**.
5. **Sketch** – Vendor must provide Fairfax Memorial Park with sketch that includes detailed information necessary to show compliance with specifications in Policy Governing Memorials Purchased From or Installed By Outside Vendor, i.e., materials, size, finish, lettering, anchor bolts and their exact position on reverse side of marker.
6. **Fees**
 - a. Vendor must pay Fairfax Memorial Park a **\$400.00 fee** for installation related services performed by the Cemetery including, but not limited to, inspection of any work performed by the Vendor.
 - b. In addition, Vendor must pay a fee for the removal & replacement of the marker for *each* future burial. This fee must be paid at the time of *initial* installation. (This fee does not apply to situations where the marker does not have to be moved after the initial installation.)
 - i. 16"x24" (or smaller) - **\$400** for *each* remove and replace
 - ii. 44"x14" - **\$500.00** for *each* remove and replace
 - iii. 56"x16" - **\$600.00** for *each* remove and replace(For example, a 44"x14" companion marker would usually have to be removed and replaced at the time of the second burial, so the fee is \$500. However, if the same companion marker is installed before the first burial, requiring the marker to be moved twice, the fee is \$1000.)

Note:

- These fees are included in the charges for installation performed by the FMP grounds staff.

CERTIFICATION FORM
MEMORIALS SUPPLIED OR INSTALLED BY OUTSIDE VENDOR

I/We _____ (OWNER) authorize
Property Owner(s)

Outside Vendor (VENDOR) to deliver to

Fairfax Memorial Park (CEMETERY) a _____ memorial (and granite base, if applicable) Bronze Size

For the burial space of _____,
Located in Section _____, Block _____, Lot _____,
Site(s) _____.

We, the **Owner(s)**, understand that there are certain risks of damage inherent to cemetery memorials from normal cemetery operations (e.g., mowing grass or equipment moving through the sections during bad weather) and that, from time to time, memorials are damaged. The Cemetery voluntarily fixes such damage to memorials it has sold as it is part of the purchase price. However, because no compensation from the sale of this memorial purchased outside of the Cemetery has been received, the Cemetery cannot offer to voluntarily correct any damage that would be done during normal operations. The Cemetery shall not be liable for memorials purchased or installed by outside Vendors, or for the vase or foundation accompanying the memorial against weathering, theft, vandalism, or any other damage. It is advised that the family secure a guarantee for the memorial, foundation, and vase from the family's Vendor.

We, the **Owner(s)** and the **Vendor**, hereby certify that the proposed memorial meets all criteria and is in compliance with all specifications, terms and conditions contained in (1) the attached Policy Governing Memorials Purchased From or Installed By Outside Vendor and (2) Rules and

Regulations of the Cemetery, receipt of which is hereby acknowledged: _____

Owner Initials Vendor

We, the **Vendor and Owner(s)**, acknowledge our obligations under said (1) Policy Governing Memorials Purchased From Or Installed By Outside Vendor and (2) Rules and Regulations of the Cemetery, and agree to abide thereby.

Signature of Lot Owner	Vendor
Signature of Lot Owner	Signature of Vendor Representative
Date	Date

- ☐ Vendor to supply and install bronze & granite.
- ☐ Vendor to supply bronze & granite – Cemetery to perform installation.
- ☐ Vendor to supply bronze – Cemetery to supply granite and perform installation.

**POLICY GOVERNING MEMORIALS
PURCHASED FROM OR INSTALLED BY OUTSIDE VENDOR**

Approval will be given by the Cemetery to allow purchase and installation of a memorial from a source other than the Cemetery, provided there is compliance with all specifications outlined herein and in accordance with Cemetery Rules and Regulations. All foundations shall be of the size and material specified by the Cemetery, and location of vase holes shall be uniform as specified by the Cemetery. Markers cannot be placed until the burial space and, when applicable, the second right of interment is paid in full. For a companion marker both burial spaces must be paid in full. The term "burial space" shall mean a space for interment and shall include lot, site, plot, grave, crypt and niche.

MATERIAL:

<u>Bronze:</u>	Not less than Not less than Not more than 5% zinc All other elements not to exceed	87 % copper 4 ½ % tin 3 ½% lead Not more than 1%
----------------	--	---

Foundation: The size, type and color of the foundations must conform to those that are being installed by the Cemetery in the area where the memorial will be placed.

Anchor Bolts: Four anchor bolts at least 5/16 inch in diameter and with 2 inches of length exposed must be set on the reverse side of the marker, one in each quarter.

SIZE:

All markers must be of the flat or surface type, set even or flush with the surface of the ground. The size must be as shown below. Vase holes are centered left to right and above center line as shown below. Spec sheets can be sent upon request.

	<u>Width</u>	<u>Height</u>	<u>Center of vase hole above center line</u>
Baby:	16"	x 8"	
	10"	x 20"	
Child:	10"	x x 20"	
	20"	x 10"	
	22"	10"	
Individual Site:	24"	x x 14"	3 3/8"
	24"	x 12"	
	16"	24"	7 5/8"
Companion Sites:	44"	x x 14"	3 9/16"
	56"	16"	4 3/8"
Veteran Site:	24"	x x 12"	
Cremation Area:	24"	12"	
Double Depth or Double Interment:	16"	x 24"	7 5/8"
Matthews product with covered frame.			

FINISH:

The top surface of all markers must be smooth finished. All outside top edges must be lined or slightly beveled to prevent chipping. Pencil rounded edges are acceptable. No rounded end markers are permissible in any style.

CAMEOS:

Due to the significant maintenance issue we have had with externally mounted cameos, the only authorized cameo to be used is the

LETTERING:

All lettering shall be carefully spaced and accurately set in line, both vertically and horizontally, and must be uniform in width and height. All incised lettering and engraving must be at least 3/16" in depth. (Foundations shall not include any design or lettering.)

SKETCH:

A sketch is required to be approved by Fairfax Memorial Park prior to manufacture. Said approval relates only to compliance with all specifications outlined herein, and will in no case apply to information or objects appearing on the memorial as requested by the Owner(s). The sketch shall be drawn in ink and to scale providing in detail all information necessary to show compliance with specifications contained herein, i.e., material, size, finish, lettering, anchor bolts and their exact position on the reverse side of the marker.

GRANITE:

All granite bases shall be of the same size, type and color as is presently being sold by the Cemetery. No part of the granite is to be used as part of the memorial (inscriptions, etc.) but only as a base for the memorial.

PRICE:

The following prices will be charged for installation of both bronze and granite by Fairfax Memorial Park. If granite is to be purchased from Fairfax Memorial Park, refer to granite price on Marker Price list and add tax. If assembly of bronze, granite, and / or vase not required, subtract \$100.

	SIZES		INSTALLATION
	Width <u>GRANITE</u>	x Height <u>BRONZE</u>	Installation of Granite and Bronze
Baby:	20 x 12	16 x 8	\$300
	14 x 24	10 x 20	\$400
Child: 14 x 24	10 x 20	\$400 24 x 14	20 x 10 \$400
	26 x 14	22 x 10	\$400
Individual:	28 x 18	24 x 14	\$500
	28 x 16	24 x 12	\$500
	20 x 28	16 x 24	\$500
Companion:	48 x 18	44 x 14	\$900*
	60 x 20	56 x 16	\$1,100*
Double Depth/Interment:	20 x 28		

*Price includes 2nd burial remove and replace

16 x 24 \$500* **ONE MEMORIAL PER
BURIAL SPACE:**

Only one marker shall be permitted per burial space, unless otherwise approved by the Cemetery. No memorial shall be set to embrace two or more burial spaces, except for a companion or family name marker, unless approved in writing by the Cemetery. All memorials shall be set in compliance with the Cemetery's Rules and Regulations and on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery. Markers cannot be placed until the burial space and, when applicable, the second right of interment is paid in full. For a companion marker both burial spaces must be paid in full.

INSTALLATION:

Any person or entity that wishes to perform memorial and foundation preparation and installation services must comply with the following conditions:

1. The size, type and color of the memorial and foundation must conform to those that are being installed by the Cemetery on like burial spaces in the same area where the memorial will be placed.
2. The Vendor must schedule his work at a time approved by the Superintendent of the Cemetery.
3. The Vendor must remove the excavated dirt and clear the installation site area.
4. The Vendor must provide Cemetery with evidence that its employees are covered by Worker's Compensation insurance; that it carries public liability insurance of at least \$300,000 and that Cemetery is a named insured thereunder; and the Vendor must provide a surety bond or its equivalent to the Cemetery in the amount of \$500.00 to insure their compliance with the Rules and Regulations of the Cemetery; and the Vendor agrees to hold the Cemetery harmless from any and all claims made against it as a result of its services, including all out of pocket costs and attorney's fees.
5. Before commencing work, the Vendor must pay a \$400.00 fee to the Cemetery for installation related services performed by the Cemetery including, but not limited to, inspection of any work performed by the Vendor.
6. The Cemetery may require the Vendor to expeditiously correct any deviations from the specifications and rules of the Cemetery and, if after notice, any deviation is not corrected, the Cemetery may make such corrections at the Vendor's or Owner's expense.
7. The memorial and foundation can only be placed in the location as provided by the Rules and Regulations of the Cemetery.
8. Prior to installation the burial space(s) and, where applicable, the second right of interment must be paid for in their entirety. For a companion marker both burial spaces must be paid in full.
9. Prior to installation the Cemetery must have in its possession written permission of the burial space Owner(s) for the Vendor to perform memorial and foundation preparation and/or installation services.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN LIEU OF
SURETY BOND FOR OUTSIDE MARKER INSTALLERS**

Made this _____ day of _____, 20____ by and between Calvary Memorial Park, Incorporated, t/a Fairfax Memorial Park (the "Cemetery") and
_____ ("Outside Installer").

WHEREAS, the Cemetery has a written regulation requiring outside installers of Memorials to, among other things, post a \$500.00 surety bond; and WHEREAS, the Cemetery has amended its regulations to permit outside installers to enter into this Agreement.

NOW, THEREFORE, based on these premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows: 1. Cemetery will accept this Agreement in lieu of the posting of a surety bond by Outside Installer, so long as it is properly executed in the correct legal name of Outside Installer, and by its authorized representative.

2. Outside Installer agrees to indemnify and hold Cemetery harmless from (1) all damages to persons or property inflicted by Outside Installer, its agents, representatives or employees, while on Cemetery Property; and (b) any and all claims, demands or suits of any nature brought by any third party connected in any way with the actions or omissions of Outside Installer.

Signed and sealed by the parties on the date above written.

FairFax Memorial Park

Authorized Signature

OUTSIDE INSTALLER

Company Name

Name of Authorized Representative

Signature of Authorized Representative