



SINCE

1841

WOODLAND

HISTORIC CEMETERY & ARBORETUM

WOODLAND CEMETERY ASSOCIATION OF DAYTON

Rules and Regulations

Approved by Board of Trustees on December 4, 2014

TABLE OF CONTENTS

	Page
Introduction	3
Enforcement of the Rules and Regulations	3
General Rules	4
Fees for Woodland's Services	5
Ownership Rights and Transfers	5
Perpetual Care and Maintenance	7
Interments	8
Disinterments	10
Cremations	11
Memorials	12
Adornments	14
The Mausoleum	16
Outside Contractors	16
Limits of Liability and Other Matters	18

INTRODUCTION

Woodland Cemetery Association of Dayton aka Woodland Cemetery Association of Dayton, Ohio (hereinafter referred to as “Woodland” or the “Cemetery”) was created by an enactment of the Ohio General Assembly in February, 1841 and was incorporated as a not for profit corporation shortly thereafter. The Cemetery was dedicated on June 21, 1843.

Woodland is comprised of 230 acres located in the City of Dayton, Ohio. The first burial occurred on July 11, 1843. Since that time, over 111,000 persons have been interred at Woodland.

ENFORCEMENT OF THE RULES AND REGULATIONS

Woodland has the right to govern and regulate its business, interests and the uses of its property. All persons shall be subject to and comply with these Rules and Regulations (hereinafter referred to as the “Rules”). The Rules have been adopted in accordance with applicable law. The Rules are intended to comply with applicable law.

The Rules play an important part in the operations of the Cemetery. Woodland’s President and its other employees and designated agents are empowered to enforce the Rules and to exclude or eject from the Cemetery any persons violating them.

Special cases may arise in which the literal enforcement of the Rules may impose an unnecessary hardship. Woodland reserves the right, without notice, to make exceptions or modifications of the Rules without affecting their general applicability or enforceability. Woodland further reserves the right, without notice, to adopt new Rules or to amend, alter, modify or repeal any Rule.

Woodland shall have unrestricted and absolute discretion when exercising any of its rights or powers under the Rules or when making any decisions contemplated by the Rules. Woodland’s interpretation of the Rules shall be final.

Woodland has adopted, and in the future may amend or adopt, various forms and other documents related to the operations of the Cemetery (i.e. the Interment Authorization Form or the Adornment Policy) (collectively, the “Forms”). The Forms shall have the same force and effect as these Rules and references to the Rules shall include the applicable Forms. Woodland shall have the exclusive authority to determine any conflicts between the Rules and any Form.

GENERAL RULES

The Cemetery is private property. All visitors may be required to register in the Cemetery's office.

Woodland may refuse admission to any person, or refuse the use of Cemetery to any person, if such admission or use is objectionable to the best interests of Woodland.

It is of the utmost importance that the proprieties of a cemetery, whether specified in the Rules or not, be strictly observed. Accordingly, Woodland shall have the right to prevent or terminate any impropriety or improper conduct, even if not specifically prohibited in the Rules, including boisterous behavior, unseemly conduct or loitering.

No person shall destroy, damage, deface, or remove anything in the Cemetery, including any building, Burial Space, Memorial or other property.

No person shall destroy, cut, break, harm, or remove any tree, shrub, flower or plant in the Cemetery.

No person shall disturb the birds, fish, or other animal life in the Cemetery.

No person may enter or exit the Cemetery other than through the designated Woodland Avenue or Waldo Street entrances. Further, the Waldo Street entrance may be open for use only during limited periods of time.

During the winter months, the Cemetery grounds shall be open from 8:00 a.m. to 6:00 p.m. daily. During the non-winter months, the Cemetery grounds shall be open from 8:00 a.m. until 7:00 p.m. daily.

The Cemetery's office shall be open at the times posted at the office, as may be established from time to time. The Cemetery's office is closed on Sundays and holidays.

Children under 16 years of age are not permitted in the Cemetery unless accompanied by a responsible adult who shall assume all responsibility, including financial responsibility, for the conduct of such children.

All vehicles shall observe a speed limit of not more than 15 miles per hour. All vehicles must be kept on the right side of the roadway and shall not park or stop in front of an open grave unless in attendance at a funeral. Motorcycles are prohibited unless in attendance at a funeral or on business.

The use of the Cemetery's roadways as thoroughfares or public highways is prohibited.

Firearms are prohibited, except in conjunction with law enforcement or military services.

Pets are prohibited unless on a leash, accompanied by their owner.

No person shall possess or consume alcohol or illegal drugs in the Cemetery.

Littering is prohibited.

Smoking in any building or structure is prohibited.

Selling or solicitation of any kind, including signs, notices or advertisements, is prohibited in the Cemetery without Woodland's prior written approval.

In order to avoid any damage to any Memorial, to any surrounding property, or to any person, no person shall come into contact with any Memorial including leaning against, sitting on or climbing any Memorial. Woodland shall not be responsible for any injury or damage resulting from any contact with any Memorial.

Persons are encouraged to use only roadways and walkways. Persons who depart from the roadways or walkways assume all risks incidental thereto, including risks associated with uneven or sunken ground, holes or falling Memorials. Woodland shall not be liable for any injury or damage once a person departs from any roadway or walkway.

FEES FOR WOODLAND'S SERVICES

Woodland charges fees for its services. A schedule of the current fees is available from the Cemetery's office.

OWNERSHIP RIGHTS AND TRANSFERS

The term Burial Space generally refers to a grave, crypt or niche. Any person, without regard for race, sex, religion, age or national origin, may purchase from Woodland any available Burial Space and have the right to burial conveyed to the purchaser upon tender of the purchase price.

Unless the purchase is for an immediate need, single Burial Space, the purchaser shall receive at the time of sale a written purchase agreement which identifies, among other things, the owner and the specific location of the Burial Space. The purchase agreement and any other Forms may also define other rights and obligations associated with the Burial Space. Woodland may agree to the payment of the purchase price in installments, which shall be reflected in the purchase agreement.

Except in the event of the purchase of an immediate need, single Burial Space, Woodland shall issue to the designated owner a written certificate or deed of burial rights upon Woodland's receipt of full payment of the purchase price. Two or more persons may own

the right to burial a Burial Space as tenants in common. Unless Woodland agrees otherwise, there shall be no right to interment in any Burial Space until the purchase price has been paid in full.

Every Burial Space, and every purchaser, owner, spouse, heir or transferee, shall be subject to the Rules, the applicable Forms and any other conditions and restrictions imposed by the Cemetery. Generally, the written purchase agreement and any certificate or deed shall be the sole agreement between Woodland and the purchaser and designated owner. Oral statements shall not be binding upon Woodland.

At the time of purchase of a Burial Space, the purchaser shall provide Woodland, in writing, the names and addresses of the owner's spouse and heirs.

The owner of the Burial Space must notify Woodland in writing of any change in address. Written notice sent to the owner at the last known address on file with Woodland by ordinary United States mail, postage prepaid, shall be considered sufficient notice under the Rules.

Within 30 days after the death of the owner of a Burial Space, Woodland shall be provided with written notice and satisfactory evidence of the names and addresses of the current spouse and heirs of the owner.

All Burial Spaces shall be presumed to be the sole and separate property of the purchaser unless a different person is specifically named in the certificate, deed or purchase agreement. The owner of a Burial Space has a property right that consists of the right to burial. The right to burial is an easement. The owner does not have an absolute right of ownership in the Burial Space and cannot exercise rights of absolute ownership. Legal title to the Burial Space remains with Woodland. Woodland also reserves a perpetual right of access to all Burial Spaces.

No person shall be interred in a Burial Space who does not have an interest therein except with the written consent of all interested parties and Woodland.

Prior to an interment, the owner's rights in a Burial Space may be transferable, subject to the Rules and any other restrictions which may be imposed by Woodland. No transfer of a Burial Space, or any interest therein or part thereof, shall be valid without the prior, express written consent of Woodland and the payment of applicable fees. Interments shall also be subject to the applicable Forms.

Burial Spaces shall not be purchased, held or transferred with a view to a profit.

The division of a Burial Space is prohibited without Woodland's prior written consent. Woodland reserves right to reclaim any abandoned Burial Space.

Burial Spaces shall be used solely for interment of human remains or cremated remains. Notwithstanding, Woodland may designate certain areas within the Cemetery for the interment of pets.

Burial Spaces cannot be opened or closed without Woodland's written permission.

In the event of the death of an owner of a Burial Space in which no interment has been made, and subject to the rights of any cotenants, the right to burial therein is a property right which generally passes to the heirs of the owner pursuant to the Ohio statute of descent and distribution as family heritage from which a spouse cannot be excluded. Thereafter unless subject to a specific bequest in the last will and testament of the owner, title to the Burial Space passes as intestate property under which the owner's heirs have an undivided, equal interest. The right to burial may be exercised by any of them without the consent of the others. If there are no cotenants, specific bequests, spouses or heirs, the right to burial is terminated and reverts to Woodland. Title to the Burial Space does not pass via the general residuary clause in a will or trust nor does it fall within any powers of sale or appointment.

The right to burial may be waived or may be terminated by the interment elsewhere of the remains of the person in whom the burial right is vested.

No interest, right of interment or easement of any nature is granted to any person in any part of the Cemetery except the interest granted to the Owner of a Burial Space. Roads or walks may be used only so long as Woodland devotes them to that purpose. Woodland may make any alterations, improvements, additions, and deletions anywhere within the Cemetery, including roads and walks, to secure and promote the general objectives of Woodland. Woodland reserves the right to use the Cemetery's property in which no burial right exists for any other purpose.

Woodland reserves the right, in its sole discretion, to remove any tree or other plant from the Cemetery, including any tree or other plant on any Burial Space, if that tree or plant is unsightly or otherwise detrimental to the Cemetery or the Cemetery's operations. .

Owners and other related persons shall be allowed access to the Cemetery only during normal hours of operation and only in accordance with the Rules.

Woodland may, but shall not be required to, repurchase or exchange unused Burial Spaces. After a repurchase or exchange, Woodland may resell the Burial Space at the current price.

PERPETUAL CARE AND MAINTENANCE

Woodland shall maintain its Endowment Care Fund, also known as a Perpetual Care Fund, as required by applicable law. The control and management of the Endowment Care Fund shall be vested in the Cemetery's Trustees as well as any appointed trustee of the

Endowment Care Fund. As required by applicable law, Woodland shall deposit ten percent of the gross sale proceeds received from the sale of any Burial Space into the Endowment Care Fund.

Income from the mandatory contributions to the Endowment Care Fund shall be used by Woodland for the maintenance, supervision, improvement, and preservation of Woodland's grounds, lots, buildings, equipment, and its other real and personal property.

Unless otherwise provided in the Rules, income from the mandatory contributions to the Endowment Care Fund shall not be used for the maintenance, repair, or replacement of any Memorial; the planting of flowers or ornamental plants; the maintenance, reconstruction or other unusual work on individual Burial Spaces or Memorials.

Unless otherwise specifically permitted by applicable law, all improvements, alterations, grading, landscaping, perpetual care and maintenance, interments and other matters incidental to Woodland's operations shall be performed only by Woodland or its contractors. Owners and other persons do not have a right of self help.

Woodland may, at its discretion, accept or require major monument, private mausoleum, private columbarium and/or landscaping private endowments to be administered under such guidelines as may, from time to time, be promulgated or amended.

INTERMENTS

Interment refers to the disposition of human remains in a grave, crypt or niche. Interments shall be conducted in accordance with applicable law and the Rules. Interments shall also be subject to the applicable Forms. No interment shall be made without a proper burial permit. Woodland is not responsible for obtaining any necessary permits.

Woodland is not responsible for the preparation of human remains for burial nor is the Cemetery responsible for the identity of the body to be interred or cremated.

Human remains shall be accepted for interment or cremation without regard to race, religion, sex, age or national origin.

All interments and funerals shall be approved by Woodland and shall be conducted in accordance with the Rules. All interments shall be made at a time and in a manner acceptable to Woodland.

All funerals shall arrive at Woodland before 4:00 p.m. on the day scheduled. Woodland may postpone any interment if the remains arrive after 4:00 p.m. or if too many funerals are to occur at the same time.

No interment or memorial service is permitted on New Years, Easter, Memorial Day, Independence, or Labor Days, Thanksgiving and Christmas.

Every earth interment of a casket or cremated remains container shall be enclosed in a vault, sturdy concrete box or grave liner, which shall be of first quality and constructed of metal, reinforced concrete or other acceptable material. Woodland may waive the above requirement at its discretion for interment of cremated remains or if a request for Natural or Green burial can be safely accommodated in the desired location.

Interments shall be made only upon written submission of Woodland's Interment Authorization Form and its acceptance by Woodland. Woodland may also accept its written Limited Power of Attorney in accordance with the provisions of the Woodland Interment Authorization Form.

The Applicant under Woodland's Interment Authorization Form, including any Attorney in Fact appointed pursuant to Woodland's Limited Power of Attorney, shall be liable for all obligations, representations and warranties contained in Woodland's Interment Authorization Form.

The decedent shall be the owner of the Burial Space, the assignee of the owner, or, if the owner is previously deceased, the person(s) with an interest in the Burial Space allowing for the interment as provided in these Rules.

Interment Authorization Forms must generally be submitted and accepted by Woodland at least 24 hours prior to any interment.

When the location of a Burial Space cannot be obtained or is indefinite, or if for whatever reason the Burial Space cannot be opened where specified, Woodland may make the interment in a place it deems proper without liability.

Woodland may correct interment errors, without liability, in accordance with applicable law. Further, in the event of an interment error which cannot be reasonably corrected, Woodland may without liability substitute a similar Burial Space or refund all amounts paid and cancel the transaction.

Unless otherwise provided in the Rules, once a casket arrives in the Cemetery, Woodland shall not open it or permit it to be opened, except with the consent of all interested parties or pursuant to applicable law.

Woodland requires that instructions regarding interments be in writing. Woodland is not liable in any dispute based upon oral instructions. When instructions regarding the location of a Burial Space cannot be obtained or are indefinite or, if for whatever reason, the Burial Space cannot be opened where specified, Woodland may make the interment in a place it deems proper, without liability.

Generally, not more than one interment shall be interred in a single Burial Space. However, subject to the payment of applicable fees and Woodland's other restrictions and Forms, additional cremation interments may be made in a Burial Space – for example, one full size casket interment and two cremation burials on a single grave; or three cremation burials on a single grave.

The seeding or sodding of an interment shall be performed by the Cemetery at such time as Woodland deems appropriate, dependent upon the time of year weather conditions and other factors which may affect the seed or sod. Further, the decision whether to seed or sod shall be made by Woodland in its discretion.

If the conditions in a Burial Space prevent interment after a reasonable attempt, Woodland may exchange the Burial Space for a similar Burial Space within the Cemetery or refund the entire purchase price of the Burial Space, without liability.

The Cemetery may refuse containers which may be unsuitable for interment. The Cemetery reserves the right to remove and dispose of all casket handles, glass, metal or other materials from the container which may interfere with the interment process.

DISINTERMENT

Disinterment is the removal of human remains from a crypt, niche or grave. Disinterments shall be conducted in accordance with O.R.C. 517.23, et seq. Disinterments shall also be subject to the applicable Forms. No disinterment shall be made if the decedent died of a contagious or infectious disease unless an appropriate permit has been issued.

A surviving spouse may make written application to Woodland to disinter the remains of the decedent. That application shall be in a form prescribed by Woodland and sworn to before a notary public and shall state that the applicant is the surviving spouse of the decedent, that the applicant is 18 years or older and of sound mind, the disease of which the decedent died, and where the remains shall be reinterred.

Persons other than the surviving spouse may make written application to the Probate Court of Montgomery County, Ohio, to obtain an order to disinter the remains of a decedent pursuant to O.R.C. 571(B).

The person seeking disinterment shall pay to Woodland, at least three business days in advance, the costs and expenses of disinterment according to Woodland's current schedule of fees.

If remains are disinterred by the Cemetery, Woodland shall deliver or cause to be delivered the remains to either the surviving spouse or the applicant who obtained the court order, whichever the case may be.

Woodland reserves the right to disinter and reinter to correct any interment error without liability in accordance with applicable law without application or probate court order, with prior notice to the decedent's last known next of kin, unless prior notice is not possible due to the circumstances.

Disinterment does not include the raising and lowering of remains to accommodate more than one interment within a single grave and does not include the repositioning of an outside burial container that encroaches on an adjoining Burial Space.

Woodland will attempt to exercise reasonable care when making any disinterment, raising, lowering, repositioning, or correction of an interment error. However, due to conditions generally encountered in these circumstances, Woodland shall not be liable for any damage or injury resulting therefrom.

Woodland reserves the right to require at least seven days prior notice for any disinterment.

CREMATIONS

Only human remains will be cremated in the retorts designated for human remains. Woodland may cremate pets in separate retorts not designated for cremation of human remains. Absent extraordinary circumstances and Woodland's prior written consent, Cremations are only performed individually.

Woodland may not accept any remains for cremation if arrangements for cremation have not been made through a licensed funeral director. Cremations shall also be subject to the applicable Forms. No cremation shall take place unless Woodland has received all necessary permits and approvals required by applicable laws, together with a Cremation Authorization Form. The Cremation Authorization Form shall be on a form prescribed by Woodland, signed by the funeral director and the next of kin or legal representative of the decedent, certifying the right to make such authorization and agreeing to indemnify and hold Woodland harmless from any liability in conjunction with the cremation.

Remains intended for cremation shall be delivered to the Cemetery in a closed cremation container. The cremation container shall be combustible and leak proof. The Cemetery may refuse cremation containers which may be unsuitable for cremation, including cremation containers made of fiberglass, plastic or aluminum. The Cemetery reserves the right to remove and dispose of all casket handles, glass, metal or other materials from the cremation container which may interfere with the cremation process.

The name of the decedent shall be permanently affixed to the cremation container. Woodland shall not accept or cremate unidentified remains.

Except as necessary to facilitate as complete a cremation as possible, cremation containers normally will not be opened by Woodland. Cremation containers shall not contain pacemakers, prostheses, implants, jewelry, personal items, valuables, or other objects which may be harmful to the crematory facilities or Woodland's personnel or which any person may desire to reclaim before or after cremation. Woodland shall not be responsible for any valuables or other property left in a cremation container or casket, whether cremated or interred. In the event that any such items have not been removed from the cremation container, those items not destroyed by the cremation process will be disposed of by Woodland without liability or further notice. Following the cremation, all non combustible materials will be disposed of by Woodland without liability or further notice.

Woodland reserves the right to require at least 24 hours notice prior to any cremation. Unless otherwise agreed in writing, Woodland is authorized to perform the cremation upon the receipt of the remains without further authorization or instruction, according to Woodland's own schedule as work permits.

Persons other than authorized Cemetery personnel, including the decedent's family or other interested persons, are not permitted in the crematory area or to view the cremation without Woodland's prior written approval.

Arrangements for the disposition of cremated remains must be made within 30 days following the cremation. Woodland may refuse delivery of the cremated remains to any person not designated in the Form. Cremated remains to be permanently deposited at the Cemetery shall be placed in a Burial Space or into designated permanent storage. If arrangements are not made within that 30 day period, Woodland may inter the remains in permanent storage and may charge the applicable fee. The person who executed the Cremation Authorization Form shall be liable for all interment and storage costs.

Cremated remains shall not be scattered in any part of the Cemetery, unless an area is specifically designated for that purpose, after payment of any applicable fee.

MEMORIALS

Memorial refers to any monument, marker, tablet, headstone, private mausoleum or tomb. Woodland regulates the type and design of all Memorials and the time and manner of their installation. Woodland also restricts the size and type of Memorial which can be erected on the particular location within the Cemetery.

The owner may erect a Memorial as may be permitted by the location and in accordance with the Rules. All owners are encouraged to consult with Cemetery personnel in advance of purchase concerning what type and size Memorial may be placed on any particular Burial Space. The purchase agreement shall state the type of Memorial which may be erected on the Burial Space. Memorials shall be subject to applicable Forms.

All plans for Memorials shall be submitted in writing to Woodland for prior approval. The Cemetery has the authority to reject any plan or design which, on account of size, design, location, inscription, kind, color or quality of stone, is unsuited to the Burial Space on which it is to be placed.

No improper effigies or offensive inscriptions are permitted. If any Memorial, or inscription on a Memorial, is determined by the Cemetery to be offensive, improper or injurious to the Cemetery, to others, or to the appearance of the surrounding area, Woodland reserves the right to prohibit placement and/or remove and/or cause the removal of the Memorial.

Memorials shall not exceed six feet in height unless a written variance is first approved by Woodland.

Memorials shall be made of first quality materials with first quality workmanship. All Memorials shall be made of granite or bronze. Bronze memorials, emblems, medallions and features to be affixed to granite must be approved in advance and drilled and set with rods by Woodland personnel or qualified/approved contractors/vendors. Woodland shall adopt rules to govern installation and placement of bronze or granite and Woodland reserves the right, in its sole discretion, to approve or disapprove mountings.

Lot owners are responsible to keep their Memorials in good and safe condition. The Cemetery shall not be responsible for the maintenance, repair, reconstruction or replacement of any Memorial caused by any reason other than the direct negligence of the Cemetery. If it becomes necessary to maintain, repair, reconstruct, or replace any Memorial, Woodland shall provide 30 days written notice of the necessity for such repair to the owner at the last address contained within Woodland's records. Every repair, restoration or maintenance of a Memorial by the owner shall be set forth in a written plan and submitted to Woodland for its prior approval. If the owner fails to take the required action within a reasonable time, Woodland may direct that the work be done or remove the Memorial and charge the expenses thereof to the owner. Prior notice to the owner shall not be required if immediate action is required to avoid damage to persons or property.

Except as provided in the Rules, the removal, modification or relocation of any Memorial is not permitted without the prior written consent of all interested parties and Woodland.

Woodland may prohibit the erection of any Memorial when the Burial Space or the Memorial has not been fully paid for. In the event that Woodland agrees to the erection of a Memorial before payment in full has been made, the Memorial shall be temporary and Woodland may remove such Memorial in the event of a payment default. In the event that Woodland removes any Memorial due to a default, the responsible party shall also pay the costs to remove, store, and replace the Memorial.

Woodland reserves the right to correct any error that may be made in the location of any Memorial without liability.

All Memorials shall have a permanent foundation. Foundations must be paid for prior to installation. Woodland has established certain minimum criteria for depth, sizes, methods and materials used in the construction of Memorial foundations and those standards are available at the Cemetery's office. All foundation shall meet or exceed the minimum criteria.

Marker foundations shall be excavated at least 1" larger than the external dimensions of the marker and to a depth of at least 18". The excavation is filled with a dry concrete mix, mixed to a ration of 7 to 1, to a level consistent with the thickness of the marker. After installation, the gap around the marker shall be promptly filled with topsoil

Monument foundations shall be excavated at least 2" larger than the external dimensions of the base and to a depth of at least 30". The excavation is filled with a wet concrete mix to a level of 1/2" below ground level at the lowest corner of the foundation. Where the angle of the ground will cause the bottom of the base at any point of its perimeter to be more than 3" below ground level, a form shall be used to raise the level of the foundation to an appropriate height. After installation, the gap around the monument shall be promptly filled with topsoil.

Memorials installed pre-need may be given a temporary setting without a foundation according to the approved specifications. Upon the closing of the graves, a foundation shall be installed and the Memorial must be reinstalled according to those specifications.

Only qualified Outside Contractors who comply with these Rules may install Memorials within the Cemetery. No Memorial shall be delivered to the Cemetery without prior written notice to Woodland. No Memorial shall be installed without the prior written authorization of all owners of the Burial Space and the Cemetery. No Memorial or foundation shall be delivered or installed at a time which Woodland deems to be impracticable, including the periods from December 15th to March 1st and May 15th to June 1st.

Temporary markers are subject to the Rules with respect to Memorials and must be approved by Woodland in writing. Further, temporary markers shall be removed from any Burial Space within 30 days of installation, unless proof of a pending Memorial purchase is provided to Woodland. Once a Memorial has been installed, the temporary marker shall be removed immediately. Woodland reserves the right to remove any temporary marker which violates the Rules or otherwise interferes with the appearance, or safe or efficient operations, of the Cemetery.

ADORNMENTS

Adornments are any decorations or other items placed in conjunction with any Burial Space. Woodland regulates all Adornments in order to maintain the uniform beauty of the Cemetery and to insure its safe and efficient maintenance. Woodland reserves the right

without notice to remove and dispose of any Adornment which violates the Rules or otherwise interferes with the appearance or the safe and efficient operations of the Cemetery. Adornments shall also be subject to applicable Forms.

All Adornments are placed at the owner's risk. Woodland is not responsible for any Adornment, including, the maintenance of any Adornment, the removal of any Adornment or any damage to an Adornment due to Cemetery maintenance or any other cause.

Flowers should be placed on a Burial Space in approved containers. Woodland recommends that inexpensive containers be used. Unless otherwise provided in the Rules, containers will be removed and disposed of along with the Adornments themselves. Glass containers are prohibited and will be immediately removed and disposed of.

Natural flowers and other floral pieces will be removed by Woodland as they become wilted or unsightly. Baskets from funerals shall be removed one week after the service.

Potted plants are permitted only at Easter, and Mother's, Father's and Memorial Days. Potted plants shall be removed 10 days following the holiday, or sooner if conditions warrant.

No Burial Space may be enclosed with a hedge, fence, mound or any other type of enclosure.

The use of brick, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, ceramics or wood in any Adornment or on any Burial Space is prohibited. Boxes, shells, toys, metal designs, stuffed animals, ornaments, chairs, balloons, glass, basket hooks or similar articles are prohibited.

Artificial flowers are not in harmony with the natural beauty of the Cemetery and their use is discouraged. However, two bouquets of artificial flowers may be placed on a Burial Space but shall be removed once they become unsightly.

Winter decorations, such as wreaths, grave blankets, imitation plants, and Styrofoam designs are permitted only from December 1st through March 1st. Winter decorations shall be removed by March 1st.

Permanent Adornments such as shrubs and trees are permitted only on monument lots and only with the prior written approval of the Cemetery. Flowers may be planted on monument lots but only within 18" of the foundation of the Memorial. Permanent Adornments may not be removed without the prior written consent of Woodland.

MAUSOLEUM

The Mausoleum shall generally be open daily from 9:00 a.m. to 5:00 p.m.

All remains entombed in a crypt must be embalmed by a licensed embalmer.

All remains entombed in a crypt must be in a casket. All caskets must fit properly within the crypt and must be free of any obstruction which may interfere with air circulation in the crypt. Oversized caskets may not fit in a crypt.

Crypts or niches shall only be opened in the presence of and by or at the direction or authorized Woodland personnel, subject to the Rules and applicable law.

The content and style of all inscriptions on each crypt or niche must be approved in advance by Woodland. Inscriptions on all crypts or niches shall be performed only by Woodland or Woodland's contractors.

No Adornments are permitted in the Mausoleum except for a limited number of fresh cut or live floral pieces placed in front of a crypt or niche in conjunction with a funeral service or at other times only in designated areas. Adornments shall be removed when wilted or unsightly. Adornments shall not be attached to any crypt, niche or wall or placed within any crypt or niche.

Vases and other adornment containers for Adornments permitted in the Mausoleum shall be labeled with the owner's name. These containers shall be disposed of by Woodland without liability two weeks following the removal of the Adornment from the Mausoleum.

The care and maintenance of the Mausoleum shall be performed exclusively by Woodland.

All urns must be approved in advance by Woodland.

Woodland will determine, in its sole discretion, what contents are appropriate for inclusion in all glass front niches, enclosed niches and crypts.

OUTSIDE CONTRACTORS

Outside Contractors are third persons who are permitted by applicable law to perform work or services within the Cemetery which are incidental to Cemetery operations. In the event that applicable law specifically authorize an Outside Contractor to perform any work or services within the Cemetery or incidental to the operations of the Cemetery, such as Memorials, vaults, or foundations, such services and the Outside Contractors providing them shall be subject to the Rules and any specifications established by the Cemetery.

Woodland will provide an Outside Contractor, upon written request and without charge, lot locations and other information from its records for the purpose of proper grave location. Woodland may require that its staff certify the location of any work prior to its commencement. Outside Contractors shall follow all of Woodland's instructions, the Rules and any other regulations regarding the work or services performed by the Outside Contractor.

Woodland may schedule, upon reasonable notice, all work or service provided by Outside Contractors during normal business hours, based upon weather and ground conditions, availability of personnel, previously scheduled burial services and other matters which may impact Woodland's operations.

No work or services performed by any Outside Contractor shall interfere with any funeral, procession, service, interment or disinterment. Outside Contractors shall immediately cease any activities for such periods of time as may be necessary to comply with the Rules.

Outside Contractors shall not store materials or equipment at the Cemetery. Upon completion of any work or services, the site shall be cleaned and restored to its previous condition by the Outside Contractor.

All Outside Contractors supplying work or services within the Cemetery or incidental to Cemetery operations shall maintain at all times and provide Woodland with prior written proof of the following:

- 1) Workers Compensation coverage for all employees and subcontractors subject to applicable limits established by the State of Ohio; and
- 2) Comprehensive General Liability and Automobile Liability Insurance issued by an insurer licensed in Ohio and reasonably acceptable to Woodland, in which Woodland is an additional insured, with combined single limit coverage of at least \$1,000,000.
- 3) A performance bond in the amount of at least \$25,000 issued by a bonding company licensed in Ohio and reasonably acceptable to Woodland, to insure the Outside Contractor's compliance with the Rules.

All Outside Contractors shall take reasonable precautions when necessary to avoid damage to any property. Outside Contractors shall be responsible for any and all damages. Outside Contractors shall immediately notify the Cemetery in writing of any damage. All damages shall be repaired to Woodland's satisfaction within three days.

All equipment, dirt and other debris shall be promptly removed by the Outside Contractor, except for the amount of fill dirt necessary to comply with these Rules. All holes or other areas requiring fill shall be immediately filled by the Outside Contractor.

Woodland may charge a fee based upon its labor costs, including fringe benefits and a reasonable allowance for overhead, to inspect all work or services provided by Outside Contractors.

Woodland may require, either during the installation or upon completion, that the Outside Contractor correct any deviations from these Rules or the specifications. Woodland shall notify the Outside Contractor of any deviations and the Outside Contractor shall have three business days to correct any deviation. If the deviation is not corrected within three business days, Woodland may make all corrections or remove the work if not correctable. The Outside Contractor shall be responsible for all costs of correction, removal and replacement.

In the event that any defects with respect to the work or service are discovered within 12 months after installation, the Outside Contractor shall promptly correct all defects upon receipt of notice from the Cemetery or the owner.

All Outside Contractors shall provide Woodland with a status report concerning the work or service at the conclusion of each work day.

Woodland's personnel shall have the exclusive right to use Woodland's equipment.

Woodland reserves the right to exclude any Outside Contractor who repeatedly or intentionally fails to comply with these Rules.

Outside Contractors shall not be permitted to solicit business within the Cemetery.

LIMITS OF LIABILITY AND OTHER MATTERS

In addition to any other limitations of liability pursuant to the Rules, the Forms or applicable law, Woodland shall not be liable for any loss, damage or delay due to causes beyond its reasonable control, including, but not limited to, acts of God, weather, common enemies, conditions, mischief makers, thieves, vandals, strikers, explosions, wars, accidents, insurrections, riots, or order of any military or civil authority.

In the event that the Rules, Forms or applicable law have not been complied with or if Woodland has a reasonable suspicion that a dispute may exist between any interested parties with respect to an Interment, Disinterment, Cremation, Memorial, or other matter, Woodland may refuse to take any action with respect to the matter in dispute, without liability, until the matter has been fully and finally resolved. Woodland will not mediate, arbitrate or otherwise resolve any dispute in which the interests of Woodland are not directly involved.

All items disposed of by Woodland pursuant to the Rules or normal Cemetery operations, including material which may interfere with cremation, combustible materials and Adornments, shall be disposed of in a non recoverable manner, without liability.