

# Forest Pet Cemetery

658 Shale City Road Ashland Oregon 97520

## RULES AND REGULATIONS

**PURPOSE:** The Forest Pet Cemetery (hereafter referred to as the Pet Cemetery) is setting forth the following rules and regulations for the benefit and protection of all owners of pet burial rights and visitors to the Pet Cemetery, and for effective maintenance and conservation of the grounds. The Forest Pet Cemetery reserves the right to adopt new rules and regulations or to amend, alter, or repeal any rule or regulation that will help the Pet Cemetery be of better service or enhance the grounds of the Pet Cemetery or Willow-Witt Ranch.

**MISSION:** To provide serene and natural burial space to reunite animal members of our families with the earth.

### I. DEFINITIONS

- a. **Biodegradable Container:** A container made from sustainably-produced biodegradable material such as unfinished native wood or cardboard in which a body is buried or cremated.
- b. **Biodegradable Urn:** A container made from sustainably-produced biodegradable material such as unfinished native wood or cardboard in which the cremated remains of a body are buried.
- c. **Cremated Remains:** The remains of a deceased animal after cremation, sometimes called "Cremains" or "Ashes."
- d. **Grave:** A single earth burial space for pet remains, as whole body or cremated remains.
- e. **Interment Right:** The right to inter a pet's body or cremated remains in a specific grave space that is identified by descriptive names or numbers on a plat map and on the Purchase Agreement and the Certificate of Interment Rights.
- f. **Memorialization:** Any memorial, monument, name plate, digital media or other structure placed upon or associated with any interment space for the purpose of identification and remembrance.
- g. **Natural Burial:** Refers to burial of pet animal remains in a biodegradable casket, urn, or shroud in a cemetery managed with ecologically sound principles and with long term Land Stewardship plans and practices in place. Natural burial precludes embalming of the remains; the use of outer burial containers made of metal or concrete; and caskets manufactured with the use of metal, fiberglass, plastics, or other materials that are non-biodegradable or imported. All materials interred in the natural burial ground must be sustainably-produced and fully biodegradable.
- h. **Purchaser:** A person who purchases interment right and/or cemetery merchandise and services for a pet's burial.
- i. **Sexton:** Burial ground employee who manages the planning and implementation of burials in the Forest Pet Cemetery.

### II. GENERAL

- a. Admission to the Pet Cemetery. The Forest Pet Cemetery is privately owned. We welcome people to walk, hike, and visit the graves or memorials of their pets during our hours of operation, dawn to dusk. While at the Pet Cemetery, please be respectful of the place, plants,

animals, and people here. The Pet Cemetery reserves the rights to refuse the use of the facilities at any time to any person or persons whom the management in its sole discretion deems a threat to the best interest of the Pet Cemetery. Service dogs are welcome, with advance notice; no other dogs are allowed. Please pick up after your animal.

- b. The Pet Cemetery is open for interments 9:00 AM to 3:00 PM weekdays; request for interments outside standard hours must have sexton's approval and an additional charge of **\$100**.
- c. Holidays: The Forest Pet Cemetery will not perform interments on weekends or holidays, except by prior agreement and with an additional fee. The property is closed for interments on New Year's Day, Martin Luther King's birthday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.
- d. Automobiles should be parked in designated parking areas or off roadways at all times.
- e. Smoking, vaping, or use of any flammable materials is strictly prohibited on the premises and individuals engaged in such activity in the Pet Cemetery will be considered trespassers.
- f. Hunting is prohibited on the entire property at all times.
- g. Children under the age of 16 must be accompanied by an adult.
- h. Right to publish: The Forest Pet Cemetery and its assigns, licensees, and permittees, shall have the right at any time to make, publish, display, or otherwise use or dispose of any copies, replicas, photographs, models, cases, tracings, prints, or other reproductions or representations in any form, material or size of any property, memorial, or embellishment.

### III. INTERMENT RIGHTS

- a. Interment Rights shall be purchased at time of need by a written purchase agreement executed by the Forest Pet Cemetery. After an owner fulfills all the requirements of the purchase agreement, the Pet Cemetery shall issue a Certificate of Interment Rights to the owner. Certificate of Interment Rights have historically been referred to as "Deeds." The Certificate of Interment Rights vests in the owner interment rights only. The Certificate of Interment issued to any purchaser of a space shall not invest such purchaser with title in fee simple absolute, but only with an interment right, subject to these Rules and Regulations, and the title in fee to all such plots shall remain in the Forest Pet Cemetery. The Interment Right is the right to be interred in the Pet Cemetery. Every lot in the Pet Cemetery shall include an access easement across the lot for the benefit of adjacent lots.
- b. Change of address: It shall be the duty of the owner of the Interment Rights to notify the Forest Pet Cemetery of any change of mailing address. Notice sent to the owner at the last address on file in the office of the Pet Cemetery shall be considered sufficient and proper legal notification.

### IV. INTERMENT

- a. Full payment before Interment: Except as agreed in writing between the Pet Cemetery and the owner or owner's legal representative, no interment shall be made until payment has been made for the designated interment right and the fee for opening and closing the interment space has been paid in full.
- b. Family is required to provide the Pet Cemetery with **48** hours advance notice to arrange an interment.
- c. Requests may be made by telephone, in person, or by electronic communications. The following information must be furnished:
  - i. Name and weight of the deceased pet

- ii. Date of death
- iii. Desired date of interment and time of arrival at the Pet Cemetery
- iv. Name and contact information of the owner of Interment Right and person making arrangements
- v. Type and size of burial container, or shroud
- d. Personal effects: The Pet Cemetery shall not be responsible for any personal effects or items left with, on, or in a body before or after the interment.
- e. All burial containers must be approved by the Sexton. Materials must be natural, biodegradable, and sustainably produced, including caskets, cremated remains containers (urns,) and shrouds.
- f. Caskets: Caskets of untreated sustainably-produced native wood, cardboard, papier-mache, or locally-produced wicker, willow, or reeds are permitted. Exotic hardwoods, plastics, metals, or concrete are not permitted. No imported caskets will be allowed. The deceased should be wrapped in biodegradable fabrics, such as cotton, wool, silk, or linen.
- g. Shrouds: Natural and sustainably-produced materials such as cotton, linen, silk, or wool are acceptable for shrouds. Shrouded bodies must be entirely wrapped head to toe and be supported on a solid board for lowering. Such boards are offered for sale by the Pet Cemetery. Plywood or particle-board supports are not acceptable.
- h. All burials within the Pet Cemetery will be under the direction of the Sexton.
- i. Employees will suspend labor during graveside services.
- j. Families may participate in the opening and closing of the grave, if they wish, under direct supervision of employee(s) of the Pet Cemetery. Regardless of assistance with opening and closing of the grave, the normal fee that would be charged for this service still applies.
- k. Snow: There is an additional charge for removal of snow or ice to allow access to burial plots.
- l. Weather delay: In adverse weather conditions, it may be necessary to hold the body in refrigeration until weather allows access.
- m. In keeping with the beauty of the natural landscape, loose flowers may be placed within or on the grave site but no plastic, metal, glass, vases, flags, stands, or non-native plants are allowed. The Pet Cemetery reserves the right to remove such items.
- n. Disinterments and removals: The special nature of 'natural' or 'green' burial, utilizing a shroud or simple biodegradable container, negates the possibility of disinterment. Natural burial, by definition, results in more rapid breakdown of bodies or cremated remains; therefore, removal of remains is not possible once decomposition has begun. The purchaser recognizes and accepts this limitation.

V: MARKERS, DECORATIONS, AND ADORNMENT

- a. Each grave will be marked with a survey marker bearing name/date of birth/date of death of the interred. Additional grave markers are not required by the Forest Pet Cemetery.
- b. Only native stones from the property of Willow-Witt Ranch may be used as grave markers and are available for sale. The content of marker engravings must be approved by the Pet Cemetery, which will recommend local engravers. Markers will be placed by the employees of the Pet Cemetery, with family assistance if desired, **6-12 months after burial** to allow for settling of the soil. Regardless of assistance with placement of the memorial marker, the normal fee that would be charged for this service still applies.

- c. All memorials are subject to the acceptance or rejection by the Pet Cemetery prior to placement. Acceptance or rejection shall be based on the specifications, material, size, color, design and inscription requirement or standards of each plot location.
- d. Should any memorial become unsightly or a menace, in the sole judgment of the cemetery, the Forest Pet Cemetery has the right to correct the condition or remove the same, at the expense of the owners.
- e. All improvements or alterations of any property within the grounds of the Pet Cemetery shall be under the control and direction of, and subject to the consent, satisfactions, and approval of the Cemetery. The Pet Cemetery may, at any time, remove or alter any improvement or alteration when, in its sole judgment, the same becomes unsightly, dangerous, or detrimental.
- f. No border or enclosure of any kind, such as a fence, coping, hedge, stone, or ditch shall be permitted without the consent of the Pet Cemetery. Broken or unsightly borders and enclosures can be removed at the discretion for The Forest when, in its sole judgment, they have become unsightly, dangerous, or detrimental.
- g. No artificial flowers, plastic, metal, boxes, shells, toys, ornaments, vases, statuary, or non-biodegradable materials may be placed on or near graves. Items may be removed by the Cemetery if, in the sole judgment of The Forest, these items are unsightly, dangerous, obstructive, or decrepit.
- h. The Forest Pet Cemetery will maintain grave markers and memorials placed in accordance with the rules, and the survey markers placed at interment. The Pet Cemetery is not responsible for wear and tear, damage, deterioration, or weathering of markers. Specifically, the interment right owner(s) releases liability for markers or other items removed from the cemetery.
- i. The Forest Pet Cemetery shall have the sole discretion as to all matters regarding landscaping and plantings.

VI: RIGHT TO REPLAT, REGRADE, AND USE PROPERTY: The Forest Pet Cemetery reserves the right, from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted, (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) to file amended maps or plats thereof, and to use the same for the erection of buildings or for any purpose or uses connected with, incident to, or convenient for the care, preservation, or preparation for the interment of pet remains, or other Pet Cemetery purposes so long as said changes do not alter the size or shape of any currently platted grave spaces for which interment rights have been sold and which do not disturb any interred remains.