

PILGRIM LUTHERAN CHURCH  
CEMETERY AGREEMENT  
Last Updated: January 2008

Rules and Regulations of Pilgrim Lutheran Church Cemetery

1. Pilgrim Lutheran Church shall designate and appoint a cemetery team, comprised of active members of said church, to supervise and control the operation of the Pilgrim Lutheran Church cemetery, hereinafter "The Cemetery."
2. Said team shall be composed of active members as outlined in the church's by-laws.
3. The purpose of the cemetery team is to develop, maintain, and operate the cemetery, and to do everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects herein enumerated, or which shall be conducive to or expedient for the protection or benefit of the church.
4. The members of the team are to enforce all the rules and regulations and to exclude from the cemetery property any person violating same. Any plot holder will forfeit all rights to his (her) plot(s) upon failure to abide by any rules and regulations.
5. Special cases may arise in which the strict enforcement of a rule may impose unnecessary hardship. The team, therefore, reserves the right, with out notice to make exceptions, suspensions or modifications in any of these rules when in its judgment it appears advisable. Such temporary exceptions, suspensions, or modifications shall be documented in the church council minutes but shall not be construed as effecting the general applications of such rule.
6. The team expressly reserves the right at any time to recommend new rules, amendments, and alterations and suggest repeal of any rule, article, section, paragraph or sentence in these rules and regulations. All changes are to be reviewed by church council for necessary action.
7. All grading, landscaping, improvements of any kind, and all care on plots, shall be done, and all trees, shrubs, and herbage of any kind shall be trimmed, cut or removed, and all openings and closings of plots, and all interments, disinterment's and removals shall be made only by such persons as designated or approved by the cemetery team.
8. Individual plots on an emergency basis may be assigned to active members. Assignment must be made by a minimum of two members of the cemetery team, who will notify the appropriate church officer(s) and will notify the church council.
9. Burial rights to a cemetery plot(s) may be granted to a member or non-member of Pilgrim Lutheran Church. A member is defined by our constitution and by-laws. A non-member is defined as a person who does not hold membership in Pilgrim Lutheran Church, but who by circumstance of kinship or other reason may be eligible to be buried in the cemetery. An application for a plot(s) may be accepted for non-members where family ties are evident. Application must be submitted through the cemetery team and approved by church council.

10. A bona fide plot holder shall have the right of interment. Said plot can be used for no other purpose and cannot be divided. Plot holders shall not allow interment to be made in their plots for remuneration nor shall any transfer or assignment of any plot, or any interest therein, be valid without the prior consent in writing of the cemetery team and the church council which consent shall be endorsed upon such transfer or assignment. No transfer or assignment of a lot can be made after an interment.
11. No one shall be interred in a plot that does not have an interest therein, except by written consent of all interested parties and of the team provided, however, a member of the family may be buried in the plot in compliance with all other rules and regulations herein.
12. A copy of the Pilgrim Lutheran Church Cemetery Agreement, hereinafter "agreement", shall be issued to each plot holder upon execution. Every plot shall be subject to the rules, conditions and restrictions imposed by this team. The agreement shall be the sole agreement between the team and the plot holder and no statement contrary thereto shall bind the team.
13. No easement or right of interment is granted to any plot holder in any road, drive, alley or walk within the cemetery. Such road, drive, alley or walk may be used as a means of access to the cemetery, as long as the team devotes it to that purpose. Plot holders and their family and friends shall be allowed access to the cemetery grounds at all times in accordance with the rules adopted for the regulation of visitors.
14. If no interment is made in a plot, after said plot holder shall die without an approved transfer per assignment of said plot, the plot shall revert to the team.
15. In every earth interment the casket shall be enclosed in a concrete box or an approved vault or in an outer wall of stone, brick or concrete, the actual installation which shall be made by an approved funeral home in compliance with all applicable laws.
16. No more than one body, or the remains of more than one body, shall be interred in one grave, without the written consent of the team, and provided proper identification is made of such interment or interments on one regulation marker. No grave shall be opened or closed except by and under the supervision of the cemetery team, or by such person designated by it.
17. No interment can take place prior to a written notice to the cemetery team. Such written notice shall contain the name, age, date of birth, date of death, date of burial and whether married or unmarried. No burial shall take place before sunrise or after sunset.
18. Every grave must be dug a depth in accordance with applicable laws. All plot holders, in opening the same, must keep at least six (6) inches within the limits of their plot holdings, and prevent any damage to the adjoining holders. The above mentioned space of six (6) inches will be generally observed in the digging of all graves.
19. Plot holders are prohibited from raising or depressing the surface of the plot(s), above or below the surrounding ground, except by special permission of the team.
20. A court order in writing will be required from a plot holder whenever a grave is to be opened for disinterment.

21. The cemetery team reserves the right to receive at least eight (8) hours notice before any interment, and at least two (2) days notice prior to any disinterment or removal.
22. Neither Pilgrim Lutheran Church nor the cemetery team shall be responsible for noncompliance with interment constructions, or for any mistake due to lack of precise and proper instructions as to the particular space, size, and location of the plot where interment is desired. Nor shall the church or team be responsible for any damages resulting from interment or disinterment.
23. All headstones marking graves are to be of the FLATSTONE type on any plot being assigned after the approval date of these rules and regulations. The only exception to said regulation shall be on lots in the older section of the cemetery, in which case all markers must be made to match.
24. If any monument or marker is determined by the cemetery team to be offensive, improper or injurious to the appearance of the surrounding plots or grounds, it reserves the right to enter such plot and cause a removal of the offensive or improper object or objects. The team also reserves the right to correct an improper inscription, including an incorrect name or date, on any markers.
25. The cemetery team from time to time may lay out or alter any avenue or walk in the cemetery, or change the lay out of the cemetery plots not currently held, and may make such rules and regulations for the government of the grounds, or the management of conduct to the cemetery, or the lots within the same, as it may deem requisite and proper.
26. All cemetery plot enclosures are prohibited. No plot shall be enclosed with a hedge, coping or fence.
27. The cemetery team reserves the right to remove from any cemetery plot, either wholly or in part, any tree or bush that shall be, in its judgment, detrimental to any adjacent cemetery plot, path or drive or that shall be unsightly or obstructive or the roots or foliage which shall interfere with any adjacent plot.
28. The cemetery team reserves the right to require all persons entering the cemetery to present proper identification, and to refuse admission to anyone not a plot holder or a relative of a person interred in the cemetery, and to refuse use of any of the cemetery facilities at any time to any person or persons whom the team may deem objectionable.
29. Young children are to be accompanied by a responsible adult while on the cemetery grounds.
30. Only the plot holder and his relatives shall be permitted on any cemetery plot. Any person thereon shall be considered a trespasser, and the cemetery team shall owe no duty to the trespasser to keep the property or the memorial thereon, in reasonably safe condition.
31. After the funeral is completed and the casket is placed in the receiving vault or other space, the team reserves the right to refuse permission to anyone to open the casket or touch the body without the consent of the legal representative of the deceased or without a court order.

32. Persons within the cemetery grounds shall use avenues, paths, walks, alleys and roads exclusively, and Pilgrim Lutheran Church and the cemetery team shall not be liable to any person injured while walking on the grass or any other portion of the cemetery other than avenues, paths, walks or roads, unless such route is the only way for the person to reach said plot.
33. Boisterous or unseemly conduct, including loitering, will not be permitted on the cemetery grounds.
34. Pets are not allowed on the cemetery grounds.
35. Littering on the drives and paths, or any part of the cemetery is prohibited. This includes cigarette butts.
36. All vehicles are to remain on the roads and are not to drive or park on the grass.
37. A contribution will be asked for each burial / reservation in Pilgrim Lutheran Church cemetery for the purpose of perpetual care. The following schedule will prevail until amended as needed by the cemetery team and church council.
  - a.) Active Member - \$ 500.00
  - b.) Non-Member - \$1,500.00
42. As a privilege of having a plot or plots it is expected that a donation or donations be made to the cemetery memorial fund for the continual upkeep of the cemetery grounds. For all designated and reserved plots, an annual maintenance fee and renewal confirmation letter will be mailed to the “plot holder” of record or the designated family member for each plot. The annual maintenance fee is \$50.00

## Pilgrim Lutheran Church Cemetery Agreement

I, \_\_\_\_\_, in agreement with Pilgrim Lutheran Church of Lexington, SC, in consideration for the burial rights to (\_\_\_\_) grave(s), Cemetery plot number(s): \_\_\_\_\_ located in Pilgrim Lutheran Church Cemetery of Lexington County, South Carolina agrees:

1. That I will abide by all the rules and regulations governing said cemetery, a copy of \_\_\_\_\_ which is attached hereto and is incorporated and made a part of this agreement.
2. That I forfeit all rights to said plot(s) upon failure to abide by any or all of the rules and regulations governing the cemetery.
  
3. That I acknowledge I have been made aware of and agree to pay the initial reservation fee(s) of \$\_\_\_\_\_ and annual maintenance fee(s) of \$\_\_\_\_\_ that are assessed for each individual plot. However, I have the right to cancel my reservation(s) at any time and I also may apply to have part of my reservation fee returned (see reservation fee cancellation schedule).
  
4. That I recognize that said rules and regulations may be altered, modified or amended from time to time and alterations, modifications and amendments shall be duly recorded and available in the church office for inspection by plot holders.
  
5. That the church council of Pilgrim Lutheran Church, and its appointed cemetery committee reserves the right to change, alter or otherwise interpret any or all the rules and regulations at its discretion.

\_\_\_\_\_  
Plot Holder Representative Signature  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cemetery Committee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## PLOT RESERVATION LIST

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>RELATIONSHIP TO APPLICANT</u>	<u>MEMBER STATUS</u>	<u>RESERVATION FEE _____.</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____

**Cancellation Schedule:**

After 1-10 years: 50% refund available

After 11-20 years: 25% refund available

After 21 years: No refund available