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# **Calvary Cemetery**

## **Nashville, TN**

### **Mission Statement**

We acknowledge that Calvary Cemetery is established to carry out the sacred religious function of the burial and care for the resting-places of the deceased.

We accept the responsibility of implementing this religious function under the direction and supervision of the local Church Authority.

We believe in and are firmly committed to the teachings and rich tradition of the Catholic Church with regard to the deceased and the sacredness of the cemetery in which their bodies rest.

We recognize the deep religious significance of the Corporal Work of Mercy involved in the burial of the dead and the reverence for the deceased.

We are dedicated to the respectful care of the people of God who even in death remain a part of the whole Christian community.

We are committed to encouraging Catholic prayer and devotion for our deceased brothers and sisters, especially in our cemetery.

We oppose any effort to minimize or destroy any of the Catholic teachings that relate to death, burial and devotion to the departed souls.

We will proclaim through our words, work and the example the sacredness of the Human Body, the Belief in the Resurrection and the Christian virtue of Hope.

# **RULES AND REGULATIONS OF CALVARY CEMETERY ASSOCIATION DIOCESE OF NASHVILLE**

In order to promote a safe and reverent environment for the families and friends of the deceased and for the mutual protection and benefit of the Owners and/or Purchasers of the Right of Sepulture and Calvary Cemetery Association of the Diocese of Nashville, the following Rules and Regulations for Cemetery interments have been adopted. All Owners, Purchasers and visitors on the property owned by Calvary Cemetery Association shall be subject to these Rules and Regulations. The reference to these Rules and Regulations in the Certificate of Right of Sepulture shall have the same effect as if set forth in full therein. All determinations as to interpretation of these Rules and Regulations of Calvary Cemetery Association shall be at the sole and final discretion of the Calvary Cemetery Association.

**THE CERTIFICATION OF RIGHT OF SEPULTURE, THE PURCHASE CONTRACT, THESE RULES AND REGULATIONS AND ANY AMENDMENT THERETO SHALL BE THE SOLE AGREEMENT BETWEEN THE CALVARY CEMETERY ASSOCIATION AND THE OWNER/PURCHASER OF THE RIGHT OF SEPULTURE. ANY ORAL OR WRITTEN STATEMENTS OF ANY SALES AGENT OR OTHER EMPLOYEE SHALL IN NO WAY BIND THE CALVARY CEMETERY ASSOCIATION.**

**THE CALVARY CEMETERY ASSOCIATION IS PERMITTED AND RESERVES THE RIGHT TO MAKE MODIFICATION OR AMENDMENTS TO THESE RULES AND REGULATION WITHOUT NOTICE AND ALL OWNERS, PURCHASERS AND VISITORS WILL BE SUBJECT TO THE RULES AND REGULATIONS OF THE CALVARY CEMETERY ASSOCIATION IN PLACE AT THE TIME.**

# I

## DEFINITIONS

- A. **“Association”** is defined as the person or persons duly appointed by the Ordinary of the Diocese of Nashville for the purpose of conducting and administering Calvary cemetery owned and operated by the Catholic Diocese of Nashville.
- B. **“Calvary Cemetery of the Diocese of Nashville”** is the non-profit corporation pursuant to 501 © (3) of the IRC, 1986 as amended, established by the Roman Catholic Diocese of Nashville to administer the non-parish Catholic cemetery located in the diocese with a street address of 1001 Lebanon Pike, Nashville, TN 37210.
- C. **“Catholic Cemetery”** is the cemetery created and set aside by the Roman Catholic Church as a sacred place in compliance with Canons 1205 through 1213 of the Code of Canon Law.
- D. **“Certificate of Right of Sepulture”** is the document which is provided to the Purchaser of the right of burial, entombment or inurnment upon payment in full of the purchase contract and shall denote any interment rights of restrictions. The Certificate of Right of Sepulture is the Purchasers’ proof to the use of the specified space for burial, entombment or inurnment. It may be referred to as the Certificate of Ownership, Certificate of Right of Burial or Certificate of Right of Entombment.
- E. **“Cemetery”** is defined as a place or area set apart for interment of the dead by burial in the earth or entombment in public or private mausoleums, columbaria and garden crypts and all walks, avenues, and grounds set aside for meditation gardens and for other natural ornamentation.
- F. **“Columbarium”** is defined as an arrangement of niches used for the interment of cremains.
- G. **“Community Mausoleum”** is defined as a structure designed and constructed for the interment of more than one unrelated deceased person.
- H. **“Crypt”** is a chamber in a mausoleum of sufficient size for the entombment of a deceased person.
- I. **“Crypt and Niche Fronts”** are the granite covers which are fastened to the place of interment after an interment is completed and upon which the memorialization is carried out.
- J. **“Disinterment”** is defined as “...the recovery of human remains by exhumation, disentombment, or inurnment. **“Disinterment”** does not include the raising and lowering off remains to accommodate two interments within a single grave and does not include repositioning of an outside outer burial container that encroaches an adjoining burial space.
- K. **“Marker”** also referred to as a “Flush Markers” is defined as a memorial made of granite, Mable or bronzed faced which is used on graves and is level with the ground.
- L. **“Grave”** is an excavation in the earth in which a deceased person is buried or to be buried.
- M. **“Grave Accessory”** is defined as any non-Association property and/or personal property belonging to Owner and placed upon the grave for ornamentation or memorialization purposes in compliance with the provisions of Part VIII of these Rules and Regulations entitled Decorations and Memorials.
- N. **“Interment”** is defined as the act or process of burying a deceased person in a grave, entombing a deceased person in a crypt or inurning the cremains of a deceased person in a niche or cremains grave. The permanent disposition of the remains of the deceased person by burial, entombment or inurnment.
- O. **“Land Option” and/or “Cremains Land Option”** is defined as the option to modify a one (1) grave lot to accommodate additional interments in accordance with the Rules and Regulations of the Calvary Cemetery Association. See Part V for additional information.
- P. **“Lot”** is a space within the cemetery used or intended to be used for earth burial and containing 12 graves.
- Q. **“Mausoleum”** is defined as a structure designed and constructed for the above ground interment of deceased persons.
- R. **“Monument”** is defined as a memorial made of granite which is placed on a family plot. A monument stands above ground in an upright position.

- S. **“Niche”** is defined as a space in a mausoleum or columbarium sufficient in size for the inurnment of the remains of a deceased person.
- T. **“Outer Burial Container”** is defined as any container which is designed for the placement in the grave around the casket including, but not limited to, containers commonly known as burial vaults, grave boxes, and grave liners. See Part IV (K) for the Association’s requirements regarding an outer burial container.
- U. **“Owner” and “Purchasers”** are defined as persons who have purchased a Right of Sepulture from the Calvary Cemetery Association.
- V. **“Place of interment”** is defined as the grave, private or community mausoleum space, garden crypt or niche columbarium or any other space set aside for the interment of a deceased person.
- W. **“Plot”** is a space within the cemetery used or intended to be used for earth burial and containing only one grave.
- X. **“Private Mausoleum”** is defined as a granite structure designed and constructed for the interment of the family for whom the structure has been constructed or other persons as may be designated by the Owner of the Right of Sepulture.
- Y. **“Right of Sepulture”** is defined as an individual’s right to entombment, inurnment or burial arising out of the purchase of that right in accordance with Association policies and procedures.
- Z. **“Sacred Places”** is defined as “Those which have been designated for the worship or for burial of the faithful through a dedication or blessing which the liturgical books prescribe for this purpose” Canon 1205 of the Code of Canon Law.

## II RESTRICTIONS AND DISCLAIMERS

**A. Religious Restrictions:** A Catholic Cemetery is intended for, and restricted to, interment of Catholics and their family members who are entitled to such interment in accordance with applicable Canon Law and discipline of the Roman Catholic Church. The burden of proving that the deceased is Catholic or a proper relative thereof and entitled to such interment shall rest upon the Owner of the Right of Sepulture or other person applying for interment of the deceased. All determinations with regard to the Right of Sepulture shall be within the sole discretion of the Association.

**B. Admission to Cemetery:** Calvary Cemetery is open to the public for visitation; however, the Association reserves the right to refuse admission to the Cemetery and to refuse the use of Cemetery facilities at any time, to any person or persons whom the Association may deem objectionable to the best interests of the Cemetery.

**C. Burial of Non-Catholic Christian/Burial of Non-Christians:** Catechumens are entitled to full rite of Christian Burial. Though they are not baptized as Catholics, they are members of the household of the Church. Canon 1183 - 1 of the Code of Canon Law.

In the prudent judgment of the local Ordinary, ecclesiastical funeral rites can be granted to baptized members of a non-Catholic Church or ecclesiastical community unless it is evidently contrary to their will and provided their own minister is unavailable. Canon 1183 - 3 of the Code of Canon Law.

To avoid breaking family ties, non-Catholic members of Catholic families may be interred in a Catholic cemetery.

- I. The Association reserves the right to demand that a Christian burial permit be provided prior to any interment.
- II. Clergy of other religious communities, vested if they desire, may conduct the cemetery Rites if the family so desire, or it was the express wish of the deceased.

**D. Religious Ceremonies:** Religious ceremonies within the cemetery other than those of the Roman Catholic Church are not permitted without first obtaining written permission from the Association.

**E. General Liability of the Association: OWNERS AND PURCHASERS HEREBY ACKNOWLEDGE THAT THE ASSOCIATION SHALL TAKE ALL REASONABLE PRECAUTIONS TO PROTECT EACH PLACE OF INTERMENT AND THE REMAINS PLACED THEREIN FROM LOSS OR DAMAGE, HOWEVER, THE MANAGEMENT AND THE ASSOCIATION HEREBY DISCLAIM ALL RESPONSIBILITY FOR LOSS OR DAMAGE FROM CAUSES BEYOND ITS REASONABLE CONTROL,** including, but not limited to , damage to crypts, outer burial containers or memorials caused by general outdoor elements, acts of God, common enemies, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, orders of any military or civil authority, or through normal and extended wear and tear to such crypts, outer burial containers and memorials, whether the damage be direct or collateral.

**OWNERS AND PURCHASERS FURTHER ACKNOWLEDGE THAT THE ASSOCIATION SHALL BE HELD ONLY TO THE EXERCISE OF REASONABLE CARE AND DILIGENCE IN THE MAINTENANCE OF THE CEMETERY AND THE PLACES OF INTERMENT AND SHALL NOT BE HELD LIABLE FOR ANY OBLIGATION NOT EXPRESSLY SET FORTH WITHIN THESE RULES AND REGULATIONS.**

**F. No Special Care of the Place of Interment:** The Association shall not be responsible, nor shall it provide any additional or special care for an Owner's place of interment other than the general care and maintenance expressed herein.

**G. Rights of the Association for purposes of Cemetery Operation:** The following rights and privileges are hereby expressly reserved by the Association: To at any time and from time to time resurvey, enlarge, diminish, replat, alter in shape or size or otherwise change all or any part, portion or sub-division of the Cemetery 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) and to file amended maps or plats thereof without providing copies of the same to the lot or plot Owners, to use the same for the erection of buildings, or for any purposes or uses connected with, incident to , or convenient for the care, preservation, or preparation for the proper disposition or interment of the remains of a deceased person, or other Cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of, installing, maintaining and operating pipelines, conduits or rains for sprinklers, drainage, electric or communications lines, or for any other purposes in furtherance of the Association and/or the Roman Catholic Church and/or its teachings.

**H. Non-Association vehicles on Cemetery property:**

- i. Vehicles must proceed slowly and quietly within the Cemetery.
  - ii. No vehicle may pass a funeral procession going in the same direction
  - iii. Vehicles are not permitted to back up or turn around on avenues or roads within the Cemetery, except at the proper intersections.
  - iv. Vehicles should not be parked with the engine running. Parked vehicles should be locked. **The Association is not responsible for lost, stolen or missing property.**
  - v. It is absolutely prohibited to drive any vehicle across or upon any grave, lot or lawn, or park or leave the same thereon.
  - vi. No vehicle is to be parked or left on a road or driveway within the cemetery in such a position as to prevent another vehicle from ingress, egress, and/or right of way.
  - vii. No un-licensed drivers may operate any vehicles within the Cemetery.
  - viii. No vehicle is to be parked or come to a full stop in front of an open grave unless such vehicle's occupants are attendees of a funeral.
- I. Additional Rules: All Owners, Purchasers and visitors within the Cemetery are subject to the Rules and Regulations set forth herein and any amendments to the Rules and Regulations as may be promulgated from time to time.
- J. **Unsafe Conditions: The association uses its best efforts to maintain the cemetery in a safe and hazard free manner. Due to general outdoor conditions, ground settling, soft ground resulting from either weather conditions or recent burials, flush markers and any number of conditions over which the Association has no control, visitors to the cemetery assume all risks when coming onto properties maintained and operated by the Association.**

### III VISITATION

- A.** In order to promote the safety and comfort of all visitors to Calvary Cemetery, the Association requires that visitors comply with all the Rules and Regulations contained herein and any amendments to the rules and regulations as may be promulgated from time to time
- B. Hours:** The Cemetery shall be open during posted hours.
- C. Visitation Policies and Procedures:**
- i. Persons not otherwise refused admission to the Cemetery shall be invitees of the Cemetery to whom the Association only owes a duty to maintain, in a reasonably safe condition, those portions of the Cemetery open to visitors, including portions used for travel
  - ii. Persons visiting the Cemetery should exercise caution while walking over the grounds, as circumstances beyond the control of the Association may affect the conditions of the grounds. **It should always be presumed that the ground is uneven and the granite markers are slippery.**
  - iii. Persons within the Cemetery grounds shall use only the avenues, roads, walks, and paths therein designated for public use. Anyone who shall leave these designated passageways and enter a portion of the Cemetery restricted to use by the Association or its employees shall be considered trespassing.

**Children:** Children under sixteen (16) years of age are not permitted within the Cemetery unless accompanied by an adult.

**Animals:** No animals shall be permitted within the Cemetery at any time.

**Prohibited Conduct:** All Persons within the Cemetery shall avoid conduct unbecoming a Sacred Place, including but not limited to:

1. Boisterous demonstrations of any kind.
2. Idling, loafing or lounging.
3. Bringing or consuming refreshments.
4. Talking in a manner which is offensive to other visitors.
5. Littering.
6. Unauthorized soliciting or peddling of any commodity.
7. Bringing firearms onto the premises, except by a military or public safety escort accompanying a veteran's funeral or attending memorial services.
8. Unauthorized placing of signs, notices or advertisements.
9. Removing or damaging any property belonging to the Association.
10. Moving, relocating, altering or adjusting any items laid out or required for interment.
11. Interfering with or obstructing an interment.
12. Removing or altering any grave accessory located on a place of interment, in violation of the rights of the person who owns the Right of Sepulture or violation of these Rules and Regulations.

**13.** Entering upon the service areas without authorization. Visitors requiring information or assistance must report to the main office.

**14.** Disturbing other visitors

The forgoing list is not all inclusive and shall serve as a guide. The Association requires that all visitors conduct themselves in a manner which is respectful of these sacred places.

## IV BURIAL

- A. Applicable Laws:** In addition to being subject to these Rules and Regulations, all interments are expressly made subject to the laws and regulations of any governmental authority having appropriate jurisdiction and the laws of the Roman Catholic Church.
- B. Time and Manner of Interment:** All interments must be made at a time designated by the Association and in the manner described within these Rules and Regulations or as otherwise defined or communicated by the Association. No interments will take place after 3:00 P.M., except in the event of an emergency as determined by the Association.
- C. Charges and Fees:** Cemetery charges and fees must be paid prior to interment unless other arrangements have been made in compliance with other policies and procedures as may from time to time be put forth by the Association.
- D. Day Interments Not Permitted:** Interments shall not be permitted on the following days:
- i. Any Sunday
  - ii. Saturday after 11:00 a.m.
  - iii. New Years Day
  - iv. Martin Luther King Day
  - v. Presidents Day
  - vi. Holy Thursday after 12:00 p.m.
  - vii. Good Friday
  - viii. Easter Monday
  - ix. Memorial Day
  - x. Independence Day
  - xi. Labor Day
  - xii. Thanksgiving Day
  - xiii. Day after Thanksgiving
  - xiv. Christmas Day

Interments will be performed on the workday immediately following the above days if Twenty-four (24) hour notice is given prior to the holiday.

- E. Prior Notice:** In order to provide a proper interment service and to maintain consistency of service, The Association requires not less than Twenty-four (24) hours notice be provided prior to any interment within the Cemetery. Provided that the Twenty-four (24) hours notice is on the working day prior to the interment service.
- F. Written Application:** The Association reserves the right to refuse any interment except on WRITTEN APPLICATION by the Owner of the Right of Sepulture or other authorized persons which shall be completed on forms provided by the Association and which are properly submitted and filed in the Cemetery office.
- G. Full Payment:** No interment will be permitted and no rights shall be acquired by the Purchaser or Purchasers of the Right of Sepulture until the same is paid in full under the terms embodied in the contract between the Purchaser and the Association.
- H. Interment Errors:** The Association has the right to disinter a deceased person to correct an interment error. Owners and Purchasers acknowledge on behalf of themselves, their heirs, successors and assigns that the Association has the right to correct any errors that involve the interment of a deceased person. Pursuant to the Association policy, notice of the actions to be taken by the Association will be provided to the decedent's last known next of kin prior to the correction.
- I. Delay in interment:** The Association shall not be liable for any delay in an interment where a protest to such interment has been made, or where these Rules and Regulations have not been complied with; and further, the Association reserves the right, under such circumstances, to place the remains of the deceased in a receiving area or other temporary place of interment until all rights

have been determined. The Association shall be under no duty to recognize any protests of interment unless they be in writing and files with an office of the Association.

- J. Interment or Burial Done by Association:** All funerals on reaching the Cemetery entrance shall be under the supervision of the Association and its employees. ALL INTERMENTS MUST BE MADE ONLY BY THE ASSOCIATION. Equipment owned or leased by the Association shall be used exclusively in making all interment.
  
- K. Outer Burial Container:** An outer burial container shall be required for each interment in a grave. The outer burial container must meet the Association's requirements with respect to quality and construction and are subject to the Association's final approval for use in any grave. A full body outer burial container must be constructed of concrete, galvanized steel, stainless steel or copper of a quality 12 gauge or better. All metal outer burial containers must be of an air seal design. Cremains must be interred in an outer burial container constructed of concrete, or cultured marble, certified Corain surface by DuPont or its equivalent, or galvanized steel, stainless steel or copper of a quality 12 gauge or better. Outer burial containers constructed of materials not set forth in this paragraph 15 are prohibited. A full body grave has a standard width of thirty-six (36) inches and is designed to accommodate a standard outer burial container size not greater than 34.75" in width and 90" in length. Any outer burial container which exceeds the standard size of 34.75" x 90" will be considered oversized and Purchaser agrees that the Association will handle the same accordingly.

**V**  
**PROPERTY RIGHTS AND OBLIGATIONS OF  
LOT OR PLOT OWNERS**

- A. Right of Burial Only:** The Owner or Purchaser of a Right of Sepulture **does not** acquire a fee interest in the property purchased from the Association. All fee interest in the property and the place of interment remains with the Association.
- B. Number of Burials per Grave:** Each grave is designated for the interment of one (1) deceased person. Only one (1) deceased person may be interred in a grave unless a land option is purchased. A land option allows for additional burials in a single grave in accordance with these Rules and Regulations and all other policies and procedures of the Association regarding interments. The purchase of a single grave with a land option can modify the single grave to accommodate additional interments as follows:
- i. The interment of two (2) cremations
- See Sections C and D below for additional requirements regarding land option.
- C. Cremation:** In the event of a cremation, the Association's policy is as follows:
- i. A single grave may be used for the interment of the cremains of two (2) deceased persons within the same family if a cremains land option for the same is purchased for each additional interment and the grave is re-platted for the purpose of identifying the two (2) cremains graves;
  - ii. The first cremains interment must be at the foot of the grave;
  - iii. See Part VIII regarding memorialization
- D. Land Options:** All graves are purchased on the basis of one (1) interment per grave. An option known as a land option may be purchased to permit additional interments in a single grave. Each land option will allow an Owner or Purchaser to add one (1) additional interment to a single grave as set forth in Sections B and C above.
- i. Land option charges are equal to the price of two cremation niche spaces, plus all additional charges.
  - ii. All memorialization must comply with Part VIII Section H of these Rules and Regulations.
  - iii. If the land option is purchased subsequent to the placement of a marker or monument, the Owner will provide proper memorialization, by replacing the existing marker or monument to comply with these Rules and Regulations.
- E. No Easement Rights:** No easement is granted to any Owner of a Right of Sepulture on any property of the Association, any drive, road, alley, or walk used as a means of access through or to the Cemetery or to the buildings as long as the Association devotes it to the purpose.
- F. Individual Rights:** All interment rights purchased shall be presumed to be the sole property of the person named as grantee in the Certificate of Right of Sepulture; PROVIDED, however, that a legal spouse shall have vested Right of Sepulture of his/her body in any unused place of interment conveyed to the other, which right shall continue as long as he/she shall remain the legal spouse of the Owner or shall be his or her spouse at the time of such Owner's demise. **NO CONVEYANCE OR OTHER ACTION, WITHOUT JOINDER THEREIN OR WRITTEN CONSENT ATTACHED THEETO SHALL DIVEST SUCH LEGAL SPOUSE OF HIS/HER VESTED RIGHT OF SEPULTURE.** A VESTED Right of Sepulture as herein provided may be waived and shall be terminated upon disposition elsewhere of the remains of the person entitled thereto.
- G. Interred Casket:** Once a casket containing a body is within the confines of the place of interment, no funeral director, embalmer, assistant, employee or agent of a funeral director or embalmer shall be permitted to open such casket or touch the body or remains therein without prior written consent of the legal spouse or an order from a court of competent jurisdiction.
- H. Lots:** Whenever an interment is made in a lot that has been transferred by Certificate of Right of Sepulture to an individual Owner by the Association and held as a separate unit, it shall be indivisible; and the whole of such lot thereby becomes inalienable and shall be

held as the lot of the Owner, in which one grave may be used for the Owner's interment, one for the interment of his or her surviving legal spouse, if any; and in those remaining, if any, the children of such any person claiming an interest therein.

- I. Order of descent and distribution:** If after the death of the Owner no interment is made in a place of interment which has been transferred by Certificate of Right of Sepulture to such individual Owner or if no burial has been made in a place of interment other than of the Owner and his or her surviving spouse and in the absence of a specified disposition by the Owner's last will or other written declaration of record, then the individual grave, or where a lot is involved, the remaining graves and/or place of interment shall, subject only to the surviving spouse's vested Right of Sepulture, descend from the interest Owner in the order of descendent and distribution as set forth in the Tennessee code. Those descendents claiming Right of Sepulture are entitled to such interment if the requirements set forth in applicable Canon Law, these Rules and Regulations and applicable Tennessee law are satisfied. Should an Owner of the Right of Sepulture die without a devise or any known kindred, the Right of Sepulture shall revert to the Association.
- J. Transfer of Right of Sepulture Prohibited:** The transfer or subdivision of the Right of Sepulture described above is not permitted and no one shall be interred in any place of interment not having any interest therein, except by written consent of all parties interested in such place of interment and of the Association, provided, however, a relative of the lot Owner may be buried in such a lot as provided in these Rules and Regulations or the laws of this State.
- K. Certificate of Ownership:** Certificate of ownership of the Right of Sepulture must be issued in an individual's name eligible for burial under the rules and regulations set forth herein. No inanimate person or ineligible person may own the Right of Sepulture.

## VI PURCHASE AND TRANSFER OF LOTS AND PLOTS

- A. Selection:** Persons desiring to purchase a place of interment must contact the Cemetery. Prices and method of payments are determined by the Association.
- B. Certification of Right of Sepulture:** A certificate of Right of Sepulture shall be issued to each Purchaser of a place of interment upon full payment of the purchase price of the same. Presentation of the certificate may be required at the time the arrangements are to be made for interment or whenever any other rights are to be exercised. When such certificate is not presented or when presented by someone other than the original Owner, the Association will be bound by the rights of the Owner and sequence of inheritance expressed in Part V in allowing the interment of any deceased person.
- C. Installment Plan:** Installment plan payments will be limited to one year (12 Months from time of purchase). If the installment plan is not paid in full by the end of the one year period, the grave space(s), Crypt(s) or Niche(s) will be forfeited and all monies retained by Association.
- D. Change of Address:** It shall be the duty of the Owner of the place of interment and/or their surviving spouse or next of kin to notify the Association of any change in his or her post office address. Any and all notices sent to the Owner's last known address shall be deemed proper and legal notification.
- E. No Transfer without Consent:** No transfer or assignment of any Right of Sepulture or interest therein shall be valid without the prior written consent of the Association properly endorsed thereon, and subsequently recorded on the permanent section books of the Association. Any transfer or assignment which is made is subject to these Rules and Regulations and as they may be amended from time to time.
- F. Speculation Prohibited:** The Association prohibits the purchase of Right of Sepulture for the purpose of Speculative investment.
- G. Indebtedness:** The Association reserves the right to refuse consent of the transfer or assignment of a Right of Sepulture as long as there is any indebtedness due the Association from its record Owner or if the transfer shall violate the Rules and Regulations set forth herein, the laws of the Roman Catholic Church or the laws and regulations of any governmental authority having jurisdiction over the matter.
- H. Refund Policy:** Upon issuance of a Right of Sepulture, if Owner or Purchaser seeks to return the Right of Sepulture and any items purchased in connection with the Right of Sepulture, and receive a refund of the original purchase price, the Association's policy is as follows:
- i. In the event of cancellation by midnight of the third (3rd) day, the Association shall return all monies paid hereunder. The original Right of Sepulture if issued must be returned before any monies will be returned.
  - ii. If Owner or Purchaser should cancel a purchase after midnight of the third (3rd) day, the Association will not refund any monies.
  - iii. After the three (3) day cancellation period, if Owner or Purchaser has purchased any form of permanent memorialization, such as a columbarium or niche plate, and has paid in full the purchase price of such permanent memorialization, engraving may commence. If engraving of the material has not commenced, the Association will refund the purchase price to Owner or Purchaser less a twenty-five (25) percent cancellation fee. If engraving of the permanent memorialization has commenced, the purchase price for the permanent memorialization is not refundable.
  - iv. This policy shall not apply to installment sales of the twelve (12) month payment program as no Certification of Right of Sepulture been issued. Please refer to Section C above.

## VII DISINTERMENT OF DECEASED REMAINS

- A. When a disinterment is requested, the Association is obligated by law to follow certain procedures. Prior to proceeding with a disinterment, all legal requirements and cemetery procedures must be satisfied and all appropriate fees and charges must be paid.

In most cases, the request for disinterment comes from a surviving family member and, overwhelmingly, the request seeks reinterment in another section of the Association cemetery. Often, the reason for the request is to unite spouses, parents, and other family members in contiguous plots. Because the disinterment/reinterment process often results in a renewal of the grieving process, the Association makes every effort to provide caring, sensitive assistance to each applicant.

Unfortunately, the Association has no reasonable avenue available to it to verify the information provided by the applicant that he/she/they is/are the sole surviving family member(s) or that no other equally affected family member objects to the disinterment and interment. Even though family relationships may be otherwise harmonious, some persons have strong feelings about disturbing what was thought to be a final resting place for the remains/cremains of a loved one. In addition, family structure may be such that it is not always possible to determine that important family members have been consulted and concur. For example, it is not uncommon for widows and widowers with children to remarry. Children whose parents are both deceased may not appreciate the impact of disinterment upon the surviving spouse of subsequent marriages.

The association will, except under unusual circumstances, grant without further administrative or legal action, a written request to disinter and reinter which is made by the surviving spouse of the decedent. In order for the Association to grant a request for disinterment made by anyone other than the surviving spouse, a court order is required. Any family member can obtain a court order from the probate court of the county in which the cemetery is located to command the Association to disinter a body. Ordinarily, this procedure is not adversarial in nature but does require that the applicant finish certain required information set forth in the law. It is advisable to contact an attorney to assist you in this process.

- B. All interments are completed in a manner which facilitates the permanent disposition of the remains of the deceased person. When a family requests a disinterment, it is a complicated project because of the inherent permanence of all interment. A disinterment can result in damage to the outer burial container regardless of the care used in the process. The Association is not responsible for any damage to the outer burial container or its contents resulting from a disinterment. **Owner agrees to bear the full cost of replacing a damaged outer burial container.**

## VIII DECORATIONS AND MEMORIALS

- A. General Policy:** From the earliest times in the Church's tradition, believers have decorated the places of interment of their loved ones with words and symbols reflecting their strong faith in the continuing presence of the Lord in life and death and their firm hope in the resurrection and the promise of everlasting life. The cemetery property maintained by the Association is a Sacred Place and as such must be maintained in a manner which is respectful of all those who have entrusted their loved ones to us. In order to maintain the condition of the cemetery and to be considerate of one another, it is necessary to limit the nature and type of decorations permitted throughout this Sacred Place. It is the policy of the Association that any item or object other than a flush bouquet holder, Marker or Monument is considered a decoration or grave accessory (hereinafter collectively "Decoration"). It is imperative that all Decorations be placed in compliance with these Rules and Regulations and any amendments thereto promulgated by the Association from time to time.
- B. Flowers at the time of Interment:** Immediately following an interment, the flowers from the funeral may be placed on or near the place of interment. Placement and removal of flowers shall be as follows:
- i. In the case of an interment in a grave, the funeral flowers may be placed directly on the grave, the flowers will be removed and discarded after five (5) days;
  - ii. In the case of a columbarium, due to the small area, not more than three (3) bouquets may be placed near the place of interment and they will be removed and discarded after five (5) days;
  - iii. In the case of an interment in a mausoleum, no flowers except the casket cover flowers will be allowed inside the mausoleum. The casket cover flowers will be removed from inside the mausoleum after the funeral service. After five (5) days, all flowers from the service will be discarded. Due to the fact that Mausoleum space is limited, it is necessary to limit the flower placement in a mausoleum or near a columbarium after an interment.
- C. Decorations:**
- i. Artificial Flowers or Decorations: Artificial flowers and decorations are permitted.
  - ii. Grave blankets, mounds, cones and other similar grave accessories are not permitted, because they become shelter for animals.
  - iii. Seasonal Crosses: Families whose deceased loved ones are interred in a flush marker section may place a seasonal cross to better identify the place of interment. To protect the safety of all our visitors and our employees and to assist in the reduction of incidents of equipment damage, all crosses with spikes or stakes which are not securely fastened to the cross are prohibited and will be removed immediately.
  - iv. Christmas Decorations Removal: All Christmas decorations will be removed and discarded by March 1.
  - v. Decorations which are in glass or metal cans are subject to immediate removal, because of the danger they present to persons and property. Only approved bouquet holders may be used for decorations. Federal Laws requires us to make working conditions as safe as possible for Association employees.
  - vi. Glass: All **glass** decorations and any lights, such as Christmas lights, are never permitted and will be removed and discarded.
  - vii. Candles or Flames Decorations: Votive candles of any kind and any decorations which include a flame, either live or battery operated, are prohibited on places of interment and will be removed.
  - viii. "Natures Beauty Makes the Best Decorations": Plastic and Styrofoam grave decorations do not decompose nor are they good for the earth. Due to limited space, many landfills are no longer accepting such materials. The Association recommends using only fresh flowers which can be obtained from local florists. Please use natural products to honor your loved ones.

- ix. The Association recommends that all decorations be clearly marked with the name, section and lot for identification purposes. In the event of a burial near any place of interment it may be necessary to move some or all decorations. Proper marking of the decorations will facilitate its return to the appropriate location. Should an item be removed from a place of interment by the employees of the Association, every reasonable effort will be made to return the decoration to its appropriate location as work load and labor constraints permit. **Notwithstanding the forgoing, the Association is not responsible for any decoration items which are lost, stolen or misplaced.**
- x. Planting of any kind in any area of the cemetery is prohibited and will be removed.
- xi. Height and Width: Decorations in excess of 36 inches high or 34 inches wide are not permitted and will be removed. In the case of baby graves the width of the decoration shall not exceed 22 inches.
- xii. Decorations, including but not limited to, marble chips, stones, wood chips, bricks, lucky stones, etc, are not permitted around the place of interment.
- xiii. The Association shall not be responsible for any decorations or personal effects left on any part of the cemetery property, including but limited to any place of interment.
- xiv. Trees and shrubs are for the beautification of the entire cemetery and for the benefit of all of the families, therefore, decorations placed on any tree, shrubs or cemetery structures will be removed.
- xv. **Crypt and Niche Decorations: As crypt and Niche fronts are part of the building structure, only Association approved and installed crypt and niche front decorations are permitted.** The use of non-approved adhesives or tape can cause damage to granite crypt and niche fronts. Moreover, non-approved decorations, which may cause discoloration and other damage, can diminish the beauty of the entire building, affecting the rights of others. Items attached to the crypt and niche fronts will be removed and the cost of repair may be assessed to the Owner of the place of interment or their surviving heirs.
- xvi. **All items which are deemed by the Association to be in violation of the Rules and Regulations will be removed and discarded. The Association is not responsible for any item which is discarded. Further, neither the Association nor the Roman Catholic Diocese of Nashville is responsible for any item placed on a place of interment and/or removed from a place of interment.**
- xvii. Graves's accessories not covered by these Rules and Regulations are subject to removal.

**D. Inscriptions and Symbol Policy and Specifications:** A Catholic cemetery is a Sacred Place that should raise to God the minds and hearts of all who visit. Among its most distinctive features are the memorials and tombstones contained within it. These have a unique ability to create a religious atmosphere.

The following guidelines are provided by the Calvary Cemetery Association to aid in the choice of appropriate inscriptions and symbols in order to maintain the ancient traditions that Christian Burial places be surrounded with prayerfulness and signs of hope.

Symbols:

- i. All markers and monuments must contain a Christian symbols, only one (1) non-Christian is permitted and must not be the focal point of the overall design. The names of all deceased persons interred in the place of interment must be inscribed on any marker, monument, crypt and niche front or other form of memorialization.
- ii. As the cemetery is a Sacred Place, the Christian symbol on any marker or monument must be predominant. Recognized Christian symbols are those depicting God, Jesus, resurrection, the sacraments (especially the sacraments of initiation: Baptism, Confirmation, Eucharist), Mary, the Saints, hope, faith, love, etc.
- iii. Other signs or symbols of particular meaning to the family or deceased may be included in an area not to exceed 12.25 square inches, **if approved in advance by the Association.**

- E. Inscriptions:** Formal titles of family relationships are acceptable, e.g. “Mother”, “Father”, “Sister”, etc. Personal terms of endearment (nicknames) are inappropriate and not acceptable. A Marker or Monument which is not approved prior to manufacture or delivery may be rejected by the Association. The Association will not be responsible for any Marker or Monument which is manufactured or delivered without such prior written approval. Sources for inscriptions are in the following order of preference:
- i. Sacred Scripture
  - ii. The Liturgy of the Church
  - iii. Approved and published prayers, hymns and spiritual writings
  - iv. Personally authored sayings which have significant meaning to the family or nicknames may be permitted if they receive prior **written** approval from the Association. No parenthesis, quotation marks or italics are permitted. In consideration of the cemetery as a Sacred Place, any personally authored saying must observe a level of decorum which is appropriate. The Association has sole discretion with regard to personally authored sayings. Personally authored sayings are those not derived from any of the three sources set forth above under this Part VIII, E (i-iii). Any personally authored inscription is to be limited to one (1) line of text with lettering not to exceed 3/4 of an inch in height. Prior written approval from the Association of such a saying is necessary to avoid any errors or unnecessary expense in the event that the saying is rejected
- F. Etchings:** The Association permits a bust to be etched onto the Marker or Monument, which is limited to the persons head, neck and upper part of the shoulders. Please contact the cemetery office for the current policy regarding etchings. It should be expressly understood by the memorial dealer that although his/her sketch has been approved, the Association reserves the right at the time of inspection to reject the memorial due to inferior workmanship
- G. Specifications for Granite or Marble Markers and Monuments:** The Association accepts only guaranteed first grade, clear stone for all memorial purposes. In order to protect the families, the Association has established certain minimum quality standards for all Markers and Monuments. Markers and Monuments which do not meet the minimum requirements set forth herein may be rejected by the Association and prohibited from being set. In the event that a stone is set and it is later discovered that the Marker or Monument did not comply with Association requirements, the Association reserves the right to have the Marker or Monument removed by the manufacturer, and demand of the manufacturer that the Marker and/or Monument be replaced in compliance with the requirements set forth herein. The Owner and monument manufacturer shall be solely responsible for failing to meet the standards set forth herein.
- H. Marker and Monument Requirements:** In the Association’s efforts to give some assurance to the families that the granite or marble stone used for memorial purposes shall be of the highest quality, all Markers and Monuments, must comply with the following requirements:
- i. The appearance of the granite must not be altered in any manner;
  - ii. The use of oil, wax or any artificial substance is strictly prohibited as it alters the true color of the granite and in time will discolor;
  - iii. The granite will be free from sap or any other matter that will cause any form of staining;
  - iv. It will be free of such fissures which may have a tendency to check or crack;
  - v. Minimum acceptable granite standards:
    - Absorption percentage - cannot exceed 0.30%
    - Compression strength - minimum is 20,000 PSI
    - Modulus of rupture - minimum is 1500 PSI
  - vi. Due to the nature of granite or marble and the fact that a defect is often difficult to discover, the Association shall not be responsible or liable for any defects found in an Owner’s granite or marble Marker or Monument regardless of the cause. An Owner must obtain the written assurance from the seller of the Marker or Monument, that the granite or marble is of the best quality and that it complies with the requirements set forth in these Rules and Regulations.

vii. Granite or Marble sizes for flush or beveled Markers are as follows:

Baby - 20" x 10" x 4"

Single 24"x 12" x 12" but not to exceed 28" x 18" x 12"

Ledger - Minimum 60" X 24" but not to exceed 96"x30"

Double/Companion - 48" x 18" x 12"

viii. Monument sizes and specifications are available at each cemetery office.

ix. Monuments may be placed on family lots only.

x. Family lots are 6 or more graves in a single lot

xi. Family lots may have both a Monument, and either foot markers or companion foot markers

xii. Monuments must be placed at the head of the lot.

xiii. Benches will be allowed on family lots however, location will be determined by the cemetery. The usual placement is next to the Monument.

xiv. If benches, Monuments, oversized Markers or ledgers are placed on a grave space, it is the responsibility of the Owners to have it moved if a grave needs to be dug.

xv. Cemetery is not responsible for damage to benches.

xvi. Irregularities in lettering or design shall be construed as inferior workmanship and will not be accepted.

xvii. **Owner acknowledges that his/her Marker or Monument is set in the ground and is subjected to a combination of forces, both natural and manmade, which can damage the granite or alter its appearance. The Association shall not be responsible for Markers and/or Monuments which are damaged or broken regardless of cause.**

I. **Memorialization for Interment of cremains in a Grave:** If an Owner shall purchase a land option for the interment of up to two (2) deceased persons in compliance with the provisions of Part V of these Rules and Regulations, then Owner acknowledges that the Marker or Monument to be placed on the grave will either a Flush or beveled Marker not to exceed 28" x 18" x 12" or a Ledger - Minimum 60"L x 24"W but not to exceed 96"L x 30"W" which will accommodate the names of two (2) deceased persons.

**IX**  
**MAUSOLEUMS AND COLUMBARIUMS**  
**CRYPTS AND NICHEs**

- A. Crypts and Niches:** Mausoleums contains crypts and niches which serve as places of interment and Purchaser shall receive his/her Right of Sepulture in a crypt or niche, upon full payment of all charges and fees associated with either a crypt or a niche.
- B. Common Area:** In consideration of other families and to maintain the stateliness of the mausoleum, all areas beyond the place of interment are not included as part of the Right of Sepulture.
- C. Mausoleums and Columbarium Memorialization:** Due to the limited amount of space on a crypt or niche front and in consideration of the community setting of the mausoleums and columbaria, memorialization is limited to name plates which can be purchased either pre-need or at-need from the cemetery office. All memorialization must comply with the criteria established for each individual mausoleum. The criteria applicable to each mausoleum and Columbarium are available at the cemetery office. In addition, please refer to the decorations policy for crypt and niche fronts as set forth in Part VIII Section C Part xv.
- D. Casket Limitation:** In order to provide a better service to all families choosing a crypt, only steel or fiberglass caskets shall be permitted for all such entombments and limited to regular size caskets.
- E. Embalming:** It is required that all deceased persons to be entombed in a crypt must be properly embalmed in accordance with current industry practices for embalming. The Association reserves the right to demand verification of embalming from the funeral director.
- F. Urn Requirements:** Maximum Urn size for cremains not to exceed 10 1/2" x 10 1/2". No paper products can be used as Urn material

## **X Employees**

- A. Care and Maintenance:** The care and maintenance of the cemetery and that of the individual graves shall be performed only by employees of the Association. No persons, other than employees, are permitted to perform work within the cemetery unless written permission is granted by the Association.
  
- B. No Gratuities:** All fees or charges for services are payable to the Association. Patrons of the cemetery are requested not to pay any fee or gratuity to any employee. Any acceptance of such a payment by an employee will render the employee liable to immediate dismissal.

## **XI DIOCESE OF NASHVILLE CREMATION GUIDELINES**

The church recommends that the pious custom of burying the bodies of the dead be observed. The Church does not, however, forbid cremation unless it has been chosen for reasons which are contrary to Christian teaching (Canon 1176, #3).

## **XII MODIFICATIONS AND AMENDMENTS**

- A. Exceptions and Modifications:** Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Association, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.
  
- B. Amendments:** The Association may, and it hereby expressly reserves the right, at any time, or from time to time, adopt new Rules and Regulations or to amend, alter or real any rule, regulation or article, section, paragraph or sentence in these Rules and Regulations.

## **XIII QUESTIONS**

Anyone having questions regarding the foregoing Rules and Regulations are encouraged to contact the Association's Central Office.