



## POLICY MANUAL

**POLICY NAME:** Memorial Benches Policy

**POLICY NUMBER:** 5020

### **5020.1**

The purpose of this policy is to provide members of the public who are eligible to purchase interment rights in the District, a dignified and respectful means for recognizing the memory of a decedent(s) interred in a District cemetery in a peaceful, tranquil and aesthetically pleasing environment that is open to members of the general public who possess varying degrees of social sensitivities, cultural customs and religious beliefs, in a manner that protects public safety through the imposition of certain requirements and specifications for the physical construction engraving and placement of memorial benches in a District cemetery.

### **5020.02**

A memorial bench may only be placed in a District cemetery with the written permission of the District Manager or his or her designee. Three bench styles have been approved for the Temecula Cemetery: 1)- Traditional Bench, 2)- Pedestal Bench, and 3)- Serenity Bench.

### **5020.03**

Upon payment of the current location fee, current setting fee and current endowment fee, the location of a memorial bench may be reserved for a maximum period of 90 consecutive calendar days. If the bench has not been paid in full within 90 days the fees (less endowment) will be refunded, and the location site will become available for sale again.

### **5020.04**

The record owner of a memorial bench shall mean the person who purchased the memorial bench or his or her designee or assignee, or any successor in interest.

### **5020.05**

The location and placement of a memorial bench in a District cemetery shall constitute a license for the non-exclusive right, privilege, and permission to place a memorial bench on District property at a District approved location, which shall be subject to revocation and replacement in the event the District determines in its sole discretion it is necessary to relocate a memorial bench pursuant to any applicable policy, rule, regulation, law or adopted design or plan pertaining to the respective District cemetery.

### **5020.06**

Memorial benches shall be composed solely of granite which ensures that the memorial bench will be weather resistant and sturdy enough to handle the weight of at least 300 pounds.

## **5020.07**

Members of the general public visiting the District cemeteries are permitted to sit on any memorial benches located in any of the District cemeteries during the District's normal visitor hours.

## **5020.08**

Memorial benches shall always remain the personal property of the record owner. The record owner shall have the right to control the information that will be engraved on a memorial bench, consistent with the terms and conditions of this policy.

## **5020.09**

The District does not provide memorial bench engraving services. The District may, however, provide a list of engraver businesses which have engraved some of the memorial benches located in the District's cemeteries, and to the best of the District's knowledge possess valid business licenses and sellers permits issued by the California State Board of Equalization. The District, however, does not endorse or guarantee the services or workmanship of any of the engraver businesses included on the District's list, and reserves the right to refuse the acceptance of an engraved memorial bench upon evidence that the engraver business does not possess all requisite business, seller and/or vocational permits and/or licenses, has received complaints from customers on file with the District or has violated any provision of this policy.

## **5020.10**

Flower vases or any other receptacle shall not be affixed or attached to a memorial bench, unless within an enclosed family plot.

## **5020.11**

All memorial benches will be installed only by the District. The District reserves the right to refuse to install any memorial bench that does not meet the requirements and specifications set forth in this policy. All unauthorized installations will be subject to immediate removal and disposal by the District without notice to the record owner. Any costs incurred by the District for removal, disposal or replacement of any unauthorized installations will be charged to the record owner and shall be due and payable to the District within 30 days of the date an invoice is dispatched to the record owner by certified mail, sent by electronic mail or personally delivered.

## **5020.12**

All memorial benches will be installed in a manner that is consistent with the official plans and designs of the cemetery.

## **5020.13**

Memorial benches may only include the surname or full name of a decedent(s) interred in the cemetery. Only cremation memorial benches may include the decedent's name, date of birth and date of death. Both types of benches are allowed one religious emblem and one graphic to be approved by the District prior to acceptance.

### **IMPORTANT NOTE**

Since the Public Cemetery District Law obligates the District to provide for the respectful interment of human remains to meet the cultural, economic, religious, and social needs of California's diverse communities, the District finds that there is a compelling interest in operating and maintaining the District's cemeteries in a manner that is welcoming and comforting to all visitors who come to pay their respects to their dearly departed loved ones. As such, the District reserves the right to reject any epitaph or term of endearment that includes any words, phrases, symbols, etc. which have been deemed patently offensive, disruptive, fighting words, indecent or obscene by a published legal opinion of any court of competent jurisdiction.

The District reserves the right to refuse the installation of any memorial bench that is not consistent with the above specifications.

#### **5020.14**

The District is not responsible for repairing, removing, or replacing any memorial bench that has been damaged through no fault of the District. The responsibility for repairing, removing, or replacing a memorial bench that has been damaged through no fault of the District rests solely with the record owner of the memorial bench. The District does not provide any supplies, equipment, electricity, and fuel, power source for the repair, removal or replacement of memorial benches damaged through no fault of the District.

#### **5020.15**

The record owner of a memorial bench shall be liable for the cost of any property damage, bodily harm or other claims proximately caused by the unauthorized tampering, (such as repair, maintenance, removal, replacement, alternation, etc.) of the memorial bench by the record owner or record owner's employees, agents, family members, acquaintances or contractors or anyone directed by the record owner. As such, the record owner shall, at the record owner's sole cost, defend, indemnify and hold harmless the District, its directors, agents, officers, and employees, and their respective successors and assigns, and each and every one of them, from and against any and all actions, suits, proceedings, claims, demands, losses, judgments and costs and expenses of every type and description, including settlement costs, legal costs and attorneys' fees, resulting from or arising out of, or otherwise in connection with any personal injury or property damage arising from any intentional, negligent or reckless conduct of the record owner or the record owner's employees, agents, family members, acquaintances or contractors or anyone directed by the record owner. If the record owner fails to indemnify the District, its directors, agents, officers, and employees, and their respective successors and assigns, the District shall have the right, but not the obligation, to defend the same and charge to and recover from the record owner all of the direct or indirect costs of such defense, including fees and costs.

#### **5020.16**

The District may cause the removal of any memorial bench without notice to the record owner of the memorial bench that has caused bodily harm or property damage, poses a risk of causing bodily harm or property damage, or poses a risk to public safety as determined by the District in its sole discretion. The District will charge the costs associated with any such removal and any necessary repair and replacement costs to the party deemed responsible for such damage.

#### **5020.17**

The District will store any damaged memorial bench for a period of thirty days for retrieval by the record owner of the memorial bench for repair. Upon the expiration of the 30th day, the District reserves the right to dispose of any damaged memorial bench in any manner the District deems appropriate.

#### **5020.18**

Unless otherwise provided by any District policy, costs which are the responsibility of the record owner of a memorial bench under this policy shall be paid to the District by the record owner within 30 days of the date an invoice is dispatched to the record owner by certified mail, electronic mail or personally delivered. Any unpaid debt owed to the District shall on the 31st day of nonpayment of the full amount due shall be deemed delinquent and shall commence accruing interest equivalent to the District's average rate of return on its endowment care fund for the previous twelve month reporting period.

#### **5020.19**

The amount of any outstanding costs, interests, penalties and related collection costs, including without limitation attorney fees, owed to the District shall be deemed a civil debt owing the District. The District may commence the appropriate legal action in the name of the District in any court of competent jurisdiction to seek the necessary court order to compel the debtor to pay the District any outstanding debt owed to the District, plus attorneys' fees as the prevailing party. The remedy prescribed by this section shall be cumulative, and the use of this particular civil action to collect an unpaid debt owed to the District shall not bar the use of any other civil, equitable or administrative remedies available to the District.

#### **5020.20**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this policy or as a result of any alleged breach of any provision of this policy, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof. NOTE: Since the District would not have granted licenses to place memorial benches in any District cemetery had it been exposed to damage claims from the record owner, in no event shall the record owner be entitled to recover damages against the District.