



Tulare Public Cemetery District

900 East Kern Avenue Tulare, Ca. 93274
Phone (559) 686-5544 Fax (559) 686-7484



BOARD AGENDA

Regular Board Meeting
March 24, 2022
1:00 P.M.

PRELIMINARIES:

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Moment of Silence in Memory of Those Who Have Passed
- 1.5 Public Comments (three (3) minutes per person)
- 1.6 Trustee Comments (three (3) minutes per person)

NOTICE TO THE PUBLIC PUBLIC COMMENT PERIOD

AT THIS TIME, MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM THAT IS NOT ON THE AGENDA THAT IS WITHIN THE JURISDICTION OF THE BOARD. Under state law, matters presented under this item cannot be discussed or acted upon by the board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for board consideration. Any person addressing the board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak

OPEN SESSION – AGENDA ITEMS: (All items are subject to discussion and possible action by the Board of Trustees.)

- 2.1 Approve Minutes of February 24, 2022 Regular Board Meeting
- 2.2 The Cemeterians report
- 2.3 District Manager's report
- 2.4 Audit Committee report
- 2.5 Approve January 2022 financial reports
- 2.6 Board training by counsel
- 2.7 New business
- 2.8 Board members use of DocuSign
- 2.9 Employees handbook-updated
- 2.10 Pre-Need of pre-payment contracts
- 2.11 Naming of cemeteries roads
- 2.12 Projection numbers for additional Kern plots
- 2.13 Fence quotes-updated
- 2.14 CAPC Monterey reports from attendees
- 2.15 Training, conferences, public appearance Board /Staff comments

ADJOURNMENT:

OPEN SESSION AGENDA ITEMS NOTICE TO THE PUBLIC

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00 AM – 5:00 PM AT THE ADMINISTRATION OFFICE OF THE DISTRICT LOCATED AT 900 E. KERN AVE., TULARE, CA 93274

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.

Rules of Decorum

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

Addressing the Cemetery Board

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

Trustee Conduct

- The Tulare Public Cemetery Trustees agree to disagree.
- The Tulare Public Cemetery Trustees when desiring to speak shall address the Chair and confine their remarks to the questions under debate.
- The Tulare Public Cemetery Trustees will use respectful language, will not shout nor use aggressive behavior when communicating ideas, beliefs or comments.
- The Tulare Public Cemetery Trustees will not allow personal attacks on staff, each other, or the public.
- The Tulare Public Cemetery Trustees will not condone issues brought before the board that warrant public review without allowing the staff to review the situation and/or permission to add to the board agenda. Issues that warrant review, discussion and/or consideration of the legislative body shall be presented at an open and public meeting in a courteous and professional manner.
- The Tulare Public Cemetery Trustees will not condone grandstanding.
- The Tulare Public Cemetery Trustees will not belabor issues that have either been resolved or tabled to ensure continued productive discussions and decisions.
- The Tulare Public Cemetery Trustees will be proactive in addressing disagreements with fellow members or staff by directly addressing concerns with that member through meaningful and respectful dialogue.



**Tulare Public Cemetery District
Regular Board Meeting Minutes
February 24, 2022**



CALL TO ORDER:

The Tulare Public Cemetery Regular Board Meeting was called to order at 1:05p.m., at 900 E. Kern Ave, Tulare, California by Chairperson Jim Pennington. Other trustees present were Vice Chairman Charlie Ramos, Secretary Steve Presant, Trustees Xavier Avila, Alberto Aguilar and District Manager Clara Bernardo.

RECONGNITION OF VISITORS:

One member of the public was attendance.

PUBLIC COMMENTS:

No public comments

TRUSTEE COMMENTS:

Four Trustees spoke

OPEN SESSION:

- 2.1 Avila moved to approve February 3, 2022 minutes as corrected. Vote (5-0)
- 2.2 Linda Maloy gave report on future Memorial Day Flag setup by The Cemeterian and summer Rose Garden Ossuary event
- 2.3
 - A) Bernardo reported on sprinklers repairs for the cemetery.
 - B) Bernardo went to a Kiwanis Meeting and spoke about the plots that will be available at the Kern Cemetery. Already getting a list of names of people to contact when the plots are available.
 - C) Trees and bushes are being better maintained.
 - D) Once a year possibly have a location to collect all remains in a double depth plot.
- 2.4 Presant reported on last Audit Committee meeting actions.
- 2.5 Avila moved to approve November 2021 and December 2021 financials Vote (4-1) Aguilar opposed.
- 2.6 County Counsel Aaron Zaheen gave Ethical Duties training. Discussion on Duty of accountability, Duty of care, Duty of loyalty, Duty of impartiality, and Duty to preserve public trust in government.
- 2.7 Chairperson Pennington wants to bring in someone from Auditor's Office to discuss possibly borrowing money from Tulare County as part of New Business
- 2.8 County Counsel Aaron Zaheen recommends separate emails account for each Trustee through Tulare Cemetery District.
- 2.9 Board discussion on information presented in the packet and decided to ask for a request for proposal (RFP) for new fencing on the south side of Kern Cemetery and the next board meeting. Pennington asked District Manager for information at the next board meeting.



Tulare Public Cemetery District
Regular Board Meeting Minutes
February 24, 2022



3.1 Item withdrawn

ADJOURNMENT TO CLOSE SESSION 3:27PM

OPEN SESSION FROM CLOSE SESSION AT 3:40PM

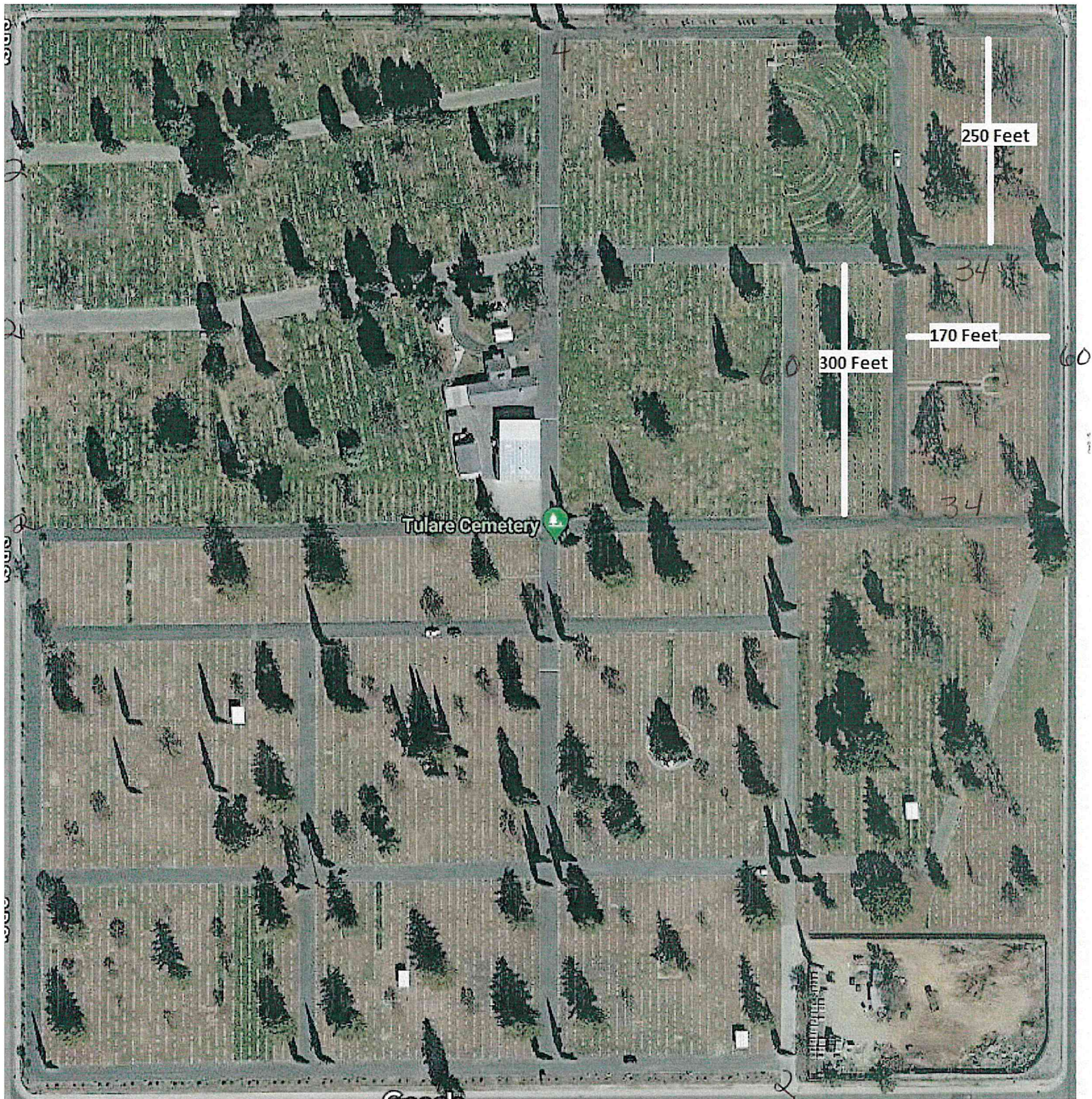
Nothing to report

Adjourned at 3:41pm

Respectfully Submitted,

Board Secretary

N



Tulare Cemetery

250 Feet

170 Feet

300 Feet

34

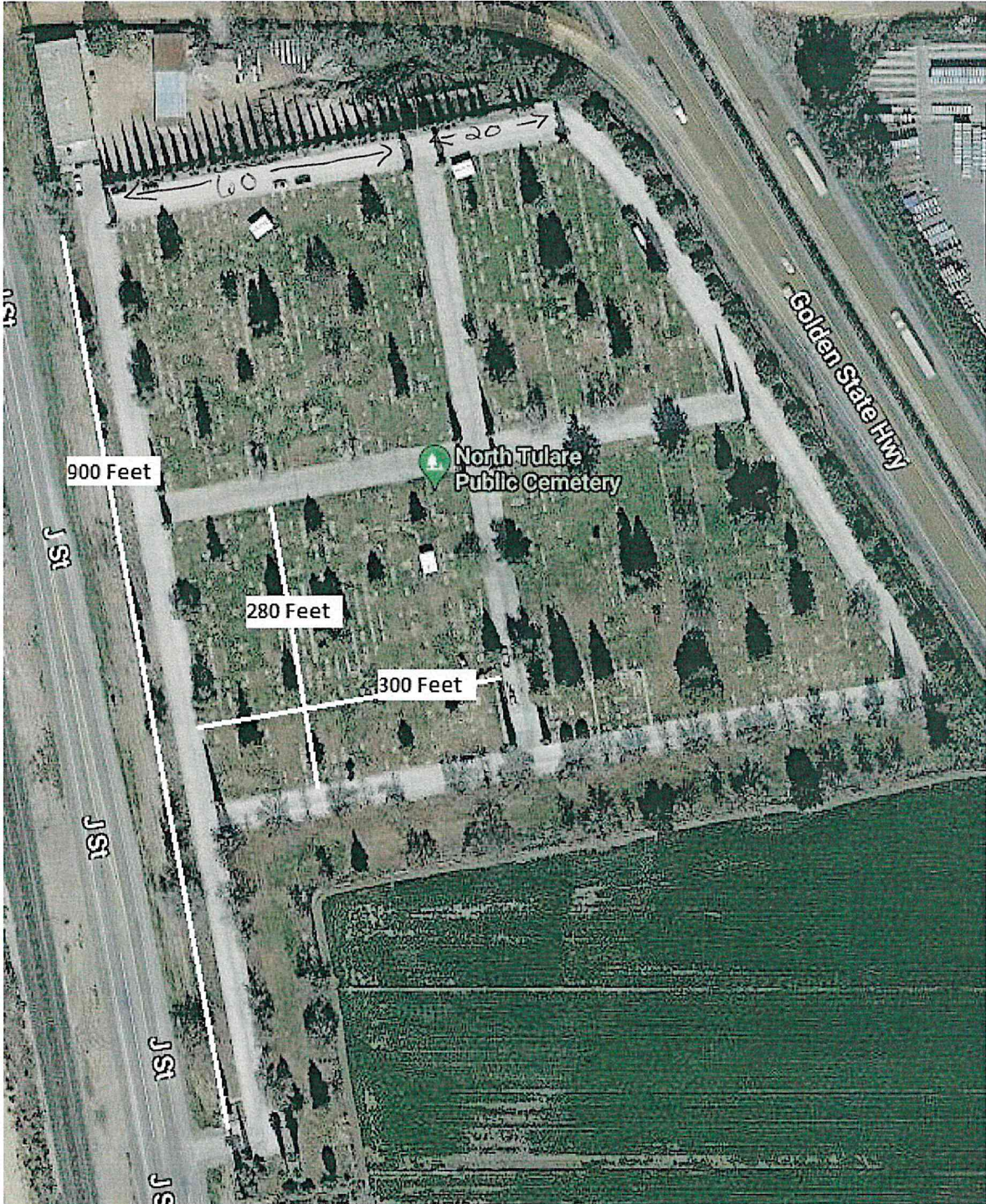
60

34

60

S

N



W

E

S

Kern

Front of walk to main flag pole:

$$300' \div 5' = 60 \text{ flags}$$

Back " " = 60 flags

Sides $170' \div 5' = 34 \text{ flags}$

" " = 34

188 flags

4 Flag @ main gate

(6) 2 flags @ ^{each} 3 west gates

2 flags @ south gate

12

188

12

200

North

North by Flag pole

$$300' \div 5 = 60 \text{ Flags}$$

$$\begin{array}{r} 20 \text{ Flags by bullpen} \\ \hline 80 \end{array}$$

IF we do:

$$900' \div 5' = 180 \text{ Flags}$$

$$900' \div 6' = 150 \text{ Flags}$$

$$900' \div 9' = 100 \text{ Flags}$$

$$900' \div 10' = 90 \text{ Flags}$$

4 @ Gate

60

20

4 in center

100

4 on outside corners

18

4 on inside corners

18
198 Flags

<https://www.docusign.com/>

Are Electronic Signatures Safe?

Yes, electronic signatures are safe, and in this post, we'll cover why an [e-signature](#) is more secure than a wet signature, how e-signatures work and the features that help keep them safe.

Why an e-signature is more secure than a wet signature

A common question people have is "Can my digital signature be forged, misused or copied?" The reality is, wet signatures can easily be forged and tampered with, while electronic signatures have many layers of security and authentication built into them, along with court-admissible proof of transaction.

Electronic record

Unlike wet signatures, e-signatures also come with an electronic record that serves as an audit trail and proof of the transaction. The audit trail includes the history of actions taken with the document, including the details of when it was opened, viewed and signed. Depending on the provider, and if the signer agreed to allow access to their location, the record will also show the geolocation where it was signed. If one of the signers disputes their signature, or if there's any question about the transaction, this audit trail is available to all participants in the transaction and can resolve such objections.

Certificates of completion

More detailed certificates of completion can include specific details about each signer on the document, including the consumer disclosure indicating the signer agreed to use e-signature, the signature image, key event timestamps and the signer's IP address and other identifying information.

Tamper-evident seal

Once the signing process is complete, all documents are digital sealed using Public Key Infrastructure (PKI), an industry-standard technology. This seal indicates the electronic signature is valid and that the document hasn't been tampered with or altered since the date of signing.

How electronic signatures work

The exact signing process varies depending on the e-signature provider that you use, but the underlying workflows of more robust solutions are similar.

Sending:

- Upload the document you need signed, such as a Word document or a PDF file
- Tag the sections that require initials, signatures, phone numbers, etc.
- Select the methods of signer authentication you want to use
- Send the file via the service to your designated recipient's email

Signing:

- Receive an email notification to review and sign a document
- Verify your identity before signing (if the sender selects that option)
- Read the disclosure documents and agree to use the electronic process
- Review the document and complete any necessary fields, including attaching any required documents
- Adopt the signature style you want to use (the first time you use a service)
- Sign the document

Once all recipients have signed a document, they're notified, and the document is stored electronically where it can be viewed and downloaded. All of this is done safely due to the built-in security features and the processes that e-signature providers follow.

Methods of verifying signer identity

E-signature technology offers multiple options for verifying a signer's identity before they can access the document and sign, including:

- **Email address:** signers enter their own email address, which is compared to the email address used in the invitation
- **Access code:** the sender supplies a one-time passcode that signers must enter
- **Phone call:** signers must call a phone number and enter their name and access code
- **SMS:** signers must enter a one-time passcode sent via SMS text message
- **Knowledge-based:** signers are asked questions about information, such as past addresses or vehicles owned
- **ID verification:** signers are verified using their [government-issued photo IDs](#) or European eID schemes

For situations where additional levels of signature validity are necessary, some providers offer two additional levels of e-signature that comply with the EU's eIDAS requirements:

- **Advanced:** Requires a higher level of security, identity verification and authentication to establish a link to the signatory; and includes a certificate-based digital ID (X.509 PKI) issued by a trusted service provider
- **Qualified:** An even more secure version of an advanced e-signature that utilizes a "secure signature creation device" and is deemed legally identical to a wet signature in the EU

The importance of a security-first approach to e-signatures

The level of e-signature security varies by provider, so it's important to choose an e-signature provider that has robust security and protection weaved into every area of their business. Those security measures should include:

- **Physical security:** protects the systems and buildings where the systems reside
- **Platform security:** safeguards the data and processes that are stored in the systems
- **Security certifications/processes:** help ensure the provider's employees and partners follow security and privacy best practices

Physical security

- Geo-dispersed data centers with active and redundant systems and physical and logically separated networks
- Commercial-grade firewalls and border routers to detect IP-based and denial-of-service attacks
- Malware protection
- Secure, near real-time data replication
- Around-the-clock onsite security
- Strict physical access control with monitored video surveillance

Platform security

- Data encryption in transit and at rest with TLS connections and AES 256-bit encryption
- Data access and transfer via HTTPS
- Use of Security Assertion Markup Language (SAML), giving users the latest capabilities for Web-based authentication and authorization
- PKI tamper-evident seal
- Certificate of completion
- Signature verification and unalterable capture of signing actions and completion status
- Multiple authentication options for signers

Security certifications/processes

- Compliance with applicable laws, regulations and industry standards, governing digital transactions and electronic signatures, including:
 - **ISO 27001:2013:** the highest level of global information security assurance available today
 - **SOC 1 Type 2 and SOC 2 Type 2:** both reports evaluate internal controls, policies and procedures, with the SOC 2 report focusing on those directly related to security, availability, processing integrity, confidentiality and privacy at a service organization

- **Payment Card Industry Data Security Standard (PCI DSS):** ensures safe and secure handling of credit card holder information
- **Cloud Security Alliance (CSA) Security Trust Assurance and Risk (STAR) program:** comprises key principles of transparency, rigorous auditing and harmonization of standards
- Ability to comply with specialized industry regulations, such as HIPAA, 21 CFR Part 11 and specified rules from the FTC, FDA, IRS and FINRA
- Security management processes and development practices, including business continuity and disaster recovery planning, employee training, secure coding practices, formal code reviews and regular code-base security audits

So, to answer the question, are electronic signatures safe? Yes, they are. For more information on the safety and security of DocuSign eSignature specifically, visit the [DocuSign Trust Center](#).

Are Electronic Signatures Legal?

Electronic signatures (e-signatures), which demonstrate an individual's consent to an agreement, aren't new. Their acceptance and use in many countries around the world have been widespread for years. Over a billion users worldwide are comfortable signing documents electronically. But, are electronic signatures legal?

The short answer is yes, electronic signatures are legal. But what this question is really getting at is whether an e-signature can create a binding and enforceable contract. And, again, the short answer is yes. Electronic signatures are widely recognized and accepted throughout the industrialized world, and they are also **more secure** than traditional paper-based signatures and thus less susceptible to forgery.

In this blog post, we'll cover what makes e-signatures legally binding, whether they're valid in the US, whether there are exceptions, what exactly is an e-signature and more.

What makes an electronic signature legally binding?

In 2000, the U.S. federal government passed the Electronic Signatures in Global and National Commerce Act (**ESIGN**), which in tandem with the Uniform Electronic Transactions Act (**UETA**) confirms that electronic signatures constitute legally binding documents if all parties choose to sign digitally.

E-signatures cover the full range of technologies and solutions to create signatures electronically, from simple images of a signature attached to an electronic document to PKI-based signatures. A variety of capture methods can be used, such as:

- Clicking "I Agree" on a website
- Signing with your finger on a mobile device
- Typing your name or PIN into an online form
- Using an e-signature solution like DocuSign eSignature

Are electronic signatures valid in all states?

Yes, electronic signatures are valid in all U.S. states and are granted the same legal status as handwritten signatures under state laws. In other industrialized countries, electronic signatures carry the same weight and legal efficiency as handwritten signatures and paper documents. Laws may differ, but you can learn more about legal requirements in your country from DocuSign's [eSignature Legality Guide](#).

An electronic signature, like those supported by [DocuSign eSignature](#), is typically all that is needed to create a legally enforceable document. For those instances where more authentication is required in the U.S. (e.g., certain transactions in regulated industries such as life sciences), tools like [DocuSign standards-based signatures](#), can be used to digitally sign a document. This also applies to regions like the European Union, where digital signatures are more common.

Are electronic signatures legally enforceable?

When e-signatures are combined with tamper sealing, strong authentication, world-class security and an audit trail, they provide stronger court admissible evidence than a simple wet signature or scanned image of a signature on a PDF.

Typically for wet signatures, validity and attribution are established by comparing copies of signatures and presenting testimony from handwriting experts or witnesses who were present at the signing. Not only is this expensive and time consuming, it's less reliable due to the human element. By removing the chance for human error and automating the entire data capturing process, audit trails make it easier to establish authenticity and address disputes over signatures both in state and federal courts.

Tyler Newby, Partner at Fenwick & West LLP does an excellent job outlining just how valuable audit trails are in authenticating e-signatures in court in his article, "[Using E-Signatures in Court—The Value of an Audit Trail.](#)"

For each document, DocuSign eSignature automatically generates and stores a complete, time-stamped history of every send, view, print, sign or decline action. The information on the signer, the signing event and the documents are maintained by the system in what we call a Certificate of Completion. The Certificate of Completion contains a summary about the signing event or envelope that includes:

- A specific Envelope ID
- The identity of the sender
- The identity of the signer(s) of the documents
- A graphic representation of their signatures
- The date and time stamp of when the document was sent, when it was viewed and when it was signed
- The IP address where each of the above actions took place

Certificate Of Completion

Envelope Id: 452C6E1E462F4F3D846BF28EFD14AE35

Status: Completed

Subject: Please DocuSign: Tally Insurance Application

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ben Wilkins

AutoNav: Enabled

100 Main Street

EnvelopeId Stamping: Disabled

Nashville, TN 12345

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

benwilkins2021@gmail.com

IP Address: 12.148.184.130

Record Tracking

Status: Original

Holder: Ben Wilkins

Location: DocuSign

1/15/2021 5:53:55 PM

benwilkins2021@gmail.com

Signer Events

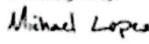
Signature

Timestamp

Michael Lopez

mikelopez8675309@gmail.com

Security Level: Email, Account Authentication
(None), Access Code

DocuSigned by:

115E1DB0641A1DA..

Sent: 1/15/2021 5:54:06 PM

Viewed: 1/15/2021 5:54:28 PM

Signed: 1/15/2021 5:54:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 12.148.184.130

Electronic Record and Signature Disclosure:

Accepted: 1/15/2021 5:46:57 PM

ID: 540ab20d-2ded-4e4e-bcce-9e706393c6b7

The Certificates of Completion are available to all parties to any agreement and DocuSign maintains electronic copies of the Certificate of Completion in its secure data centers.

Pre-Need Pre-payment Contracts

Family will get vouchers/booklet so they have the responsibility to make monthly payment by a certain date. If a payment is missed we will send out a friendly reminder. If after 3 missed payments it will go to board if we should cancel contract or allow more time based on how much they have already paid on contract. If we cancel contract family is refunded everything except the administration fee, endowment fee and service fee.

CONTRACT PRICING FOR PRE-NEED - PRE-PAYMENT

Pricing Includes: Grave, Open/Close, Concrete Vault, Sales Tax for Vault, Administration Fee, Endowment Care, Installation fee for Vault. (Excludes Concrete Base)

Kern Flat Stone Single

1 year contract \$8797.25 x 1.5% Service Fee= \$131.96

Contract for \$8929.21 x 15% Down = \$1339.38

Remainder for Contract = \$7589.83 / 12 = \$632.49 per month

2 year contract \$8797.25 x 2.5% Service Fee = \$219.93

Contract for \$9017.18 x 15% Down = \$1352.58

Remainder for Contract = \$7664.60 / 24 = \$319.36 per month

3 year contract \$8797.25 x 3.5% Service Fee = \$307.90

Contract for \$9105.15 x 15% Down = \$1365.77

Remainder for Contract = \$7739.38 / 36 = \$214.98 per month

Kern Tall Stone Single

1 year contract \$10997.25 x 1.5% Service Fee= \$164.96

Contract for \$11162.21 x 15% Down = \$1674.33

Remainder for Contract = \$9487.88 / 12 = \$790.66 per month

2 year contract \$10997.25 x 2.5% Service Fee = \$274.93

Contract for \$11272.18 x 15% Down = \$1690.83

Remainder for Contract = \$9581.35 / 24 = \$399.22 per month

3 year contract \$10997.25 x 3.5% Service Fee = \$384.90

Contract for \$11382.15 x 15% Down = \$1707.32

Remainder for Contract = \$9674.83 / 36 = \$268.75 per month

Kern Flat Stone Single

Pricing Includes: Grave, Administration Fee, Endowment Care

1 year contract \$6693.00 x 1.5% Service Fee= \$100.40

Contract for \$6793.40 x 15% Down = \$1019.01

Remainder for Contract = \$5774.39 / 12 = \$481.20 per month

2 year contract \$6693.00 x 2.5% Service Fee = \$167.33

Contract for \$6860.33 x 15% Down = \$1029.05

Remainder for Contract = \$5831.28 / 24 = \$242.97 per month

3 year contract \$6693.00 x 3.5% Service Fee = \$234.26

Contract for \$6927.26 x 15% Down = \$1039.09

Remainder for Contract = \$5888.17 / 36 = \$163.56 per month

Kern Tall Stone Single

1 year contract \$8193.00 x 1.5% Service Fee= \$122.90

Contract for \$8315.90 x 15% Down = \$1247.38

Remainder for Contract = \$7068.51 / 12 = \$589.04 per month

2 year contract \$8193.00 x 2.5% Service Fee = \$204.83

Contract for \$8397.83 x 15% Down = \$1259.67

Remainder for Contract = \$7138.15 / 24 = \$297.42 per month

3 year contract \$8193.00 x 3.5% Service Fee = \$286.76

Contract for \$8479.86 x 15% Down = \$1271.96

Remainder for Contract = \$7207.80 / 36 = \$200.22 per month

North Flat Stone Single

Pricing Includes: Grave, Open/Close, Concrete Vault, Sales Tax for Vault, Administration Fee, Endowment Care, Installation fee for Vault. (Excludes Concrete Base)

1 year contract \$3797.25 x 1.5% Service Fee= \$56.96

Contract for \$3854.21 x 15% Down = \$578.13

Remainder for Contract = \$3276.08 / 12 = \$273.01 per month

2 year contract \$3797.25 x 2.5% Service Fee = \$94.93

Contract for \$3892.18 x 15% Down = \$583.83

Remainder for Contract = \$3308.35 / 24 = \$137.85 per month

3 year contract \$3797.25 x 3.5% Service Fee = \$132.90

Contract for \$3930.15 x 15% Down = \$589.52

Remainder for Contract = \$3340.63 / 36 = \$92.80 per month

North Tall Stone Single

1 year contract \$5297.25 x 1.5% Service Fee= \$79.46

Contract for \$5376.71 x 15% Down = \$806.51

Remainder for Contract = \$4570.20 / 12 = \$380.85 per month

2 year contract \$5297.25 x 2.5% Service Fee = \$132.43

Contract for \$5429.68 x 15% Down = \$814.45

Remainder for Contract = \$4615.23 / 24 = \$192.30 per month

3 year contract \$5297.25 x 3.5% Service Fee = \$185.40

Contract for \$5482.65 x 15% Down = \$822.40

Remainder for Contract = \$4660.26 / 36 = \$129.45 per month

North Flat Stone Single

Pricing Includes: Grave, Administration Fee, Endowment Care

1 year contract \$1693.00 x 1.5% Service Fee= \$25.40

Contract for \$1718.40 x 15% Down = \$257.76

Remainder for Contract = \$1460.64 / 12 = \$121.72 per month

2 year contract \$1693.00 x 2.5% Service Fee = \$42.33

Contract for \$1735.33 x 15% Down = \$260.30

Remainder for Contract = \$1475.03 / 24 = \$61.46 per month

3 year contract \$1693.00 x 3.5% Service Fee = \$59.26

Contract for \$1752.26 x 15% Down = \$262.84

Remainder for Contract = \$1489.42 / 36 = \$41.37 per month

North Tall Stone Single

1 year contract \$3193.00 x 1.5% Service Fee= \$47.90

Contract for \$3240.90 x 15% Down = \$486.13

Remainder for Contract = \$2754.76 / 12 = \$229.56 per month

2 year contract \$3193.00 x 2.5% Service Fee = \$79.83

Contract for \$3272.83 x 15% Down = \$490.92

Remainder for Contract = \$2781.90 / 24 = \$115.91 per month

3 year contract \$3193.00 x 3.5% Service Fee = \$111.76

Contract for \$3304.76 x 15% Down = \$495.71

Remainder for Contract = \$2809.04 / 36 = \$78.03 per month

**AGREEMENT TO PURCHASE
BURIAL RIGHTS, ENDOWMENT CARE,
MERCHANDISE AND SERVICES**

SAMPLE

Contract NO.

THIS CONTRACT is executed in triplicate this _____ day of _____, 20____, by and between MADERA CEMETERY DISTRICT, a political Subdivision of the State of California, doing business in the County of Madera, State of California, hereinafter called "SELLER", and

residing at _____, hereinafter called "BUYER"

SELLER agrees to sell, and BUYER (jointly and severally, if more than one) hereby agrees to buy, subject to the terms and conditions hereinafter set forth; the following described burial rights, endowment care, merchandise and services, to wit:

BLOCK _____, ROW _____, LOT _____, PLOT(S) _____,
CRYPT(S) _____, NICHE(S) _____
in _____ Cemetery

Cash Price for Burial - Plot, Crypt or Niche	\$	
Cash Price for Endowment Care (non-refundable)	\$	
Cash Prices for Garden Crypt, Vault; Companion Vault, Urn. including sales tax.	\$	
Cash Price for Handling Charge	\$	
Cash Price for Marker Deposit	\$	
Cash Price for At-Need Opening and Closing	\$	
Cash Price for Non-Resident Fee	\$	
(1) TOTAL CASH PRICE		\$

Less Down Payment:

(2) Cash Down Payment	\$	
(3) TOTAL DOWN PAYMENT		\$
(4) UNPAID BALANCE CASH PRICE (Subtract Item 3 from Item 1)		\$
(5) SERVICE CHARGE (non-refundable)		\$
(6) TOTAL UNPAID BALANCE (Add Item 4 and Item 5)		\$
(7) DEFERRED PAYMENT PRICE (Add Item 1 and Item 5)		\$

(8) TOTAL OF PAYMENTS shall be paid by Buyer in _____ monthly installments of \$ _____ each on the

day of each and every month beginning _____, 20____, and continuing thereafter until said contract balance, together with such others sums as are herein provided are fully paid. The service charge applies from _____, 20____.

All installments and amounts payable hereunder are payable at the office of the Seller. If any installment is in default for a period of not less than ten days, Buyer agrees to pay a delinquency charge on each of said delinquent installment in an amount of 5% of such installment or \$5.00, whichever is less, provided, however, that a minimum charge of \$2.00 shall be made for any such delinquency. Reasonable attorney's fees and costs shall be awarded by the court to the prevailing party in any such action on this contract. However, should the Buyer be ill, disabled, or unemployed through layoff, strike, or any similar cause beyond his control, the Seller agrees to suspend payments during the period of illness, disability, or unemployment, provided that such period shall not exceed one year, and provided, further, that the Buyer notify the Seller promptly of such illness, disability, or unemployment, and on giving such notice, and not less than monthly thereafter, supply the Seller which satisfactory proof of the continuance of such illness, disability, or unemployment.

BUYER AND SELLER further agree as follows:

1. Certificate of Burial Rights to said property shall not pass to Buyer until the, contract and other sums due hereunder are fully paid in cash. No interment in said property will be allowed until the contract balance and other sums due hereunder are fully paid in cash and the at need fees are paid in cash. Contracts in default for more than 6 months will be cancelled and all payments shall be forfeited upon action by District Board of Trustees.
2. The purchaser agrees that said spaces are purchased for use and not for speculation or investment.
3. The conveyance for said interment spaces shall be subject to all rules and regulations now existing and which may be hereafter adopted for the operations, care, and control of the Madera Cemetery District.
4. Buyer shall have the right any time unless in default hereunder to assign his interest in this agreement, provided such assignment is first recorded on the books of the Seller, and Seller agrees to furnish, on request, approved transfer forms. Buyer will be required to pay transfer fee.
5. No warranties, express or implied, representations, promises, or statements have been made by Seller unless endorsed hereon in writing. This agreement contains all the covenants and promises between the parties, and no agent or representative of either party has authority to modify, add to, or change any of the terms and conditions herein set forth, nor the terms or conditions of the receipt of payment.
6. This agreement shall become effective when signed by an authorized official of the Seller and thereafter it shall apply to and bind

Repeat
From
Previous
page

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- 6. This agreement shall become effective when signed by an authorized official of the Seller and thereafter it shall apply to and bind and insure to the benefit of the Seller and the heirs, administrators, executors, and assigns of the Buyer, and whenever the Buyer is mentioned herein, it shall include the heirs and assigns of the buyer as if they were specifically set out.
- 7. NOTICE TO BUYER: (1) Do not sign this agreement before you read it, or if it contains any blank space. (2) You are entitled to a completely filed in copy of this agreement. BUYER DOES HEREBY ACKNOWLEDGE FULL DISCLOSURE OF THE CONTENTS OF THIS AGREEMENT AND RECEIPT OF A FULLY COMPLETED AND EXECUTED COPY THEREOF.
- 8. You, the purchaser, may cancel this transaction prior to midnight on the fifth calendar day after the date of this transaction, provided to interment or substantial service or merchandise has been provided hereunder. To cancel, deliver or mail written notice to your intent to MADERA CEMETERY DISTRICT, P.O. Box 477, Madera, CA 93639.

Seller: _____ BUYER _____

BUYER _____

Address: _____

City / St. / Zip: _____

Phone: _____

MADERA CEMETERY DISTRICT
 P.O. Box 477
 Madera, CA 93639

District Office:
 Arbor Vitae Cemetery
 1301 Roberts
 Madera, California
 (559) 674-8826
 FAX (559) 674-3237

Sample



Naming of Kern Cemetery Roads

Family can Bid for Road to be named after Family Member etc.

(Name must be approved by Board before making it official)

Street: Usually runs East to West and are usually in a city.

Avenue: Usually runs North to South, sometimes has a median.

Drive: Not quite a driveway, but usually is a private, winding road that connects several residences

Way: Simply a small and thin out-of-the-way road.

13 Roads (excludes Main Drive)

Can set \$ amount at exactly \$5000 (as we do the benches at \$2500)

Total \$65,000

Or Auction and set reserve bid at \$5000 and it could possibly bring more.

This can be done in a few ways –

- Advertise and see who is interested in purchasing**
- Dinner Fundraiser Event at the Cemetery to Auction for Naming of Roads**
- Advertise a Day that the Auction will take place**

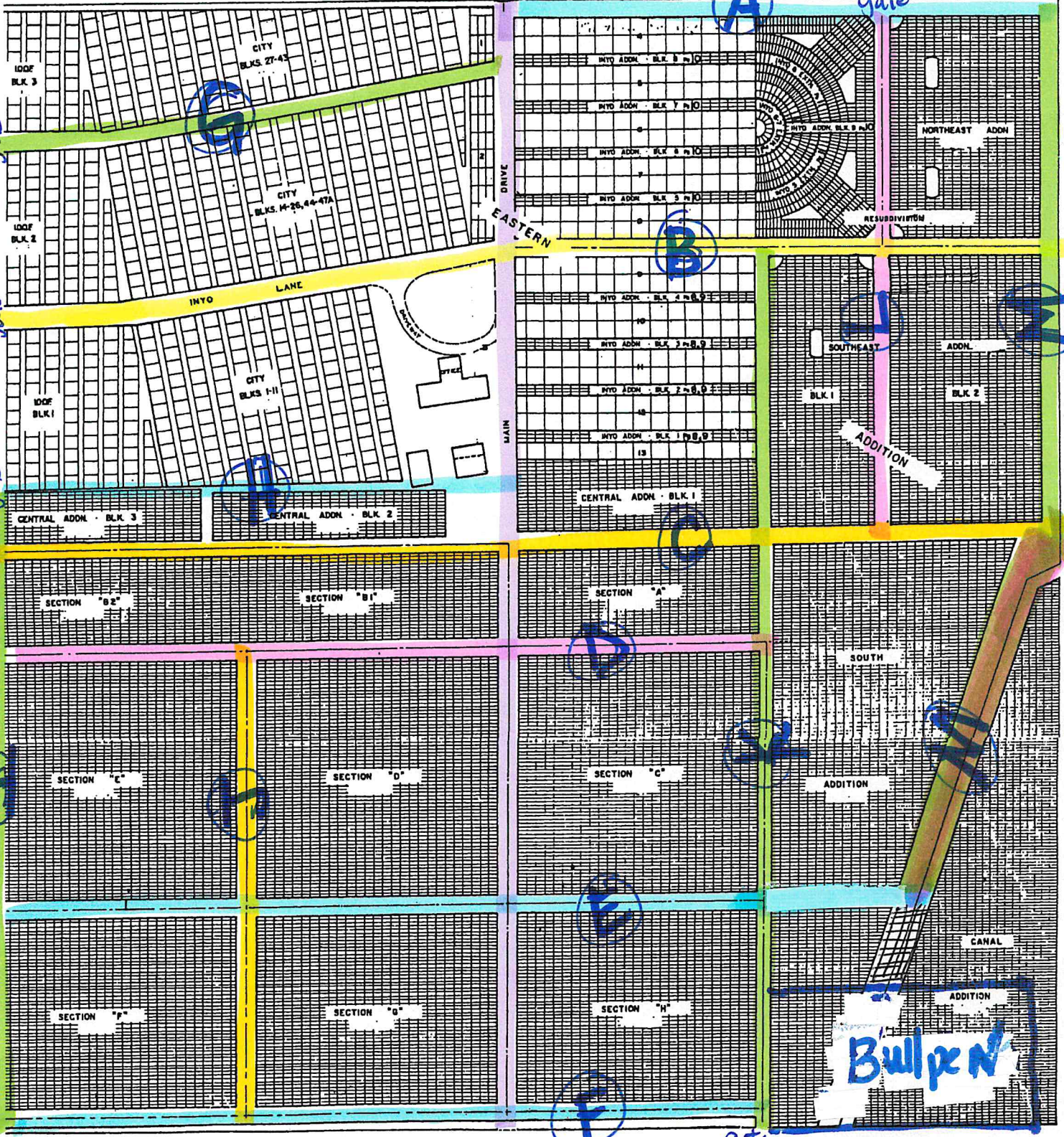
KERN Cemetery

900E. Kern
Tulare, CA

KERN STREET

Main Drive

MAIN GATE



SONORA STREET

THE TULARE PUBLIC CEMETERY DISTRICT



Google View of Kern

