

RULES AND REGULATIONS

TERMS & CONDITIONS  
OF AGREEMENT OF SALE

THE SANCTUARY

and

THE COMMUNITY MAUSOLEUM

MOUNT LEBANON CEMETERY  
7800 MYRTLE AVENUE  
GLENDALE, NY 11385  
(718) 821-0200

## DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined unless a contrary intention appears from the context of any particular Rule and Regulation.

- (a) **“Association”** or **“Cemetery Association”** shall mean Lebanon Cemetery Association of Queens, Inc., a cemetery association incorporated under the Laws of the State of New York.
- (b) **“Cemetery”** shall mean Mount Lebanon Cemetery, situated in Glendale, County of Queens, City and State of New York, including all lands, buildings, structures and improvements thereon, and other properties belonging to the Association.
- (c) **“Management”** shall mean the person or persons who are responsible for the operation, maintenance and control of the Cemetery, and who are regularly engaged in the administration and management of its affairs.
- (d) **“Crypt”** shall mean a space used or intended to be used above the surface of the ground, in a mausoleum, for entombment or inurnment purposes.
- (e) **“Niche”** shall mean a space used or intended to be used for inurnment purposes only.
- (f) **“Memorialization”** shall include any inscription on a crypt or niche facing.
- (g) **“Entombment”** shall mean the placement of the remains of a human being in a crypt.
- (h) **“Inurnment”** shall mean the placement of the ashes of a human being in a crypt or niche.
- (i) **“Burial Container”** shall mean casket or coffin for entombment or urn or other receptacle for inurnment. Entombment requires the use of a burial container.

## GENERAL RULES AND REGULATIONS

1. All crypts and niches in the Cemetery shall be owned and held subject to the Laws of the State of New York and the Rules and Regulations of the Association now in force or hereafter adopted.
2. The Cemetery grounds will be open for visitation on weekdays and Sundays from 9 A.M. to 5 P.M. The Cemetery and the Cemetery office shall be closed on Saturdays, and certain Jewish and Legal Holidays. No entombment shall be scheduled so as to take place before 9:00 A.M., between 12:00 Noon and 1:00 P.M., or after 3:00 P.M. Interments shall be limited to the remains of persons who at the time of their death were of the Jewish faith.
3. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Management and the employees of the Association may take such measures as the circumstances warrant in order to assure strict observance of this basic principle. In addition, the following must be adhered to:
  - (a) Persons with foodstuffs, liquor or any other form of refreshments will not be permitted on the Cemetery grounds and those having baskets and like articles must, during their stay on the grounds, leave the same at the Administration Office.
  - (b) Rapid driving or driving upon paths or borders is strictly forbidden. Drivers may not turn around or back up in the roadways, except in places provided for such purpose.
  - (c) Soliciting work in the Cemetery by gardeners, monument firms, outside contractors, or any other person is prohibited. The Association may remove and destroy any advertising without notice and without liability.
  - (d) All work and other activity must cease during the conducting of funeral services in the vicinity.
  - (e) Visitors must not throw or scatter papers or other material on the Cemetery grounds.
  - (f) The taking of photographs on the Cemetery grounds will not be allowed without authorization from Cemetery management.
  - (g) Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.

- (h) Animals may not be brought into the Cemetery, except “seeing-eye” dogs.
  - (i) Smoking is not permitted within the building, courtyard or closed or semi-closed areas.
  - (j) Open flames, flowers, or ornamentations are not permitted and will be removed and disposed of without notice or liability to the Cemetery Association.
  - (k) Affixing of any material of any nature to crypt or niche fronts is prohibited. Any material in violation of this rule will be removed and discarded by the Association.
4. All persons within the Cemetery grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which they are visiting, and the Cemetery Association shall not be liable for any injuries sustained by any persons violating this rule.
  5. The Association shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. Persons entering the Cemetery grounds are mere licensees and assume all risks.
  6. The Association shall not be liable for damage to or destruction of any crypt or niche facing or to the contents of a crypt or niche from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction, the Association within thirty (30) days of the discovery of this condition may, at its own cost and expense, repair the damage or defacing, or if it determines not to do so, the Association shall within such thirty (30) day period, notify the owner, his or her distributee or the person filing an affidavit with the Association pursuant to the provisions of Section 1512 (e) of the N-PCL of such condition at the last address of such owner, distributee or person appearing on the books and records of the corporation. The notice shall be sent by first class mail and a certificate of mailing shall be obtained. Nothing herein contained shall be construed as establishing any right of damages, not otherwise provided by law, rule or contract in any person against the Association for failure to repair any condition described or to give notice thereof as provided for herein.
  7. All labor and equipment for entombments and inurnments shall be performed solely by the Association, at the expense of the crypt or niche owner, who shall pay the same in advance.

8. The Association reserves for the benefit of those lawfully entitled thereto, a perpetual right of ingress and egress over any and all lots, graves and crypts, in the Cemetery for the purpose of passage and repassage to and from other lots, graves or crypts and other parts of the Cemetery.
9. All charges of the Association must be prepaid. No entombment or disentombment and/or inurnment or disinurnment will be permitted and no memorial or embellishment placed upon any crypt or niche against which there is any charge of the Association due and unpaid. All charges for work shall be posted in the office of the Association and shall be final. The Association shall have the right to change its charges from time to time in accordance with the Laws of the State of New York.
10. Violations of the Rules and Regulations of the Association or trespassers on the Cemetery grounds may be ejected therefrom and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations may be excluded from the Cemetery

## **OWNERSHIP**

11. No person will be recognized as the owner or co-owner of any crypt or niche or any part thereof unless his or her name is validly recorded on the records of the Association. Following the death of such owner, or the purchaser under an agreement of purchase thereof, no entombment or inurnment or use of crypts or niches or remaining crypts or niches, may be made until an affidavit of heirship is filed in the office of the Cemetery Association and proper filing fee paid. Specimen forms of such affidavit may be obtained at the Cemetery office.
12. The Association shall be entitled to rely and act upon the truth of the statements contained in any affidavit, permit, authorization, deed assignment, reservations of entombment or inurnment space, and any and all other instruments affecting the ownership, possession, care, control and maintenance of any crypt or niche, or part thereof.
13. At any time when there is more than one owner of a crypt or niche, all of the co- owners shall file with the Association a designation of a person or persons who shall represent the owners, and as long as they shall fail to so designate, the management of the Association may recognize any one of the co-owners.
14. The Association shall be entitled to collect such fee as it may regularly charge for the filing and recording of any instrument pertaining to a crypt or niche, and shall have the right to refuse to accept any such instrument for recording until such charge has been paid.

15. The owner of any crypt or niche shall not permit entombments or inurnments to be made therein for remuneration.
16. The Association reserves the right to correct any error that it may make in the locating and placing of crypt or niche fronts or in a contract or certificate pertaining to the sale or conveyance of entombment or inurnment space. In the event of any error made in the contract or Certificate of Ownership, the Association may correct the same, or at its discretion substitute another crypt or niche of equal value and similar location, or cancel the same and refund any monies previously paid.
17. Before any entombments or inurnments shall have been made in any crypt or niche or if all of the bodies therein have been lawfully removed, the owner may transfer and convey the same only after having first offered it in writing to the Association. The Association shall have thirty (30) days after the receipt of such written offer to accept or refuse the same, and in the event it shall have refused such offer, the transfer and conveyance may be made by the owner within two (2) years of the date of the refusal to purchase by the Association, subject to the provisions of Rule and Regulation #18.
18. No transfer of any crypt or niche, or part thereof, or any interest therein, shall be made without the prior written consent of the Association, and if consented to, the instrument of conveyance must be filed in the office of the Association and proper fee paid for the recording thereof.
19. All transfers or assignments of any crypt or niche or any part thereof shall be made in accordance with the Rules and Regulations of the Association as herein stated or as may hereafter be amended and also in accordance with the Laws of the State of New York

## **INTERMENTS**

20. No entombment or inurnment shall take place without an authorization, order or permit signed by the person or persons authorized by law and/or by the crypt or niche owner or owners. The same shall designate the location of the crypt or niche to be used and shall be filed in the office of the Association. The Association shall be entitled to rely on the accuracy of the information set forth in such permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be entombed or inurned.
21. Orders for entombment or inurnment may, at the option of the Association, be received by telephone, but if so received, such orders must be confirmed in writing prior to the time of actual entombment or inurnment. The Association shall not be responsible for any error that may be made in accepting a telephoned entombment or inurnment order.

22. Orders for entombment or inurnment must be received three (3) hours prior to the time of the entombment or inurnment, and the following information furnished: (a) name and age of the deceased; (b) crypt or niche number; (c) name of owner of entombment or inurnment space; (d) name of funeral home; (e) exact size of burial container; (f) date of entombment or inurnment and time of arrival at Cemetery; (g) name and address of the next of kin. A Certificate of Cremation must be provided prior to inurnment. The Association reserves the right to require and provide a tray and protective wrap material for the burial container prior to entombment.
23. All funerals upon reaching the Cemetery shall be under the supervision of the Management. The Association shall have the right to refuse to proceed with the entombment unless the funeral is accompanied by a duly licensed funeral director. Before the entombment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorization. Inurnment does not require the presence of a funeral director.
24. The Association shall not be liable for any delay in entombment or inurnment where its Rules and Regulations have not been complied with, or where a protest has been made, or where circumstances are beyond the Cemetery's control.

## **DISINTERMENTS**

25. No disentombment or disinurnment will be permitted without the consent of the Association and the written consent of the owner of the crypt or niche, and of all the persons whose consent may be necessary or advisable under the Laws of the State of New York. The Association may, in its sole and absolute discretion, require that in addition to such consents an order of the Court also be obtained.
26. All disentombments or disinurnments must be made by the Association, and all charges in connection therewith, including unpaid arrears pertaining to the crypt or niche, if any, shall be payable in advance before a disentombment or disinurnment shall be permitted.
27. The date and time of a disentombment or disinurnment shall be set solely by the Association.

## **MEMORIALIZATION**

28. A permit signed by the crypt or niche owner and/or the lawfully recognized heirs and representatives of the decedent is required. The Cemetery shall have the right to contract for all memorializations. All inscriptions shall be subject to Cemetery approval.

## **AMENDMENT AND WAIVER OF RULES AND REGULATIONS**

29. The Rules and Regulations of the Association may at any time be revised, amended, modified, supplemented or repealed, in whole or in part. Management or the Board of Directors of the Association shall have the right to waive all or any part of its Rules and Regulations in specific instances without affecting their validity or enforceability in other or future instances. The interpretation of these Rules and Regulations shall be final and not subject to dispute.

The Rules and Regulations contained herein have been adopted by the Board of Directors of the Lebanon Cemetery Association of Queens, Inc. and approved by the Cemetery Board of the State of New York on August 31, 1981; revised and amended July 9, 1992, December 1, 2003.



## Terms and Conditions

1. Upon payment in full of the purchase price and any interest due thereon, the Seller shall issue and deliver a Certificate of Ownership to Purchaser evidencing the right of entombment or inurnment contracted for under this Agreement.
2. Unless otherwise specified the purchase price payable under the Agreement does not include charges for entombment or inurnment. All entombments and inurnments shall be made by Mount Lebanon Cemetery at the then prevailing rate as approved by NYS Division of Cemeteries. All memorializations shall be done by the Cemetery and the price of the memorialization is included in the total price of this Agreement.
3. Any crypt or niche purchased hereunder shall be held and used by Purchaser subject to the Rules and Regulations of Mount Lebanon Cemetery as they now exist or as they may from time to time hereafter be changed or amended by the Board of Directors. The size, type and style to be inscribed upon crypts and niches shall be in accordance with the Rules and Regulations of Mount Lebanon Cemetery.
4. The prior approval of Mount Lebanon Cemetery must be obtained as to type, size and kind of urn to be placed in any niche, and furthermore, no urn may be placed in any niche without prior approval of Mount Lebanon Cemetery.
5. The purchase price payable hereunder includes maintenance and preservation and the administration of The Sanctuary / Community Mausoleum at Mount Lebanon Cemetery, and there shall be no future charges or assessments therefor.
6. If at any time Purchaser desires to exchange the space purchased hereunder for other available space in The Sanctuary / Community Mausoleum at Mount Lebanon Cemetery of equal or greater value, all payments of the purchase price (principal only) previously made under this Agreement shall be applied against such new purchase.
7. Mount Lebanon Cemetery shall retain title to and a security interest in the entombment or inurnment space contracted for hereunder, until the entire purchase price has been paid. In the event Purchaser fails to pay one or more of the installments of the purchase price when due, and should such default continue for a period of thirty (30) days after notice in writing addressed to Purchaser at the above address and forwarded by regular or certified mail, all rights and interests of Purchaser under this Agreement, and in and to the aforesaid crypt(s) or niche(s) shall thereupon cease and terminate, and all payments therefore made hereunder shall be retained by Seller as liquidated damages and not as a penalty.

8. A waiver in any one instance of any of the terms or provisions hereof shall apply solely to the particular instance at the particular time only and shall not be deemed a continuing waiver of any of the other terms or provisions thereof.
9. This Agreement is complete and supersedes and includes all other agreements, warranties, representations and statements verbal or written. Salesmen have no authorization to waive, change or add to any of the terms or conditions covered by or printed in this Agreement.
10. The provisions of the Agreement shall survive the delivery of the Certificate of Ownership.
11. This Agreement may be assigned by Seller. No assignment or transfer by Purchaser of this Agreement or of the entombment or inurnment rights purchased hereunder shall be valid without the prior written approval of Mount Lebanon Cemetery, which approval shall not be unreasonably withheld. All transfers shall be subject to the Rules and Regulations of the Cemetery and the Laws of the State of New York.
12. The term entombment is the same as opening and closing.
13. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.