

## **GRANITE MEMORIAL** **AUTHORIZATION TO INSCRIBE**

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In consideration of the Catholic Cemeteries Association of the Diocese of Cleveland (hereinafter "CCA") granting to the provider of memorial inscription services, authorization to enter any CCA cemetery for the purpose of inscribing granite memorials (hereinafter "Memorial") as defined in the Rules and Regulations of the Catholic Cemeteries Association Diocese of Cleveland (hereinafter "Rules and Regulations") which services are purchased for the purpose of adding information to an existing memorial that has previously been placed on a specifically identified Right of Interment located at a specified CCA cemetery, the undersigned \_\_\_\_\_ (hereinafter "Inscriber") agrees to comply with the terms and conditions of this Granite Memorial Delivery and Installation Agreement (hereinafter "Agreement").

In consideration of the right to enter the Cemetery, the Inscriber agrees to the following:

1. Inscriber acknowledges that this Agreement serves as a revocable license to enter any CCA cemetery and perform any and all work necessary for the Inscriber to add a CCA approved inscription to a memorial placed on a grave in a CCA cemetery.
2. Inscriber acknowledges that the inscription has been authorized by the Owner of the Right of Interment or the Owner's duly authorized representative.
3. Inscriber will perform all inscription work during regular business hours and proceed to the main office of that cemetery to provide notice of the work to be performed and the location of the work and obtain authorization to complete the work. Subject to providing the CCA with a completed and approved application, the CCA will provide Inscriber with authorization to proceed to the location where the inscription work is to be performed in order to complete the inscription work.
4. Inscriber will provide the cemetery twenty-four hours (24) advance notice of the work to be performed allowing the cemetery to prepare any documentation required to complete the inscription work. No inscription work will be permitted if the work not scheduled in advance.
5. Inscriber will be subject to removal from any CCA cemetery and may be subject to the revocation or suspension of the license to enter any CCA cemetery for the purpose of performing inscription work for failure to comply with the terms of this License and Authorization and including but limited to Inscriber's failure to submit an inscription application to the CCA for approval, failure to obtain proper authorization to commence the inscription work, failure to provide sufficient notice of work to be performed and/or performing inscription services outside of posted business hours.
6. Inscriber will provide the cemetery office with confirmation of the completed inscription work and will notify the family of the completed work.
7. Inscriber is solely responsible for any damage to the Memorial and/or any errors in spelling, dates or emblems.
8. Inscriber will comply with the Rules and Regulations of the CCA with regard to the inscription to be completed on he Memorial.
9. The Inscriber shall comply with the terms and conditions of the duly signed Inscription Application form, the terms of which are incorporated herein by reference and which form may be modified from time to time in the CCA's sole discretion without prior notice to Inscriber.
10. Inscriber agrees that all inscription work will be performed during the Cemetery's regular working hours or at such times as may be approved in advance by the Cemetery superintendent. CCA management may deny permission to perform any inscription if it is determined that the work will

cause damage to Cemetery property or the personal property of others.

11. With the exception of contracted services provided by the CCA to the Inscriber, CCA personnel are prohibited from providing any assistance or equipment to Inscriber
12. Inscriber is solely responsible for compliance with and will ensure that any work performed at a CCA cemetery will be performed in accordance with all Federal, state and local laws, ordinances, regulations, codes and standards, all applicable industry standards and requirements.
13. Inscriber warrants that the inscription work will be performed by employees or agents of the Inscriber having proper training and sufficient experience in performing such work. Inscriber's employees or agents will be properly uniformed with Inscriber's name visibly displayed.
14. No Inscriber shall be permitted to enter onto a Cemetery for the purpose of performing inscription work unless the following insurance coverage is in effect and on file with the CCA.

Inscriber shall maintain insurance acceptable to the CCA for protection against claims for personal injury, including death, and damage to property, resulting from Inscriber's operations on Cemetery property. Inscriber shall fully insure its employees, agents, laborers and subcontractors and anyone directly or indirectly employed in connection with the inscription work and the equipment used in connection with such work, i.e. compressors sandblasters. The policy must contain the following coverage forms, limits and policy endorsements:

- a. Commercial General Liability with a combined single limit of liability insuring both bodily injury, including death and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00. The insurance shall provide coverage for the Inscriber's operation on the Cemetery site. The insurance shall be obtained from a carrier rated at least "A" by A.M. Best Company and properly licensed in the State of Ohio. The Certificate of Insurance and Endorsement to the policy shall:
    - i. Name the CCA as additional insured;
    - ii. Provide that the insurance is primary payer insurance and not contributory to any other insurance available to the additional insured;
    - iii. Provide that the CCA shall be given thirty (30) days advance written notice of any cancellation, modification or reduction of coverage.
  - b. Inscriber shall maintain Comprehensive Automobile Liability Insurance for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with the any work performed on Cemetery property. The policy shall have a single limit of liability insuring both bodily injury, including death and property damage in an amount not less than \$500,000.00 per occurrence. The CCA shall be named as an additional insured. The CCA shall be given thirty (30) days advance written notice of any cancellation, modification or reduction of coverage.
  - c. Inscriber shall maintain Workers Compensation Insurance and other employee benefits as required by Federal, state and local laws and ordinances and will provide the CCA with copies of all applicable certificates of compliance.
15. Inscriber acknowledges and accepts that the CCA has the absolute right, in its sole discretion to suspend the inscription work being performed by Inscriber. The Inscriber shall be solely liable to the Owner of the Right of Interment for the failure to inscribe the memorial as contracted.
  16. Inscriber shall be solely responsible for providing any and all means, methods and materials, including labor that may be necessary for protecting from damage or undue disturbance all Places

of Interment and the items placed thereon either at, adjacent to or near the area where the inscription work will be performed, including those Places of Interment leading up to the work area from the roadway.

- 17. Inscriber acknowledges and agrees that any damage to the Cemetery property caused during the completion of inscription work will be repaired by the CCA and Inscriber agrees to reimburse the CCA for the repair work within thirty (30) days of the date of invoice. Inscriber agrees to repair or replace any and all personal property damaged during the installation process.
- 18. Inscriber shall indemnify and hold harmless the CCA, its trustees, agents and employees, from and against any and all claims, damages, costs, omissions, losses and all other related expenses, including attorneys' fees, arising out of or resulting from the performance of or in any manner related to the inscription work, arising out of, but not limited to, personal injury, including death, and property damage, resulting from any act or omission of the Inscriber, anyone employed directly or indirectly by the Inscriber, an agent of the Inscriber and/or anyone for whose actions the Inscriber may be liable. The obligation to indemnify shall not be subject by any limitation provided for with respect to amount or type of claim, damage, cost, loss, omission cost, expense or injury.
- 19. The CCA and Inscriber acknowledge that privity of contract for the inscription work exists only between the Inscriber and the Owner or the Owner's duly authorized representative, including but not limited to the Owner's administrator, executor, spouse, authorized family member, Power of Attorney or anyone authorized to act on the Owner's behalf (hereinafter collectively referred to as "Owner") and the neither the CCA nor the Cemetery are in any manner included in the contract between the Owner of the Right of Interment and the Inscriber unless otherwise agreed in writing.
- 20. *The Inscriber acknowledges and agrees to comply with the terms and conditions of the Agreement and the CCA's Rules and Regulations. **Any violations of the terms of this Agreement or the Rules and Regulations may cause a suspension or termination of Inscriber's privileges set forth herein.***
- 21. The Inscriber may not subcontract any work contemplated hereunder without prior written approval of the cemetery.
- 22. Any modification of this Agreement shall not be valid unless in writing and signed by the parties hereto. This Agreement constitutes the entire understanding between the parties regarding its subject matter and if any provision in this contract is held by any court to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the Inscriber has duly executed this Agreement on the day and year written below and acknowledges and agrees to the terms and conditions set forth herein.

Company: \_\_\_\_\_ Catholic Cemeteries Association \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SERVICES ACKNOWLEDGMENT**

The following services and materials have been requested and will be furnished in connection with the installation of a Memorial at \_\_\_\_\_ Cemetery, \_\_\_\_\_, Ohio, (hereinafter "Cemetery") and which services were ordered by \_\_\_\_\_ (hereinafter "Inscriber") for the installation of the \_\_\_\_\_ Family monument:

Site preparation work will be performed at the rate of Seventy-five Dollars (\$75.00) per hour with a one hour minimum charge. All services exceeding the one hour minimum are assessed in fifteen minute increments. Ramping is charged at the rate of Two Dollars (\$2.00) per foot from the roadway to the installation site.

LABOR: Total hourly charge for labor, \_\_\_\_\_ Dollars

RAMPING: \_\_\_\_\_ feet of ramping at a charge of Two Dollars (\$2.00) per foot for a total charge of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Fuel surcharge Five Dollars (\$5.00)

The undersigned Inscriber acknowledges requesting the above services and agrees that payment will be made within thirty (30) days of invoice.

*The Cemetery Superintendent/Foreman of other designated individual will submit this completed form to the Cemetery office for invoicing.*

Accepted By:

\_\_\_\_\_  
Inscriber

\_\_\_\_\_  
Date

Services Provide By:

\_\_\_\_\_  
Cemetery Superintendent/Foreman

\_\_\_\_\_  
Date