



Burwood Cemetery

28320 E River Rd

Escalon CA 95320

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RULES & REGULATIONS

(Updated October 2025)

These rules and regulations are hereby adopted as the rules and regulations of the District and all owners of burial rights, visitors, and contractors performing work within the Cemetery, shall be subject to said rules and regulations. The Cemetery expressly reserve the right, at any time without notice, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph or sentence of these Rules and Regulations. The District has full and complete charge and control of the Cemetery and is authorized to enforce all rules and regulations as adopted.

These rules and regulations shall be on file in the Cemetery office, and copies shall be made available to interested parties within ten (10) days of receiving a written request for a copy.

A. California Health & Safety Code

1. California laws govern cemeteries. The bulk of regulations are contained in the Business and Professions Code and the Health and Safety Code as detailed in the Cemetery Act.
2. Escalon Cemetery District operates and manages Burwood Cemetery under the legal authority of the San Joaquin County Board of Supervisors Resolution dated January 23, 1939, establishing the Cemetery District; SB 1685 authorizing staggered terms; and California Health and Safety Code Sections 9000-9007, Public Cemetery District Law.
3. Burwood Cemetery is located at 28320 E River Rd, Escalon CA 95320.
4. This Cemetery, an endowment care memorial property, is a Public Cemetery. The District shall limit interments to:
 - a. Persons who are residents of the District.
 - b. Persons who are former residents of the District and who acquired interment rights while they were residents of the District.

- c. Persons who lived in the district 30 or more years.
- d. Persons who pay property taxes on property located in the District.
- e. Persons who formerly paid property taxes on property located in the District and who acquired interment rights while they paid those property taxes.
- f. Persons who are family members of any person interred at the Cemetery. (non-resident)
- g. Eligible nonresidents of the District.

A District may inter a person who is **not** a resident of the District or a person who does not pay property taxes on property located in the district if:

- a. The District has an endowment care fund that requires at least the minimum payment set pursuant to Section 9065.
- b. The district requires the payment of a nonresident fee set pursuant to Section 9068.
- c. The nonresident is a family member of a person who is already interred in the Cemetery or is a family member of a person who had purchased interment rights in a Cemetery owned by a District or,
- d. The nonresident was a resident of the District or paid property taxes on property located in the District for a continuous period of at least five (5) years, a portion of which time period shall have occurred within the 10 years immediately before the person's death.
- e. The nonresident died while either:
 1. Serving in the Armed Forces or the active militia, or
 2. In the line of duty as a peace officer, or a firefighter.
- f. The nonresident previously lived within the boundaries of the District for a period of more

than thirty (30) years, and if the time of residency can be validated by reasonable means, the nonresident fee will be waived.

B. Purpose

1. These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery.
2. All Interment Rights purchased shall be subject to these Rules and Regulations. Owners of Interment Rights, visitors, and persons performing work within the cemetery, shall be subject to these Rules and Regulations, and to all amendments or modifications as shall be adopted by the Cemetery from time to time.
3. Enforcement of regulations helps protect the Cemetery and create and preserve its beauty. Escalon Cemetery reserves the right to make exceptions when necessary.

C. Rules and Regulations

1. Article 2 of the state of California Health and Safety code states: sec. 8300 right of cemetery to make Rules and Regulations.
2. A cemetery may make and enforce rules and regulations for all other purposes deemed necessary by the cemetery authority or the transfer of any Interment space or the right of interment, and the protection and safeguarding of the premises, and the principles, plans and ideals on which the cemetery is conducted.
3. The rules and regulations shall be plainly printed and maintained subject to inspection in the office of the cemetery as the cemetery authority may prescribe.
4. These Rules and Regulations, and any amendments thereto, shall be the sole agreement between Burwood Cemetery and Owners of Interment Rights. These Rules and Regulations apply to all pre-need contracts, as well.
5. Special cases may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right to make modifications in any of the Rules and Regulations when, in its judgement, the same appears advisable. Such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
6. Alcoholic beverages are prohibited within Cemetery grounds.

D. Operation and Management of Burwood Cemetery

1. Burwood Cemetery reserves the right to compel all persons coming to the Cemetery to present proper

identification and to obey all Rules and Regulations adopted by Burwood Cemetery.

2. Burwood Cemetery reserves the right to refuse admission to anyone not an interment right owner or relative of a person interred in said Cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemetery. Burwood Cemetery reserves the right to control and direct traffic, both pedestrian and vehicular, entering, leaving, or while in the cemetery.
3. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.
4. Burwood Cemetery reserves to itself, and to those lawfully entitled thereto, the right of ingress and egress over lots for the purpose of passing to and from other lots.
5. Burwood Cemetery management shall direct all improvements within the grounds and upon all lots and graves before, as well as after, interments have been made therein. The Cemetery shall have sole and exclusive authority with the respect to the sodding, planting, surveying, and improvements within the cemetery.
6. Burwood Cemetery reserves the right to remove or alter, at the expense of the Interment Right owner, any unauthorized changes made without the written consent by the Cemetery Management.
7. No persons, other than the duly authorized staff of the Cemetery, shall be allowed to perform any work within the Cemetery without authorization issued by the Cemetery management. Volunteers must be sufficiently skilled for the specific work approved to prevent damage to the Cemetery and to work safely.
8. As empowered by the California Health and Safety Code, the Cemetery Manager, Cemetery employees, and Board members shall enforce all Rules and Regulations and may exclude from any part of the Cemetery property any person violating these rules and regulations.

E. General Information

1. The Cemetery grounds are sacred and devoted to the interment of human remains, and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance, and disregard of the Rules and Regulations.
2. No person shall be permitted to enter or leave the grounds except by the public entrance.

3. Any person entering the Cemetery after sundown, without prior authorization from the Cemetery management will be considered a trespasser.
4. Pursuant to California Health and Safety Code, Burwood Cemetery may regulate the conduct of persons and prevent improper assemblages in the Cemetery.
5. Burwood Cemetery Office hours:
 Open: Monday 8:00 a.m. to 12:00 p.m.
 Tuesday – Friday 8:00 a.m. – 3:30 p.m.
 Closed: Saturday & Sunday, New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Other days of closure not listed above will be posted in the window.
6. Children under fifteen (15) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by the proper persons to take care and responsibility for them.
7. No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by the Cemetery Board.
8. Persons within the Cemetery grounds shall use only the avenues, walks, alleys, and roads, unless there is no other way to reach an Interment space; or while on any portion of the Cemetery other than the avenues, walks, alleys, or roads, they shall in no way hold Burwood Cemetery liable for any injuries sustained.
9. Interments, disinterment’s, removals, or interment services are scheduled Mondays through Fridays. Special arrangements must be made for scheduling on Saturday, Sunday, or holidays.
10. All interments, disinterment’s, or removals of cremains shall be made only by Burwood Cemetery. Disinterment’s of full body burials will be done by a hired third party at the expense of the family.
11. Tents, artificial grass, lowering devices, and other equipment owned by Burwood Cemetery shall be used exclusively in performing the business of the Cemetery.
12. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc. placed on graves, lots, or elsewhere within the Cemetery grounds.
13. No person or persons other than Cemetery security personnel shall be permitted to bring or carry firearms within the Cemetery, except a military Guard of Honor, and then only when in the charge of a military officer and during a military service.

14. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by agents of Burwood Cemetery under its direction, is prohibited within the confines of the cemetery. Solicitation of any kind is strictly prohibited at any time within the cemetery or at its gates without the approval Burwood Cemetery management or the Cemetery Board.

F. Responsibilities and Liabilities

1. Burwood Cemetery shall take reasonable precaution to protect the interment rights of owners within the Cemetery from loss, damage, or delay of interment. The Cemetery expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control; and, specifically, from damage caused by the elements, earthquake, flood, pandemic, an act of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, explosion, unavoidable accidents, invasion, insurrection, riot, or order of military or civil authority whether the damage be direct, collateral, or where a protest to an interment has been made, other than as herein provided.
2. Burwood Cemetery reserves, and shall have, the right to correct any errors that may be made by it while making interments, disinterment’s, or removals, or in the installation of memorials.
3. Burwood Cemetery shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the size, space, and location in an Interment space where interment or installation of a memorial is desired.
4. Burwood Cemetery disclaims all responsibility for establishing the identity of the person to be interred.
5. Burwood Cemetery shall exercise due care in disinterments and removals but shall assume no liability for damage to any human remains, casket, outer burial receptacle, or urn in making a disinterment and removal in accordance with written instructions of the owner or his duly authorized representative.
6. Burwood Cemetery shall not be liable for any delay in interment where protest to the interment has been made, or for non-compliance with the Rules and Regulations of the Cemetery.
7. All protests must be in writing and filed in the Cemetery office.
8. Burwood Cemetery shall be in no way liable or held responsible for the deterioration of, or for any damage caused by any cinerary container, receptacle, or urn.
9. Burwood Cemetery shall not be liable for defective workmanship or defective materials, furnished or

performed by the Cemetery, in connection with vaults, memorials, or the installation thereof, beyond replacement, repair or corrections of such materials or installation, or for any defects in material or defects in workmanship, errors or omissions for vaults or memorials, purchased from third parties or installed by contractors.

G. Fulfillment of Contract Terms Prior to Interment

1. All agreements for the purchase of interment rights and associated charges must be on forms approved and signed by an authorized representative of Burwood Cemetery. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements will not be recognized. All such agreements must comply with applicable state laws.
2. No interment shall be permitted, or memorial placed in or on any property until all Cemetery charges and fees for Interment Rights and maintenance are paid in full subject to the contract. Arrangements for the payment of all indebtedness due Burwood Cemetery must be made before an interment will be made in any interment space.
3. Burwood Cemetery, further, shall have the right to remove any memorial or other improvement that may have been placed on said property due to default in payment.
4. Burwood Cemetery charges a fee for lot transfers or assignment of ownership on Interment spaces; however, no transfer or assignment of ownership shall be complete or effective until all other charges are paid.
5. Before any vault, tomb, sarcophagus, private mausoleum, or columbarium is erected, the proprietor must deposit in the Endowment Care Fund a sum of money estimated by Burwood Cemetery to be sufficient to yield an income for the proper care of such structure under endowment care.

H. Interment Rights, Transfers, and Assignments

1. Reference: California Health and Safety Code Sections 8570, 8600, 8601, 8602, & 8603
2. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.
3. The rights of the owners of interment rights, and descent and inalienability of property by interments shall all be ruled and governed by laws of the State of California as set forth from time to time in the Health and Safety Code and other laws of California.
4. Every Interment Right shall be subject to:

- a. all applicable laws and governmental regulations,
 - b. the Articles of Incorporation and other documents establishing the Cemetery, and
 - c. all Rules and Regulations adopted by Burwood Cemetery as now in force or as hereafter amended or adopted, whether or not as set forth herein.
 - d. The Purchase Agreement, and these Rules and Regulations, and any written amendments hereto, shall constitute the sole agreement between Burwood Cemetery and the Owner, and no statement of any sales agent or other Cemetery Board Member to the contrary shall bind Burwood Cemetery.
5. Any individual, within fifteen (15) days of the date of burial rights at the Cemetery, may exchange a chosen lot with any other available comparable lot, at no charge. However, if the lot was selected more than fifteen (15) days prior to the exchange, an exchange fee will be charged in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00).
 6. Interment rights and/or interment services purchased from the District are for the exclusive use of the Purchaser and Purchaser's family and may not be transferred or assigned to a non-family member without District's prior written approval. Unless and until Purchaser uses any fully paid cemetery lot(s), Purchaser may transfer those cemetery lot(s) to an eligible third party for the transfer fee and with approval of the District for the cost of the cemetery lot(s) listed in the Cemetery Lot and/or Interment Service Agreement. Endowment and other service charges listed in the Cemetery Costs and/or Interment Service Agreement will not be refunded. Should Purchaser attempt to purchase any other cemetery lot(s) thereafter, Purchaser shall be required to pay the price charged by the District at the time of the purchase.
 7. No transfer or assignment of any interment rights, or interest therein, shall be valid until the consent of Burwood Cemetery has been endorsed thereon and the same recorded in the records of the Cemetery, and is free and clear of indebtedness. A transfer fee will be charged in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00).
 8. No partial or conditional transfer of Interment Rights and no sale of an undivided interest will be recorded by the Cemetery unless such transfer is to a person or persons who are already part owners. In any case, the Cemetery shall not be responsible for carrying out the intent of the Grantor.

9. Each owner shall be vested with the ownership of his or her Interment Right. The owner of such an Interment Right may dispose of it by will, provided that if the owner dies intestate, the Interment Rights will descend to the heirs pursuant to the California State laws of descent.
 10. The Cemetery expressly reserves the right and privilege, at any time and from time to time, to re-survey, enlarge, diminish, re-plat, alter shape or size, or otherwise change all or part of the property 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 and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the disposal or interment of human remains, 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 operation of pipelines, conduits or drains for sprinklers, drainage, electronic or communication lines, or for any other purpose.
 11. The subdivision of property is not allowed. No one shall be interred in any Interment space not having any interest therein, except by written consent of all parties interested in such property and of Burwood Cemetery. Burwood Cemetery, provided, however, a relative of any record owner may be buried in said property as provided in these rules or in the laws of the State of California.
 12. It shall be the duty of the Interment right owner to notify Burwood Cemetery of any change of mailing address. Notices sent to the property owner at the last address on file in the office of Burwood Cemetery shall be considered sufficient and proper legal notice.
- I. Disposition of Human Remains**
1. In compliance with the California Health and Safety Code, human remains must be disposed of in accordance with the statutes. A permit filed with the appropriate city or county registrar must be obtained prior to interment. Burwood Cemetery must be designated as the final resting place.
 2. Human remains must be placed in an approved container suitable for holding human remains, such as an urn. For ground burials, urns must be placed in a vault.
- J. Arrangement for Interment at Burwood Cemetery**
1. All funerals, on entering the Cemetery, shall be made under the supervision of the Cemetery staff. Burwood Cemetery reserves the right to refuse to conduct of any funeral service on the grounds which in the opinion of the Cemetery's management/staff, is unbecoming, inappropriate or offensive to others.
 2. The right is reserved by Burwood Cemetery to insist upon at least forty-eight hours' notice before any interment, and to at least one week's notice prior to any disinterment or removal. Burwood Cemetery reserves the right to refuse delivery of remains, or to make interments, or to accept funerals, if, in the judgment of the Management, the time of arrival or proposed services is inexpedient for any reason, or because of a holiday, the timing of workdays, or employment of facilities or personnel or other services, work interments or inurnments.
 3. When instructions regarding the location of an interment space cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, Management, in its discretion, may open it in such location as it deems best and proper so as not to delay the funeral; and Burwood Cemetery shall not be liable in damages for any error so made.
 4. No more than one human remain shall be interred in one grave, vault, crypt, or niche unless specifically authorized in writing by the owner and next-of-kin or their respective authorized representative and Burwood Cemetery.
- K. Interment by Earth Burial**
1. Interment space owners are authorized to bury the following:
Traditional Lot – One (1) casket burial and two (2) cremated remains may be buried.
Cremation Lot – Up to three (3) cremated remains.
These arrangements must be made and authorized in writing and filed at the Cemetery office.
 2. A single Interment space, regardless of if for the burial of a single full burial and two (2) urns placed in vaults and placed in the same interment space, provided all vaults fit within the boundaries of the interment space.
 3. In every earth interment, Burwood Cemetery requires the casket or urn shall be enclosed in an approved liner or vault; the burial of such vaults shall be made by Burwood Cemetery.
 4. All interments, disinterment's and removals must be made at a time and in a manner fixed by the Cemetery Management.
 5. The Cemetery may inter or open an Interment space for any purpose on written authorization by the person entitled to control the disposition of the remains and/or any record owner of such Interment space made out on forms approved by the Cemetery and duly filed in the Cemetery office unless there are instructions to the contrary on file in the office.

L. Interment by Entombment

1. Once the funeral service is completed and the casket is placed in the receiving vault or other space, Burwood Cemetery reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the person legally authorized to give permission, or without a court order, and then only by a licensed funeral director.

M. Interment of Cremated Remains

1. All deceased persons cremated and brought to Burwood Cemetery must be in a suitable container acceptable to Burwood Cemetery.
2. Burwood Cemetery provides the following facilities for interment of cremated remains earth burial.
3. All fittings, adornments, urns, inscriptions, nameplates are subject to the approval and control of, and acceptance or rejection of Burwood Cemetery.

N. Disinterment's and Removals

1. Burwood Cemetery shall not permit the removal of any interred remains unless a permit for the removal has been issued by the local registrar of the district in which the premises are located and delivered to the cemetery authority. Application for a disinterment permit must be signed by the Owner and the deceased's next-of-kin or their respective authorized representative(s).
2. Burwood Cemetery shall assume no liability for damage to any casket or burial case or urn or remains in making the disinterment and removal done by a third (3rd) party.

O. Plants, Shrubs, Floral and Headstone Adornment

1. The California Health and Safety Code states: Sec. 8305. "Regulation of Planting within Cemetery. It may regulate or prevent the introduction of care of plants or shrubs within the cemetery."
2. If any tree, shrub, or plant placed on any headstone, becomes detrimental to adjacent lots or avenues, or if, for any other reason its removal is deemed necessary, the Cemetery management shall have the right and it shall be its duty to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. All persons are strictly forbidden to break, prune, or injure any tree or shrub, or mar any landmark, marker, memorial, or in any way deface the grounds of Burwood Cemetery.
3. One flower receptacle is placed at the time of interment. Replacement receptacles can be purchased from and installed by Burwood Cemetery personnel.

4. Floral frames or easels removed from any Interment space site, unless called for within (5) days by those lawfully entitled to them, may be disposed of by Burwood Cemetery in any manner it sees fit.
5. Due to the problems created in the areas of maintenance, security, and safety, the Cemetery has adopted the following flora, lot, and headstone adornment regulations:

GROUNDS: Fresh or artificial floral arrangements will be allowed on each marker. Arrangements must be placed on markers only. No arrangement or other article will be allowed on the grass. Pots wrapped with paper, pots of glass, China, ceramic or pottery, or other breakable material will not be allowed.

6. Permissible items are to be placed **only** on the headstone if the lawn area around the headstone is maintained. The lawn height maximum may not be higher than the top of the headstone. If the lawn height becomes higher than the top of the headstone, the maintenance staff will remove any items left on the headstone to mow the area. Permissible items will be placed under the nearest tree and will remain there for one to two weeks to be claimed by family/friends. Items not claimed may be disposed of.
7. Arches, boxes, borders, breakable items, bricks, candles, cement borders, ceramic items, alcoholic or non-alcoholic drinks, legal or illegal drugs, fences, floating mylar balloons, food items, glassware, gravel, hanging items, such as potted plants or items that interfere with sprinkler operations, planter boxes, pottery, shells, signs, stones, weapons, or other breakable material or other similar items will **not** be permitted.
8. Individuals are welcome to maintain the gravesites of their loved ones. Removal of any grass or dirt is prohibited. The application or spraying of any chemicals or weedkillers, such as Round Up is prohibited.

P. Endowment Care

1. Burwood Cemetery is under endowment care and does establish, maintain, and operate an Endowment Care Fund as an independent entity and as provided for by the California Health and Safety Code.
2. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of the Endowment Care Fund. This, however, does not provide for any special care. Estimates for any special work will be made by the Cemetery upon application and charges for the work must be paid in advance.

3. All Interment Rights within the Cemetery are sold subject to the payment of the amount posted in the Cemetery office for care and maintenance. All such maintenance shall be performed under the direction of the Cemetery Manager, except when permission is otherwise expressly granted in writing, or by the Cemetery Board. Burwood Cemetery shall be directly responsible for all grading, landscaping, and improvements of any kind in the Cemetery.
4. Care and maintenance provided under the Endowment Care Fund does not include maintenance, repair, or replacement of any memorial under any circumstance; nor, unless the Cemetery otherwise elects to repair or replace buildings, structures, or other property when the damage is caused by vandals, thieves, earthquake, Act of God, common enemy, riots, or by the order of any military or civil authority or acts beyond the control of Burwood Cemetery.
5. Care and maintenance, whether applied to lots, graves or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the Endowment Care Trust Fund. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery.
6. The income from the Endowment Care Fund shall be expended by Burwood Cemetery in such a manner as will, in its judgment, be most advantageous to the owners as a whole and in accordance with the purpose and provisions of the laws of the State of California governing the expenditure of such funds.

Q. Memorials and Markers

1. If any memorial, or any inscription to be placed on same, or any embellishment whatsoever shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves, and shall have, the right to refuse to authorize the placement of such memorial or object.
2. Except as otherwise provided herein, no memorial may be placed or be removed from the Cemetery without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s), and Burwood Cemetery. Any such installation or removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.
3. Should any memorial become unsightly, dilapidated, or a nuisance, the Cemetery will notify the Owner of the memorial property to request repairs. If repairs are not made within a reasonable length of time, the Cemetery shall have the right to enter and to repair the memorial. The cost of any repair shall be paid by the Owner of the Interment Rights.

4. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery management to be offensive or improper, they shall have the right, and it shall be the duty, to enter upon such lot(s) and remove, change, or correct, at the Owners' exclusive expense, the offensive or improper object or objects.

R. Memorials, Headstones, and Installations; Contractor's Agreement

1. The California Health and Safety Code provides that the Cemetery:
 - a. "May regulate the uniformity, class, and kind of all markers, monuments, and other structures within the Cemetery and its subdivisions."
 - b. "May prohibit the erection of monuments, markers, or other structures in or upon any portion of the cemetery. "
2. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality, material, and location of all memorials and headstones, which are placed in the Cemetery.
3. No memorial or headstone shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the interment space, the decedent's next-of-kin, or their respective authorized representative(s), and Burwood Cemetery.
4. Prior to the performance of any work by an outside contractor, the Cemetery expressly reserves the right to approve of any independent contractor and to require the contractor to comply with "Terms of Agreement with Independent Contractor" as set forth by Burwood Cemetery regarding outside contractors.
5. All memorials or headstones placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any memorial or headstone may be placed or in the Cemetery. The Escalon Cemetery District has the right to refuse placement if an inscription, picture or artwork is deemed offensive.
6. Upright monuments, markers, memorials, and headstones are prohibited. All headstone, markers, and memorials must be flat.
7. Foundations for monuments, markers, memorials, and headstones are prohibited.
8. The Cemetery reserves and shall have the right to correct any error that may be in the location of an interment

space or placing of a vault, memorial, headstone, or other embellishment within the Cemetery.

9. The Cemetery has established procedural installation requirements for the installation of memorials and headstones, and all installations performed within the Cemetery must fully comply with these requirements.
10. The maximum dimensions for memorials or headstones are as follows:

Single Lot Headstone
28 x 16 x 4

Double Lot Headstone
36 x 12 x 4

All headstones **must** be flat.
11. In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or any section or Interment space or any portion thereof in the Cemetery, which has been damaged by the elements, malicious mischief-makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, Burwood Cemetery shall give a ten (10) day written notice of the necessity for such repair to the Interment space owner and/or next of kin of record at his or her address stated in the records of Burwood Cemetery. In the event the plot owner fails to repair the damage within a reasonable time, as predetermined by Burwood Cemetery may direct that the repairs be made and charge the expense against the Interment space and to the Interment space owner of record.
12. The Cemetery Manager or his agent shall schedule, upon reasonable notice, all installations, considering weather and ground conditions, cemetery burial services, availability of volunteers, and other relevant factors.

S. Maintenance of Grounds

1. Weather and schedule permitting, the grounds of the Cemetery will be mowed on a weekly basis.
2. Headstone areas will be maintained when necessary.
3. Individuals are welcome to maintain the gravesites of their loved ones, except for removing dirt and spraying chemicals, such as household or industrial Round Up.

T. Definition of Terms

1. **Burial Park** – Means a tract of land for the burial of human remains in the ground, used, or intended to be used, and dedicated, for cemetery purposes.
2. **Committal Service** – The ritual or ceremony in which human remains are committed to their final resting place.

3. **Cremation** – Means the reduction of the body of a deceased person to cremated remains in a crematory and the placement of the cremated remains in a grave, vault or niche as provided in Section 7117 of the California Health and Safety Code.
4. **Entombment** – The placement of human remains in a crypt or vault.
5. **Interment** – The disposition of human remains or cremated remains by inurnment, entombment, or burial in a cemetery.
6. **Lot, Plot, Interment Plot, Interment Space** – Means space in a cemetery, used, or intended to be used for the interment of human remains. Such terms include and apply to one or more than one adjoining graves, crypts, or niches.
7. **Memorial Tablet** – Refers to the nameplate marking the final resting place in ground interment, entombment, or niche inurnment.
8. **Niche** – A space in the columbarium used or intended to be used, for inurnment of cremated remains.
9. **Permit for Disposition of Human Remains** – Includes “Burial Permit” and is a permit, issued pursuant to law, for the interment, disinterment, removal, reinterment, or transportation of human remains.
10. **Urn** – A vessel suitable for accepting and preserving cremated human remains.
11. **Vault** – A burial chamber suitable for accepting a casket.

U. Burwood Cemetery Pre-Need and Advanced Planning

1. Burwood Cemetery offers a Pre-Need Program, which permits individuals to visit the Cemetery, to talk to the Cemetery Office Personnel or Board Member. A person may obtain answers, discuss, and examine various options concerning interment, make selections of burial rights, and give instructions so that matters are handled in accordance with one’s wishes.
2. This relieves the family, or the one charged with making sensitive decisions, from making them in times of emotional distress and uncertainty which often accompanies the loss of a loved one.
3. A Pre-Need Program assures that matters are taken care of according to one’s desires. One reserves a site now while space is available, and purchases burial rights and services at today’s prices, even though the site may not be used for years to come.
4. Pre-Need planning is one’s greatest assurances of peace of mind, both now and in the future. There is great satisfaction in having matters settled in advance.

V. Record of Pre-Need Contract

1. A permanent record shall be kept on hand at Burwood Cemetery Office and shall include a description of services to be delivered at the time of need. A copy of such record shall be given to the purchaser.

**** END OF RULES & REGULATIONS ****