

**AUTHORIZATION FOR INSTALLATION OF MEMORIAL**  
**(Purchased from 3<sup>rd</sup> party)**

This is to advise of the purchase of a memorial to be installed at GRANDVIEW MEMORIAL PARK  
(Name of Cemetery)

in \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_ Space \_\_\_\_\_

Purchased from: \_\_\_\_\_  
Name of Memorial Dealer

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_ Company Representative \_\_\_\_\_

**MEMORIAL DESCRIPTION**

Name on Memorial \_\_\_\_\_ Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_

Memorial \_\_\_\_\_ Memorial Material \_\_\_\_\_ Manufacturer \_\_\_\_\_

Base Size \_\_\_\_\_ Base Materials \_\_\_\_\_

Metallic contents of bronze alloy: \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_ %  
Copper Tin Lead Zinc

Memorial Type: Design \_\_\_\_\_ Companion \_\_\_\_\_ Individual \_\_\_\_\_  
Border \_\_\_\_\_ Letter Style \_\_\_\_\_

Number of scroll(s) to be furnished: \_\_\_\_\_ with memorial \_\_\_\_\_ later \_\_\_\_\_

Memorial to be drilled and tapped for later addition of scroll Yes No

Emblems: Type \_\_\_\_\_ Size \_\_\_\_\_ Type \_\_\_\_\_ Size \_\_\_\_\_  
Type \_\_\_\_\_ Size \_\_\_\_\_ Type \_\_\_\_\_ Size \_\_\_\_\_

Other information necessary for proper identification of memorial: \_\_\_\_\_

Layout: \_\_\_\_\_

The undersigned hereby represent(s) that he, she, or they, is or are the exclusive owner(s) of the Interment Rights described above, and hereby authorize(s) \_\_\_\_\_ (Names of Installer) to install the above described memorial upon the Interment Rights described herein in accordance with the Rules and Regulations and requirements of the above-referenced Cemetery and agree to indemnify and hold harmless said Cemetery, its agents and employees, against any loss it may sustain in connection with the installation of the memorial authorized hereunder. It is understood that the Cemetery assumes no responsibility for the finish, lettering, accuracy of dates, or emblems, or the omission of same, quality or workmanship of the memorial. It is further understood that the Cemetery shall not be responsible for any error or defects in workmanship in connection with the installation of the memorial.

Each of the undersigned has read and understands the Cemetery's Rules and Regulations and requirements concerning installation of memorials and hereby acknowledges and agrees to the provisions contained therein. It is understood and agreed that should the memorial or installation thereof not comply in full with the Rules and Regulations and requirements of the Cemetery, the deviation shall be rectified to so comply or be removed from the Cemetery within three (3) days of such request.

Interment Right Owner (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Next of Kin (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Memorial Purchaser (Print Name) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Cemetery Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## Release for Damage to Outside Vendor Memorial

This Release for Damage to the outside vendor memorial is agreed on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

(Name) \_\_\_\_\_,  
at (address) \_\_\_\_\_

and **Grand View Memorial Park & Cemetery at 8501 Spencer Highway, Pasadena, Texas 77546.**

1. The name stated above understands that Grand View Memorial Park & Cemetery or its grounds crew **will not be liable or responsible** for any damages to the outside vendor memorial during installation.
2. The name stated above understands that Grand View Memorial Park and Cemetery **will not be responsible** for maintenance or repairs to the outside vendor memorial in the future.
3. The name stated above takes full responsibility of any maintenance or repairs to the outside vendor memorial in the future.

### SIGNATURES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Family Service Counselor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Memorial Desk Admin

\_\_\_\_\_  
Date

we



5. **Indemnification of Cemetery--Contractor's Use of Cemetery's Employees.** If any arrangement, however informal and of whatever duration, is made whereby employees of Cemetery are used by Contractor, they shall, while engaged in such work, be considered for all purposes employees of Contractor and not of Cemetery, irrespective of the party paying them. Contractor shall indemnify Cemetery against any and all liability, loss, cost, damage or expense, by reason of any act of omission of any such employee where such act or omission was at the direction of Contractor.

6. **Cleanup.** Contractor agrees to keep the work premises free of waste material and rubbish caused by its work or that of its subcontractors on Cemetery grounds. Contractor further agrees to remove all such waste material and rubbish on termination of its work on Cemetery property, together with all tools, equipment and surplus materials belonging to Contractor.

7. **Insurance to be Secured by Contractor.** Contractor agrees to maintain such insurance as will fully protect both Contractor and Cemetery from any and all other claims of whatsoever kind or nature for damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from operations conducted on Cemetery property, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to provide Cemetery with certificates evidencing the required coverage before Contractor begins work on Cemetery property.

8. **Indemnification of Cemetery--In General.** Contractor agrees to indemnify, hold harmless and defend (at Contractor's expense) the Cemetery, and its agents and employees, from and against all liability, loss, expense (including reasonable attorneys' fees and court costs), claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the products provided by Contractor or the activities of

Contractor, or its agents or employees, or based upon any violation by Contractor or anyone employed by it of any statute, ordinance or regulation.

Contractor further agrees to indemnify Cemetery from and against all liability, loss and expense and against all claims and causes of action based upon the Contractor's failure to obtain proper authorization from the Cemetery and the owner of the interment rights upon which Contractor performs any work.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date written first above.

CONTRACTOR

By: \_\_\_\_\_

CEMETERY

By: \_\_\_\_\_



## INDEMNIFICATION AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in consideration of \_\_\_\_\_ (“Cemetery”) granting \_\_\_\_\_ (“Contractor”) such access to the worksite as is necessary to perform the work contracted for on Cemetery grounds, and the undersigned Contractor agrees as follows:

1. **Discipline and Employment.** Contractor shall maintain at all times strict discipline among its employees and Contractor agrees not to employ for work on Cemetery grounds any person unfit or without sufficient skill to perform the job for which he or she is employed.

2. **Compliance with Cemetery Rules and Regulations.** Contractor agrees to comply with the Rules and Regulations of Cemetery in effect at the execution of this Agreement or as may hereafter be amended. Contractor further agrees that all work performed will be in accordance with any and all requirements and specifications as are attached hereto and marked Exhibit “A.”

3. **Responsibility for Negligence of Employees and Subcontractors.** Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on Cemetery grounds, for those of its subcontractors and their employees, and for all other persons doing work on Cemetery grounds for Contractor.

4. **Responsibility for Use of Tools and Equipment.** Contractor agrees that Cemetery shall not be responsible or be held liable for any injury or damage to person or property resulting from the use, misuse, or failure of any tools or equipment used by Contractor or any of its employees, whether such injury or damage is to an employee or the property of Contractor, other contractors, Cemetery, or other persons.