

FOREST PARK EAST CEMETERY

21620 GULF FREEWAY

WEBSTER, TEXAS 77598

281-332-3111

FAX 281-332-7696



Thank you for your participation in making Forest Park East Cemetery a place of beauty and serenity. Please find attached the Rules and Regulations for setting a memorial in Forest Park East Cemetery.

A few important points...

- ◇ Please wait until you have our signed approval before manufacturing any sort of memorial. If there is a problem with your application we will notify you either in writing or by phone.
- ◇ We do not set any upright monuments not sold by our company. We will set flush memorials, for a fee depending on size. Slants and bevels are not allowed.
- ◇ There is only one marker per space. Foot markers accompanying upright monuments are allowed, except in the Heritage Vista Estates (section 210).
- ◇ No work is to be done on the property without your work crew first checking in with the cemetery office.
- ◇ No work is to be done on the property without proper proof of liability insurance on file.
- ◇ Installations can only be done from 8am to 3pm, Monday through Friday. By submitting a 5 Day Notice you give us a chance to accommodate you and our families.
- ◇ All work is subject to approval by the Cemetery and, if unsatisfactory, shall be removed or completed to the Cemetery's satisfaction, upon direction of the Cemetery management.

If you have any questions please feel free to contact us.

Forest Park East Cemetery
21620 Gulf FWY
Webster, Texas 77598
281-332-3111

FOUNDATION AND SETTING APPLICATION CONTRACT
EFFECTIVE July 20, 2023

Date: _____

Full specifications and designs must be submitted to the cemetery office, and approval signed before any monument, memorial or grave marker shall be erected or set in the cemetery. Insurance must be submitted to cemetery office before any work may be done in cemetery.

A diagram of the monument or marker including a complete inscription must be drawn in the space below or attached.

Setting Fee for markers is \$495.00	Monument Foundation Only	\$ _____
Fee for Foundation Poured is \$1595.00	Monument Stakeout	\$ _____
Marker Stakeout fee is \$75.00	Marker Setting	\$ _____
Monument Stakeout fee is \$125	Marker Stakeout	\$ _____
Memorial Inspection fee is \$175 This fee is required for all memorials	Memorial Inspection Fee	\$ _____
	Total	\$ _____

Lot Owner: _____

Section: _____ Lot: _____ Spaces: _____

Memorial Design

Monument and Marker Specifications

Memorial Type	Material/Color	Length	Width	Height	Finish	Lettering
Monument Base						
Monument Die						
Vase(s)		Diameter:				
Flat Marker						
Bench Seat						
Bench Support						
Bench Base						

No Lithochrome. gold leafing, painting, coloring enameling, lacquering, gilding, bronzing, highlighting, application of shadow paints or any artificial coloring on letters or other parts of memorials is permitted.

Monument Dealer: _____ Date: _____

Dealer Representative: _____ Date: _____

Lot Owner: _____ Date: _____

Authorized Agent of Lot Owner: _____ Date: _____

Relationship or Other Alliance to Lot Owner: _____

Forest Park East Rep Approval: _____ Date: _____

Forest Park East

Funeral Home and Cemetery

5 DAY NOTICE

After the Foundation and setting application of Forest Park East Cemetery has been completely filled out and approved, and the proper amount has been remitted either for the stake out fee, foundation fee, or setting fee to Forest Park East Cemetery then you will send the notice **5 BUSINESS DAYS IN ADVANCE** to install a memorial, pour a foundation or stake out a memorial. Consider this a written notice of intent to install a memorial or foundation for:

SECTION: _____ LOT: _____ SPACES: _____

- ☐ INSCRIPTIONS ON EXISTING MARKER/MONUMENT: _____
- ☐ ADD VASES TO EXISTING MEMORIAL: _____
- ☐ POUR MONUMENT FOUNDATION – INDICATE SIZE: _____
- ☐ STAKE OUT MONUMENT ONLY - INDICATE SIZE: _____
- ☐ MARKER STAKE OUT ONLY – INDICATE SIZE: _____
- ☐ MARKER SETTING: _____
- ☐ PICK UP MARKER/MONUMENT FOR INSCRIPTION: _____

PLEASE FILL OUT THE DATE YOU WILL BE ARRIVING INTO OUR CEMETERY AND SIGN BY THE MEMORIAL DEALER AND FAX BACK TO 281-332-7696. THANK YOU.

DATE OF ARRIVAL: _____

MEMORIAL DEALER SIGNATURE: _____

WORKMAN SIGNATURE AND DATE _____

INSURANCE GUIDELINES FOR CONTRACTORS AND VENDORS

The following must be obtained before any work or related services are performed for or on behalf of SCI or its affiliated companies by any third party:

- A Certificate of Insurance should be obtained from any vendor, contractor or subcontractor who is either selling a product or performing services for SCI affiliated locations evidencing the coverages outlined below.
- The location and its "Parent" company should be named as an "Additional Insured" on all coverages as outlined above, except for Workers' Compensation
- A certified copy of the General Liability coverage is required for all vendors providing professional services.
- A "Waiver of Subrogation" shall be provided in favor of the location and its "Parent" company.
- Thirty (30) days notice of cancellation or non-renewal is to be provided to the certificate holder.
- All insurance coverage must be from insurance companies with an A.M. Best Guide rating of "A" or better.

INSURANCE REQUIREMENTS FOR THIRD PARTIES PROVIDING GENERAL SERVICES SUCH AS MAINTENANCE, CLEANING SERVICES, MONUMENT/MARKER PLACEMENT OR ESCORT SERVICES.

<u>WORKERS' COMPENSATION</u>	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Each Employee
Bodily Injury by Disease	\$1,000,000. Policy Limit

<u>AUTOMOBILE LIABILITY</u>	\$1,000,000. Per Occurrence Combined Single Limit
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Coverage to include:
Owned, Hired and Non-Owned Liability
Primary Insurance Endorsement including the following wording:

"It is hereby noted and agreed that this policy shall be considered primary to any similar insurance held by third parties in respect of work performed or services provided by you (Insured), under written contract or as evidenced by a certificate of insurance with said third parties"

<u>GENERAL LIABILITY</u>	\$1,000,000. Per Occurrence
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Coverage to include:
Broad Form General Liability Endorsement
Broad Form Contractual Liability Endorsement
Bodily Injury to include Mental Anguish
Products/Completed Operations coverage
Primary Insurance Endorsement including the following wording:

"It is hereby noted and agreed that this policy shall be considered primary to any similar insurance held by third parties in respect of work performed or services provided by you (Insured), under written contract or as evidenced by a certificate of insurance with said third parties"

INSURANCE REQUIREMENTS FOR THIRD PARTIES PROVIDING PROFESSIONAL SERVICES SUCH AS REMOVALS, EMBALMERS AND CREMATORIES.

<u>WORKERS' COMPENSATION</u>	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Each Employee
Bodily Injury by Disease	\$1,000,000. Policy Limit

<u>AUTOMOBILE LIABILITY</u>	\$1,000,000. Per Occurrence Combined Single Limit
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Coverage to include:
Owned, Hired and Non-Owned Liability
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Primary Insurance Endorsement including the following wording:

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<u>EXCESS/UMBRELLA</u>	\$5,000,000. Per Occurrence
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MONUMENT AND MARKER RULES AND REGULATIONS
(PLEASE READ CAREFULLY)

This application must be approved and charges paid prior to installation of monument foundations and marker setting by the cemetery.

The maximum width of a monument base shall not exceed twenty-four inches (24") on all twenty-foot (20') lots, and twenty-two (22'), twenty-three foot (23') and twenty-five (25') driveway lots.

STATUARY a minimum height 4', overall height 5' 8" base relief and bust not included.

CROSSES a cross minimum height 4' 6" x 0' 6" minimum overall height 5' 8"

TALL minimum size – Base 4' x 1' 2" x 0' 6" **Die** 2' 2" x 4' 6" x 0' 8", add 0' 2" in width to each 12" in height

MONUMENTS taller than 4' 6" base to be in proportion. **Die** 7' 0" tall must be 0' 10" in thickness. Taller monuments must be in proportion. Die must be minimum finished front and back, steeled, axed or polished.

ALL STATUARY, CROSSES AND TALL MONUMENTS MUST BE APPROVED BY THE CEMETERY AND MUST BE DOWELED WITH COPPER OR BRONZE PINS, MINIMUM SIZE 3/4" DIAMETER BY 8" IN LENGTH.

STEPS minimum tread length 4", height 5", surface width 10", butt rest minimum width or thickness 6". Add 2" in width or thickness to butt rest for each 6" to 12" in tread length. Full specifications and design must be submitted to the cemetery office for approval. All liability of damage of any kind must be assumed by the lot owner.

MONUMENTS

- (a) Minimum size monument/ **Base 4' 0" x 1' 0" x 0' 6" Die 3' long x 6" thick x 1' 8" high**
- (b) No combination of marble and granite will be permitted.
- (c) All monuments should consist of base and die portion; no tablets or dies may be installed other than on a proper base
- (d) All bases must be finished in rock pitched (rough, rock-like) texture on all four sides. The top of the base should be finished with a steeled "**frosted**" effect, axed semi rough or polished smooth texture. The bottom of the base should be flat. A maximum margin of 2" will be allowed on the top of the base.
- (e) Granite or marble only. No artificial stone is permitted. Die must be finished front and back, steeled, axed or polished. No monument will be permitted with rustic or rock pitched finish front or back.
- (f) All monument dies must be permanently attached to the base with bronze or stainless steel dowels extending no less than 4" into the base and the die.
- (g) Lettering of monument may be placed on monuments facing the property owned by the monument owner. Lettering is permitted on the two sides if the property is under common ownership.
- (h) Set as near center of lot as possible; never closer than 3' off back line or 1' 6" to the side of the lot line. Monuments must be set in center of 10' wide area of lots. The cemetery is not responsible for individual name inscriptions aligning with graves.
- (i) No grave slabs permitted.

- (j) No monument to be delivered or set on Saturday, Sunday or holidays.
- (k) No monuments may be erected on any lot smaller than 200 square feet or on an individually owned portion of that lot smaller than 110 square feet.
- (l) After monument setting is completed, lot is to be promptly cleaned up.
- (m) All granite monuments to be pointed with lead or approved compound.
- (n) See rule 3 of rules and regulations covering vases, flower boxes and open-base monuments.
- (o) Slant-face monuments or bevel markers are not permitted.
- (p) Monuments may only be installed on lots for which Certificates of Interment Rights have been issued by the cemetery
- (q) All vases must be polish, axe or settle finish and must be so placed that no part thereof shall be within less than 2" off the edge of the monument base. Vases and monuments must be drilled for drain or have weep-hole drain provided. Vases must be of same material as monument. Example (no marble vase with granite monument)
- (r) All corner posts to be 5" x 5" x 6" granite or bronze only with lot owners initial.
- (s) Designs and specifications for all bench type memorials must be submitted to the cemetery off and approval granted before contracting for same. Minimum size, seat 3' 0" x 1' 1" x 0' 3"; support 1' 0" x 0' 4" x 1' 1"; base 4' 0" x 1' 6" x 0' 6".

MARKERS

- (A) Flush granite and bronze on granite only. **(No marble markers)** Raised letters on granite not permitted.
- (B) Granite bases must be of natural stone; composite or cultured granite are prohibited.
- (C) Granite bases must be of a size to allow a minimum margin of 2" of exposed granite on all sides of bronze memorials.
- (D) Minimum 4" thick; all granite markers and granite bases for bronze.
- (E) Bronze of government standard (85-5-5-5) only.
- (F) All markers set flush at foot of graves excepting the sections where markers are set at head of graves.
- (G) Sizes

GRANITE	BRONZE	GRANITE BASE FOR BRONZE
20" X 10" X 4" (BABY).....	20" X 10" (BABY) *	24" X 14" X 4"
24" X 12" X 4"	22" X 10" (BABY)*	26" X 14" X 4"
24" X 18" X 4"	24" X 12"	28" X 16" X 4"
28" X 20" X 4"	24" X 14"	28" X 16" X 4"
34" X 28" X 4"	16" X 24"	20" X 28" X 4"
36" X 14" X 4"	24" X 30"	28" X 34" X 4"
48" X 18" X 4"	32" X 10"	36" X 14" X 4"
60" X 20" X 4"	44" X 13"	48" X 17" X 4"
.....	44" X 14"	48" X 18" X 4"
.....	56" X 16"	60" X 20" X 4"
.....	(2) 24" X 12"	62" X 16" X 4"

* markers/bases in "Babyland" may not exceed 20" in width.

General Information:

- (A) The name or inscription on each memorial must correspond with the legal name of the person whose interment is being memorialized
- (B) The location and facing of markers on grave spaces will be in keeping with the existing design of the section in which the marker or monument is to be placed. The cemetery reserves the right to require compliance with this rule where prior non-compliance may exist
- (C) The installation of markers as cenotaphs is permitted in most areas of the cemetery. In such instances the cemetery requires additional epitaphs to clearly indicate that the memorial is placed at a site where no interment has occurred. Please contact cemetery for details.
- (D) Only one marker may be installed on any grave space. A marker may not embrace more than one grave space except for companion markers.
- (E) Foundations are required for all monuments and benches to be installed at the cemetery
- (F) Families must own at least 2 spaces in a row in some sections and 3 spaces in a row in other sections in order to have a monument installed on their property. Please check with cemetery for details.
- (G) Forest Park East Cemetery DOES NOT INSTALL upright monuments not purchased directly from us. All outside dealers must arrange for the monument install and foundation as per the setting application packet.
- (H) A 5 day notice is required for any work done on site to ensure site preparation

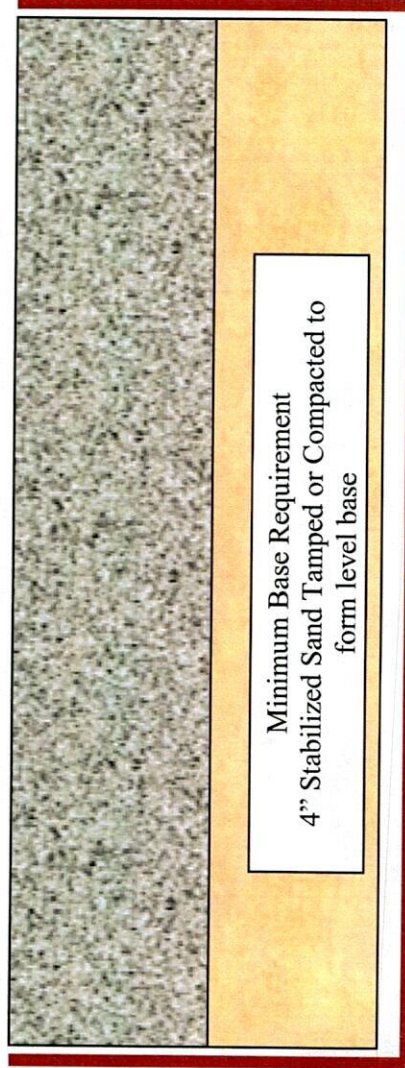
MEMORIAL INSTALLATION REQUIREMENTS

1. Upon receipt of all necessary documents and applicable fees, the Cemetery shall issue a work permit specifying the date the installation is to be performed. Any variance from the specified date must be approved in advance by the Cemetery. Installation of memorials or foundations will not be permitted from 11:00 a.m. Saturday until 10:00 a.m. Monday or on the following holidays: New Year's Day, Washington's Birthday, Memorial Day (or Decoration Day), Independence Day, Labor Day, Thanksgiving Day or Christmas Day.
2. Persons installing memorials or foundations are prohibited from: attaching ropes to trees and shrubs, scattering material over adjoining lots, blocking avenues or pathways, or leaving tools, equipment or other material on Cemetery grounds longer than is absolutely necessary.
3. Installations must be performed in a manner so as to avoid injury to grass, trees and shrubs. After installation is complete, all debris must be removed from the surrounding area and sod shall be restored to its condition prior to the installation.
4. No equipment, tools or other items for the installation of memorials shall be brought into the Cemetery until required for immediate use; nor, under any circumstances, when a funeral is in process in the general area of installation; or between Saturday morning and Monday morning; and no work shall be performed during said time; nor shall such materials be placed on lots adjoining the one on which such installation is to be made without written permission from the Cemetery. Once commenced, work shall proceed expeditiously until completed.
5. While a funeral or interment is being conducted nearby, all work of any kind shall cease.
6. All work is subject to approval by the Cemetery and, if unsatisfactory, shall be removed or completed to the Cemetery's satisfaction, upon direction of the Cemetery management.
7. The Cemetery Office will provide a work permit for each installation to be performed only when all agreements, fees, and arrangements have been satisfactorily completed. The Cemetery requires this work permit, upon completion of all work and satisfactory inspection, to be dated and signed by the person doing the installation, and returned to Cemetery Office to be placed with the records of the lot owner.

Forest Park East
Marker setting requirements
Effective November 15, 2008

Grass-level markers and memorials are to be installed in an excavation matching the length and width dimensions of the marker. Earth formed excavation should be the thickness of the marker plus (+) four (4) inches and filled with tamped or compacted stabilized sand mixture with cement/sand ratio of at least 1 part dry cement to 2 parts masonry sand. Dry installations are required.

Face of Marker to
be level with grade



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.

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: _____