

ANTELOPE VALLEY CEMETERY DISTRICT POLICIES – TERMS AND CONDITIONS

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The District Manager is responsible for the administration of these policies. The District Manager, Superintendent, and other authorized District personnel may enforce these policies and carry out their requirements within the scope of their assigned duties.

The District Manager and Superintendent may establish reasonable procedures, temporary restrictions, and operational controls necessary to protect visitors, employees, graves, memorials, District property, cemetery operations, and may temporarily restrict or close access to all or any portion of the cemetery when reasonably necessary for public safety, funeral services, interments, maintenance, construction, emergencies, weather conditions, special events, or other District operations.

CEMETERY GROUNDS & VISITOR CONDUCT POLICY

1. PURPOSE

The Antelope Valley Cemetery District ("District") operates Lancaster Cemetery as a public cemetery dedicated to the burial and memorialization of the deceased and the peaceful visitation of their families, loved ones, and members of the public. The purpose of this policy is to preserve the safety, dignity, security, and orderly operation of District property while maintaining Lancaster Cemetery as a welcoming place of remembrance. All persons entering District property are subject to this policy, other applicable District policies and regulations, posted notices and restrictions, and lawful directions issued by authorized District personnel.

2. CEMETERY HOURS AND ACCESS

Lancaster Cemetery is generally open to the public daily from sunrise to sunset, 365 days per year, unless otherwise posted or temporarily restricted by the District. Public entry or remaining on cemetery grounds after closing is prohibited unless expressly authorized by the District. Visitors shall not enter closed, restricted, service, maintenance, or active work areas without authorization and shall comply with gates, signs, barriers, cones, ropes, temporary closures, and other safety controls established by the District. Cemetery Office Schedule is generally Monday – Friday 8:00 A.M. to 4:30 P.M. however federal holidays, special events, and operations can affect this schedule. It is recommended that you call the office prior to visiting the Cemetery Office.

3. VISITOR CONDUCT

Visitors shall conduct themselves in a manner consistent with the peaceful and respectful use of cemetery grounds.

No person shall engage in conduct that:

- disrupts or interferes with a funeral, interment, memorial service, cemetery visitation, maintenance operation, or other District activity;
- threatens, intimidates, harasses, or abuses District employees, contractors, visitors, or other persons;
- creates an unreasonable safety hazard;
- damages or threatens cemetery property, graves, memorials, landscaping, equipment, or personal property;
- constitutes disorderly or unlawful conduct; or
- substantially interferes with the peaceful and orderly use of the cemetery.

Persons violating District policies or engaging in disruptive, threatening, unsafe, destructive, or unlawful conduct may be directed to leave District property and may be subject to additional enforcement as provided in this policy and by law.

4. CHILDREN AND RECREATIONAL ACTIVITIES

Children and minors shall remain under the appropriate supervision of a responsible adult while on cemetery grounds. Cemetery grounds are not recreational grounds. Sports, recreational games, skateboarding, rollerblading, recreational scooter use, and similar activities are prohibited unless specifically authorized by the District. Camping, sleeping, sunbathing, and other recreational use of cemetery grounds are prohibited.

Gatherings associated with cemetery visitation and remembrance shall be conducted in a manner that does not interfere with funerals, other visitors, or cemetery operations. Organized events or gatherings require prior District approval.

5. VEHICLES, ROADWAYS, AND PARKING

The maximum speed limit on cemetery grounds is **10 miles per hour**.

Vehicles shall remain on paved roadways and designated parking areas unless specifically directed or authorized by District personnel. Driving or parking on graves, lawns, walkways, landscaped areas, or other unauthorized areas is prohibited. Roadways, gates, driveways, fire hydrants, emergency access routes, and service areas shall always remain unobstructed. Vehicles remaining on cemetery grounds after closing, abandoned vehicles, or vehicles parked in violation of District rules may be subject to removal or towing as permitted by law and at the vehicle owner's expense.

6. SAFETY AND RESTRICTED AREAS

Visitors shall exercise reasonable care while on cemetery grounds and shall be mindful that cemetery property contains monuments, markers, lawn vases, irrigation equipment, wet surfaces, natural terrain, slopes, landscaping, maintenance equipment, and other conditions commonly associated with cemetery grounds. Visitors shall not enter barricaded, closed, restricted, or active work areas.

Visitors shall not climb upon, sit upon, deface, damage, misuse, or otherwise disturb monuments, memorials, walls, fences, structures, equipment, or other cemetery property.

All persons shall comply with temporary safety restrictions and directions issued by authorized District personnel.

7. PROTECTION OF CEMETERY PROPERTY AND MEMORIALS

The Antelope Valley Cemetery District has zero tolerance for vandalism, theft, defacement, illegal dumping, intentional damage, desecration, or other unlawful activity affecting cemetery property, graves, memorials, monuments, structures, landscaping, surrounding walls, equipment, or property placed in remembrance of the deceased. No person shall remove, alter, relocate, deface, damage, destroy, or take District property or property belonging to another person without authorization.

Suspected criminal activity occurring on District property **will be documented and reported to the appropriate law enforcement agency**. The District will cooperate with law enforcement and prosecuting authorities and will pursue available criminal and civil remedies when appropriate.

Persons who vandalize, deface, steal from, intentionally damage, desecrate, or illegally dump upon District property may be immediately removed from cemetery grounds and may be subject to restrictions on future access, trespass enforcement, restitution, civil remedies, and criminal penalties as permitted by law. Certain acts involving vandalism, defacement, destruction, or desecration of cemeteries, memorials, or other protected property may constitute criminal offenses, including felony offenses, under California law.

8. ILLEGAL DUMPING

Dumping or abandoning trash, debris, animal remains or carcasses, household waste, construction materials, furniture, appliances, or other unauthorized materials on District property is strictly prohibited. Suspected illegal dumping **will be documented and reported to the appropriate authorities**. The District will cooperate with enforcement agencies and pursue available remedies.

Ordinary trash generated during lawful cemetery visitation shall be placed in designated District trash receptacles.

9. GROUND DISTURBANCE

No person may dig, probe, excavate, metal detect, remove soil, insert objects into the ground, or otherwise disturb cemetery grounds without express authorization from the District.

Planting, removing, pruning, transplanting, altering, or otherwise modifying trees, shrubs, turf, flowers, landscaping, irrigation systems, or other vegetation or landscape improvements is prohibited without District authorization.

10. WILDLIFE AND NATURAL FEATURES

Visitors shall not capture, injure, remove, disturb, or otherwise interfere with wildlife, birds, nests, or other natural features located on cemetery property.

Visitors shall not damage, handle, remove, or interfere with irrigation equipment, maintenance materials, landscaping, or other District property.

11. FIRE, ALCOHOL, AND PROHIBITED SUBSTANCES

Open flames, including candles and other flame-producing devices, are prohibited on cemetery property unless expressly authorized by the District under conditions established for their safe use.

The consumption of alcoholic beverages and the possession or use of illegal substances on cemetery grounds are prohibited.

12. WEAPONS

Weapons, replica weapons, and toy weapons are prohibited on cemetery grounds except as otherwise permitted or protected by applicable law or specifically authorized for an approved ceremonial or official purpose. This section shall be administered consistent with applicable federal, state, and local law.

13. NOISE AND AMPLIFIED SOUND

Noise, music, amplified sound, loudspeakers, shouting, or other activity shall not unreasonably disturb funeral or memorial services, cemetery visitors, District operations, or the peaceful use of cemetery grounds. The use of amplified sound equipment may require prior District approval.

14. PHOTOGRAPHY, FILMING, AND COMMERCIAL ACTIVITY

Personal photography associated with lawful cemetery visitation and remembrance is permitted provided it does not interfere with funeral services, other visitors, cemetery operations, or restricted areas.

Commercial photography, commercial filming, vending, advertising, solicitation, or other commercial use of District property requires prior District authorization.

The use of drones or other unmanned aircraft from, upon, or over District property is prohibited except as authorized by the District and permitted by applicable law.

The District may establish reasonable restrictions concerning organized activities, distribution of materials, demonstrations, campaigning, or similar activities consistent with applicable law and the cemetery's purpose, operations, safety requirements, and the rights of cemetery visitors.

15. FUNERAL SERVICES AND CEMETERY OPERATIONS

No person shall obstruct, disrupt, delay, interfere with, or enter an active funeral service, interment, disinterment, maintenance operation, work area, or other District activity without authorization.

Visitors shall yield to funeral processions, cemetery equipment, maintenance vehicles, and other authorized District operations as directed by District personnel.

Specific requirements governing funeral services, interments, disinterments, scheduling, and related activities are established separately by the District's applicable interment and funeral service policies and procedures.

16. PERSONAL PROPERTY

Visitors are responsible for their personal belongings while on cemetery grounds.

The District does not guarantee the security of personal property brought onto or left on District property and is not responsible for lost, stolen, damaged, or abandoned personal belongings except as otherwise required by law. Flowers, grave decorations, memorial markers, and other memorialization items are governed by separate District policies.

17. COMPLIANCE WITH DISTRICT PERSONNEL

All persons entering District property shall comply with posted notices, signs, gates, barriers, cones, ropes, temporary closures, and lawful instructions issued by authorized District personnel.

Failure to comply with a lawful direction intended to protect public safety, cemetery property, funeral services, visitors, employees, or District operations may result in removal from District property and other enforcement as permitted by law.

18. ENFORCEMENT

The District Manager and authorized District personnel are responsible for enforcing this policy.

Depending upon the nature and severity of a violation, the District may take appropriate action including issuing a warning, directing a person to cease prohibited conduct, requiring a person to leave District property, documenting the incident, contacting law enforcement or other appropriate authorities, seeking restitution or other civil remedies, and pursuing trespass or other enforcement remedies available by law.

Criminal activity, vandalism, theft, intentional property damage, desecration, threats of violence, and illegal dumping will be reported to the appropriate law enforcement or enforcement agency.

Nothing in this policy limits the District's authority to take immediate action when reasonably necessary to protect persons, graves, memorials, property, funeral services, or cemetery operations.

CEMETERY FLOWERS & DECORATIONS POLICY

1. PURPOSE

The Antelope Valley Cemetery District ("District") recognizes that flowers and memorial decorations are meaningful expressions of remembrance and are an important part of cemetery visitation.

The purpose of this policy is to allow families and visitors reasonable opportunities to decorate graves and memorial spaces while protecting public safety, preserving cemetery property, supporting grounds maintenance, and maintaining the respectful appearance and orderly operation of Lancaster Cemetery.

2. AUTHORITY AND ADMINISTRATION

All flowers, decorations, memorial items, and other objects placed on cemetery property are subject to this policy and to removal by authorized District personnel as provided herein.

Placement of an item on cemetery property does not create a permanent right to maintain that item in place.

3. FLOWERS AND MEMORIAL DECORATIONS

Flowers and appropriate memorial decorations may be placed at graves and other authorized memorial locations in accordance with this policy.

Fresh-cut flowers are encouraged.

Flowers and decorations shall be placed only in approved locations and in a manner that does not:

- create a safety hazard;
- interfere with mowing, trimming, irrigation, funeral services, interments, or other cemetery operations;
- obstruct roadways, walkways, access routes, or neighboring graves;

- damage turf, landscaping, memorial markers, cemetery equipment, or other property; or
- extend beyond the area reasonably associated with the grave or memorial being decorated.

The District may establish additional placement requirements for particular burial sections, memorial types, or cemetery facilities when necessary because of their design or maintenance requirements.

4. PROHIBITED ITEMS

Items that create a safety hazard, interfere with cemetery maintenance or operations, damage cemetery property, or are otherwise inconsistent with this policy are prohibited.

Prohibited items include, but are not limited to:

- fencing, borders, edging, or other enclosures around graves;
- potted plants and plant stands;
- decorative bridges or similar structures;
- balloons;
- spinners or similar moving decorations;
- solar lights;
- statues; and
- decorations or containers constructed of glass, ceramic, metal, or other materials that may break, create sharp edges, become projectiles, damage maintenance equipment, or otherwise create a hazard.

The District Manager may prohibit or require removal of additional items when their material, condition, size, placement, construction, or use creates a safety concern, interferes with cemetery operations, damages property, or substantially interferes with the maintenance or peaceful use of cemetery grounds.

5. CONDITION OF DECORATIONS

Flowers and decorations shall be maintained in a condition appropriate for cemetery grounds.

Regardless of whether an item would ordinarily be permitted, District personnel may remove an item at any time if it:

- becomes wilted, deteriorated, broken, damaged, or unsightly;
- creates or develops a safety hazard;
- interferes with mowing, trimming, irrigation, funeral services, interments, or maintenance operations;
- obstructs access to a grave, memorial, walkway, roadway, or cemetery facility;
- damages or threatens to damage cemetery property; or
- is otherwise prohibited by this policy.

The District is not required to wait until a scheduled cleanup date to remove an item presenting an immediate safety, maintenance, or operational concern.

6. SCHEDULED CEMETERY CLEANUP

The District shall establish and publish a regular cemetery cleanup schedule.

On scheduled cleanup dates, District personnel may remove flowers, decorations, and other items from graves and memorial areas in order to permit thorough grounds maintenance and cemetery cleanup.

Families and visitors who wish to retain decorations or personal items are responsible for removing them **before the scheduled cleanup date**. Items remaining on cemetery grounds at the time cleanup begins may be removed and discarded by District personnel. The District is not required to store, inventory, preserve, or return decorations removed during a scheduled cemetery cleanup.

Cleanup schedules may be temporarily modified by the District Manager when necessary, because of holidays, funeral schedules, weather, emergencies, special events, operational needs, or other circumstances. Current cleanup dates and seasonal exceptions shall be published separately by the District and do not require amendment of this policy.

7. REMOVAL OUTSIDE SCHEDULED CLEANUP DATES

Nothing in the District's cleanup schedule guarantees that a decoration will remain in place until the next scheduled cleanup date.

District personnel may remove flowers, decorations, or other objects at any time when necessary for:

- public or employee safety;
- funeral or interment operations;
- mowing, trimming, irrigation, repairs, or other grounds maintenance;
- access to graves, memorials, roadways, walkways, or cemetery facilities;
- protection of cemetery property;
- compliance with this policy; or
- emergency or other operational needs.

When practical, District personnel may temporarily relocate permitted decorations during cemetery operations. The District does not guarantee that items will be returned to their original location.

8. PLANTING AND LANDSCAPING

No person may plant, seed, cultivate, transplant, remove, prune, trim, alter, or otherwise modify trees, shrubs, flowers, turf, landscaping, or other vegetation on District property without prior District authorization. Plants, trees, shrubs, flowers, or other vegetation placed or planted without authorization may be removed by District personnel. All cemetery landscaping, irrigation, vegetation management, and grounds-maintenance decisions remain under the authority of the District.

9. SPECIAL COMMEMORATIVE ITEMS AND EXCEPTIONS

The District Manager may authorize reasonable temporary exceptions to this policy for holidays, anniversaries, birthdays, funeral services, District programs, community commemorations, cultural observances, or other appropriate memorial purposes. An authorized temporary exception does not create a permanent right or establish an exception for other graves, memorials, persons, or occasions.

The District may establish a specific period during which an authorized commemorative item may remain in place. District-issued or District-authorized commemorative markers, flags, tags, or similar items may be identified in a manner that informs cemetery personnel that the item is temporarily exempt from routine removal.

10. COLUMBARIA AND CREMATION MEMORIAL AREAS

Flowers and decorations placed near columbaria, niches, or other cremation memorial areas shall comply with any placement requirements established by the District for those facilities.

No decoration, ornament, hook, bracket, adhesive, tape, sticker, fixture, or other item may be attached to a niche front, columbarium surface, plaque, wall, or structure unless specifically authorized by the District. Items placed in walkways, on top of structures, or in locations that interfere with access, maintenance, or neighboring memorial spaces may be removed.

11. MEMORIAL MARKERS AND PERMANENT MEMORIALIZATION

Nothing in this policy authorizes visitors to attach decorations, fixtures, permanent objects, or other materials to memorial markers or headstones in a manner prohibited by District memorialization requirements.

Permanent memorial markers, headstones, memorial installations, flower vases, Memorial Trees, memorial bricks, and other permanent forms of memorialization are governed by the District's **Memorialization Policy** and applicable District standards.

12. LOSS, THEFT, DAMAGE, AND PERSONAL PROPERTY

Flowers, decorations, and personal items are placed on cemetery property at the owner's risk.

The District does not guarantee the security, condition, preservation, or continued placement of any flower, decoration, or personal item left on cemetery grounds.

The District is not responsible for loss, theft, vandalism, weather damage, deterioration, wildlife damage, maintenance-related damage, or removal of flowers, decorations, or personal property except as otherwise required by law. Theft, vandalism, intentional damage, or unauthorized removal of property belonging to another person is prohibited and is subject to enforcement under the District's **Cemetery Grounds & Visitor Conduct Policy**.

13. ABANDONED AND REMOVED ITEMS

Flowers, decorations, and other items removed pursuant to this policy may be discarded by the District.

Unless the District expressly establishes a different procedure for a particular circumstance, removed decorations shall not be considered property held for safekeeping by the District. Visitors should not place irreplaceable, valuable, or highly sentimental personal property on cemetery grounds.

14. DISTRICT OPERATIONS TAKE PRIORITY

The placement of flowers and decorations is a privilege of cemetery visitation and shall not interfere with the District's responsibility to operate and maintain the cemetery.

Funeral services, interments, disinterments, public safety, grounds maintenance, irrigation, repairs, construction, accessibility, and other necessary District operations take priority over the continued placement of flowers and decorations. District personnel may move or remove items when reasonably necessary to perform these functions.

15. COMPLIANCE AND ENFORCEMENT

Visitors shall comply with this policy, posted notices, cemetery cleanup schedules, and lawful instructions issued by authorized District personnel. Repeated or intentional violations of this policy, including repeatedly replacing prohibited items after notice or removal, may result in additional enforcement consistent with the District's Cemetery Grounds & Visitor Conduct Policy and applicable law.

Nothing in this policy limits the District's authority to immediately remove an item when necessary to protect persons, property, graves, memorials, or cemetery operations.

MEMORIALIZATION POLICY

1. PURPOSE

The Antelope Valley Cemetery District ("District") recognizes memorialization as an important and lasting expression of remembrance.

The purpose of this policy is to establish clear and consistent requirements for memorial markers, headstones, monuments, flower vases, memorial installations, and other permanent forms of memorialization within Lancaster Cemetery.

These requirements are intended to protect the dignity of individual memorials, preserve the orderly appearance and long-term maintainability of cemetery grounds, protect public and employee safety, and ensure that memorial installations are appropriate for the burial space and cemetery section in which they are placed.

2. AUTHORITY AND ADMINISTRATION

The District Manager is responsible for the administration of these policies and may establish reasonable administrative procedures, technical specifications, installation requirements, and memorial standards consistent with these policies. The District Manager and the Superintendent are responsible for the enforcement of these policies. All permanent memorialization within Lancaster Cemetery is subject to District approval and applicable District standards. Approval of a memorial does not convey ownership of cemetery land or authorize any use of cemetery property beyond the rights associated with the applicable interment right and District policies.

3. PURCHASE OF MEMORIAL MARKERS AND HEADSTONES

The Antelope Valley Cemetery District does not sell memorial markers, monuments, or headstones. Families may purchase a memorial marker or headstone from a monument company or vendor of their choosing, provided the proposed memorial complies with all applicable District requirements.

The District does not endorse or guarantee the products, workmanship, warranties, representations, or services of private monument companies or vendors.

Families are strongly encouraged to verify District requirements **before ordering or purchasing a memorial**. The District is not responsible for costs incurred when a memorial is ordered, manufactured, engraved, delivered, or otherwise purchased before District requirements have been verified.

4. MEMORIAL APPROVAL

All memorial markers, headstones, monuments, and other permanent memorial installations must comply with District requirements concerning type, size, dimensions, material, design, placement, foundation, and installation.

Requirements may vary according to:

- cemetery section;
- burial-space type;
- lot configuration;
- number and type of interments;
- available space;
- existing memorialization;
- maintenance requirements; and
- other physical or operational conditions affecting the burial space.

The District may require information, drawings, dimensions, photographs, specifications, or other documentation necessary to determine whether a proposed memorial complies with District requirements. A memorial that does not comply with applicable District requirements shall not be installed unless an authorized exception has been approved by the District.

5. MEMORIAL MARKER STANDARDS

The District may establish and maintain administrative **Memorial Marker Standards** identifying approved marker types, dimensions, materials, foundations, installation specifications, and other technical requirements for particular cemetery sections and burial-space types.

Memorial Marker Standards may be updated administratively when necessary to address cemetery design, safety, maintenance, burial configurations, new memorial products, or other operational conditions, provided such standards remain consistent with this policy.

Families and monument vendors are responsible for obtaining current requirements from the District before ordering a memorial.

6. UPRIGHT AND STANDING MONUMENTS

Upright or standing headstones and monuments require prior approval from the District Manager. Upright memorials are permitted only in cemetery sections, lots, or burial spaces determined by the District to be suitable for such memorialization.

Approval may consider available space, neighboring graves and memorials, foundation requirements, cemetery design, safety, maintenance access, irrigation, visibility, and other site conditions.

No person should order, manufacture, deliver, or attempt to install an upright monument based solely upon the presence of other upright monuments in the surrounding area.

Existing memorialization does not, by itself, establish that the same type, size, or design is currently permitted on another burial space.

7. BRONZE MEMORIAL MARKERS

Bronze memorial markers shall be installed in concrete and shall comply with applicable District standards concerning dimensions, foundations, placement, and installation.

8. INSTALLATION OF MEMORIALS

All memorial markers, headstones, monuments, and related permanent memorial installations shall be installed exclusively by District personnel or by persons specifically authorized by the District.

Private monument companies, contractors, family members, and other persons shall not install, set, reset, remove, relocate, or otherwise perform work upon a permanent memorial without District authorization.

Delivery of a memorial to Lancaster Cemetery does not constitute approval for installation.

The District may refuse delivery or installation of a memorial that does not comply with District requirements

9. PLACEMENT AND ORIENTATION

The District shall determine the final placement, orientation, alignment, elevation, foundation location, and installation method of memorial markers and monuments.

Memorials shall be installed within the area designated by the District for the applicable burial space and shall not encroach upon neighboring graves, walkways, roadways, landscaped areas, utilities, irrigation facilities, or other cemetery property.

Families and vendors shall not independently mark, stake, excavate, or determine the installation location of a memorial.

10. FLOWER VASES

A maximum of two (2) approved in-ground flower vases may be installed per burial space unless otherwise authorized by the District.

In-ground flower vases shall be obtained through the District and installed by District personnel.

The District shall determine the appropriate placement of flower vases based upon the memorial, burial-space configuration, cemetery section, maintenance requirements, and site conditions.

Decorative containers and temporary flower arrangements are separately governed by the District's Cemetery Flowers & Decorations Policy.

11. CARE AND MAINTENANCE OF MEMORIALS

The District maintains the cemetery grounds; however, the cleaning, preservation, and ordinary care of privately purchased memorial markers, headstones, and monuments are the responsibility of the family or person having lawful authority over the memorial.

The District does not guarantee that memorials will remain free from normal weathering, staining, discoloration, settling, mineral deposits, irrigation exposure, environmental conditions, or other effects associated with outdoor cemetery placement. Grounds maintenance performed by the District does not constitute a guarantee of individual cleaning, polishing, restoration, or preservation of privately owned memorials.

12. CLEANING, ALTERATION, AND REPAIR

No person may clean, paint, polish, engrave, alter, modify, repair, reset, remove, or otherwise perform work upon a memorial belonging to another family without authorization from the District and the person having lawful authority over the memorial, as applicable. Families wishing to perform significant repair, alteration, restoration, or modification of a memorial shall contact the District before beginning work. The District may prohibit any cleaning, repair, chemical treatment, equipment, or method that may damage the memorial, surrounding turf, landscaping, irrigation systems, neighboring memorials, or other cemetery property.

13. DAMAGED, UNSAFE, OR DETERIORATED MEMORIALS

When a memorial becomes broken, unstable, hazardous, severely deteriorated, or otherwise presents a risk to persons, property, or cemetery operations, the District may take reasonable action necessary to protect public and employee safety. Such action may include temporarily securing, laying down, restricting access to, removing, or relocating the memorial until appropriate repair or replacement can be arranged.

When practical, the District will attempt to contact the person having lawful authority over the memorial before non-emergency corrective action is taken. Nothing in this section prevents the District from taking immediate action when a memorial presents an urgent safety hazard. Responsibility for the cost of repair or replacement of a privately owned memorial shall remain with the family or responsible party unless otherwise required by law or expressly accepted by the District.

14. REPLACEMENT OR REMOVAL OF MEMORIALS

Replacement, removal, relocation, or substantial modification of an existing memorial requires prior District authorization. The District may require documentation demonstrating that the person requesting the change has lawful authority to authorize removal, replacement, or alteration of the memorial. All removal, resetting, and reinstallation work shall be performed by District personnel or persons specifically authorized by the District. Applicable fees may apply.

15. UNAUTHORIZED MEMORIALS AND INSTALLATIONS

No person may place or install an unauthorized permanent marker, monument, plaque, structure, border, foundation, or other permanent memorial object on cemetery property.

The District may remove, decline to install, or require correction of memorialization that:

- was installed without authorization;
- does not comply with District standards;
- encroaches upon another burial space or cemetery property;
- creates a safety or maintenance concern; or
- has been altered in violation of this policy.

The District Manager shall determine the appropriate corrective action based upon the circumstances.

16. INSCRIPTIONS, EMBLEMS, AND DESIGNS

Families retain significant discretion in choosing inscriptions, artwork, emblems, photographs, and other memorial design elements, subject to applicable law and reasonable District requirements concerning the physical memorial and cemetery operations.

The District may review proposed memorial designs when necessary to confirm compliance with size, material, placement, construction, safety, or other applicable District standards. Nothing in this section authorizes the District to alter memorial inscriptions or designs without lawful authority.

17. MEMORIAL TREES

Memorial Trees may be offered through programs established by the District.

The District shall determine approved tree species, planting locations, installation methods, plaques or identification, and other program requirements. Purchase or sponsorship of a Memorial Tree does not convey ownership of the tree, planting area, surrounding land, or cemetery landscaping.

All planting, pruning, irrigation, maintenance, removal, and replacement decisions concerning Memorial Trees remain under District control. Program availability, pricing, and administrative details may be established separately by the District.

18. MEMORIAL BRICKS AND OTHER DISTRICT MEMORIAL PROGRAMS

The District may offer memorial bricks and other commemorative programs separate from grave markers and headstones. Placement, design, availability, pricing, inscriptions, and other requirements for such programs may be established administratively by the District.

Participation in a District memorial program does not create ownership of cemetery land or a permanent right to a particular location except as expressly provided by the terms of the applicable program.

19. DECORATIONS ATTACHED TO MEMORIALS

Temporary flowers and decorations are governed by the District's **Cemetery Flowers & Decorations Policy**. No person may permanently attach fixtures, containers, ornaments, adhesives, hardware, or other objects to a memorial marker, headstone, niche, columbarium, or other memorial structure except as permitted by District standards or specifically authorized by the District.

20. DISTRICT OPERATIONS AND MEMORIAL ACCESS

The District may temporarily access, cover, protect, remove, reset, or otherwise work around a memorial when reasonably necessary to conduct an interment, disinterment, funeral service, maintenance activity, irrigation repair, construction project, safety operation, or other authorized cemetery work.

When practical, District personnel shall exercise reasonable care to protect existing memorials during cemetery operations. Nothing in this policy guarantees uninterrupted physical access to a memorial during an active funeral, maintenance operation, construction project, emergency, or temporary closure.

21. EXCEPTIONS

The District Manager may approve reasonable exceptions to administrative memorial standards when warranted by unusual burial-space configurations, historic conditions, existing memorialization, accessibility needs, safety considerations, or other circumstances consistent with the purpose of this policy. An exception granted for one memorial or burial space does not establish a precedent or entitlement to the same exception elsewhere in the cemetery. Exceptions that would materially depart from Board-adopted policy may be referred to the Board of Trustees for consideration.

INTERMENT & FUNERAL SERVICES POLICY

1. PURPOSE

The Antelope Valley Cemetery District ("District") is committed to providing interment and funeral services in a respectful, compassionate, safe, and orderly manner.

The purpose of this policy is to establish consistent requirements for scheduling, funeral services, interments, inurnments, committal services, opening and closing of graves, late arrivals, disinterments, and related cemetery operations at Lancaster Cemetery.

This policy is intended to provide families, funeral establishments, clergy, service providers, and District personnel with clear expectations while preserving the District's ability to safely and efficiently operate the cemetery.

2. AUTHORITY AND ADMINISTRATION

The District Manager is responsible for the administration of these policies and may establish administrative procedures, forms, scheduling practices, operational standards, and staff procedures consistent with these policies. The District Manager and the Superintendent are responsible for the enforcement of these policies.

The District shall determine the manner in which cemetery operations are conducted, including grave preparation, service setup, lowering, closing, equipment placement, traffic control, safety restrictions, and grounds restoration.

District personnel have authority over cemetery operations occurring on District property.

3. AUTHORIZATION FOR INTERMENT

No interment, inurnment, entombment, disinterment, reinterment, or other disposition of human remains may occur within Lancaster Cemetery without authorization from the District and compliance with applicable law and District requirements.

Before an interment is scheduled or performed, the District may require documentation necessary to establish:

- the identity of the decedent;
- the identity of the legal authority for disposition;
- the applicable interment right;
- authorization to use the burial space;
- required permits or disposition documentation;
- funeral establishment information, when applicable;
- payment or approved payment arrangements; and
- any other information reasonably necessary to lawfully and accurately perform the interment.

The District may postpone an interment when required documentation, authorization, payment, or other necessary arrangements have not been completed.

4. VERIFICATION OF BURIAL LOCATION

The District shall verify the burial space designated for an interment before the grave is opened or the interment occurs.

The District may use cemetery maps, records, physical site conditions, existing memorials, field measurements, burial records, and other available information when verifying a burial location.

If a designated burial space cannot safely or lawfully accommodate the intended interment, the matter shall be handled in accordance with applicable District policy, contractual rights, and authorization procedures.

District employees shall follow applicable internal verification procedures before approving a burial location for preparation.

5. SCHEDULING OF INTERMENTS AND SERVICES

All interments and funeral services must be scheduled through the District Office.

The District's **regular service times** are **Monday – Friday, 9:30 a.m., 10:30 a.m., and 1:00 p.m.** Families and funeral homes may select from the available regular service times for the requested date.

During periods when the District's **Extreme Heat Schedule** or another alternate operational schedule is in effect, services shall be limited to the times established under that schedule.

A requested date or time is not confirmed until accepted by the District. The availability of a particular service time may depend upon previously scheduled services, staffing, cemetery operations, holidays, weather, safety requirements, and other operational considerations.

The District may limit the number, type, or timing of services performed on a particular day to provide safe and appropriate cemetery operations.

District staff are authorized to provide the service dates and times available for scheduling. When a requested date or time is unavailable, staff are not authorized to provide detailed explanations regarding the District's internal staffing, operational procedures, or other internal considerations. This includes information regarding the number or timing of other services scheduled for that day, staffing assignments, the time required for grave preparation or closing, or whether cemetery operations could be adjusted or expedited to accommodate the requested service time.

Staff may provide general information regarding established District schedules, policies, weather-related restrictions, and service availability. The District's determination that a particular service date or time is unavailable is not subject to negotiation based upon internal operational circumstances.

6. WEATHER, HEAT, AND UNSAFE CONDITIONS

The District may modify, postpone, restrict, or reschedule funeral services and cemetery operations when weather, excessive heat, wind, flooding, unsafe ground conditions, air quality, emergencies, or other conditions create an unreasonable risk to visitors or employees or materially interfere with cemetery operations. The District Manager may establish seasonal or temporary service schedules based upon such conditions. When extreme heat or other foreseeable seasonal conditions require modified service hours, the District may establish restricted service windows and reasonable exceptions based upon the type of interment and operational conditions.

7. FUNERAL ESTABLISHMENT REQUIREMENTS

A licensed funeral establishment or other legally authorized funeral service provider shall be present when required by law or District requirements.

Full-casket interments shall be coordinated through an appropriate funeral establishment or other legally authorized provider.

Cremated remains may be accepted for interment or inurnment without the presence of a funeral establishment when permitted by law and District procedures and when all required documentation and authorizations have been completed.

Funeral establishments and service providers shall comply with District scheduling requirements, cemetery traffic controls, service-time requirements, safety instructions, and directions issued by District personnel.

8. FUNERAL AND COMMITMENT SERVICE TIME

Unless otherwise authorized by the District, funeral and committal services at the graveside are scheduled for a maximum period of **one (1) hour**.

The scheduled service period includes the time reasonably necessary for the funeral procession to arrive and assemble, conduct the graveside or committal service, and conclude the family's use of the immediate service area.

Families and funeral establishments are expected to plan services accordingly.

The District Manager may authorize additional time when operationally feasible or when circumstances warrant an exception.

9. LATE ARRIVALS

Funeral establishments and families are expected to arrive at the scheduled time.

A late arrival does not automatically extend the scheduled service period or require the District to delay subsequent funeral services, interments, employee assignments, maintenance operations, or cemetery closing. District personnel will make reasonable efforts to accommodate a delayed service when cemetery operations permit. When a delay materially affects cemetery operations, the District may shorten the remaining graveside service period, modify the service, reschedule portions of the service, or take other reasonable action necessary to maintain cemetery operations.

10. GRAVESIDE SETUP

The District shall determine the standard graveside setup provided for funeral and committal services. Standard setup may include a canopy and limited graveside seating as determined by District practices, site conditions, weather, burial location, accessibility, and safety.

Additional equipment, seating, decorations, structures, tents, sound equipment, or other service arrangements require prior District approval.

The District may modify or decline a requested setup when necessary because of weather, ground conditions, available space, employee safety, neighboring graves, cemetery operations, or other site conditions.

11. CONDUCT DURING FUNERAL SERVICES

Families and visitors shall be given reasonable privacy and opportunity to conduct a respectful funeral or committal service within the scheduled service period.

Persons attending services shall comply with District policies and directions issued by District personnel concerning safety, vehicles, cemetery equipment, restricted areas, and cemetery operations.

No person may interfere with District equipment, grave-lowering devices, grave coverings, excavation equipment, vault equipment, or other cemetery operational equipment without authorization.

12. LOWERING, CLOSING, AND CONCLUSION OF THE SERVICE

The District shall determine when the public portion of an interment service has concluded and when cemetery operational activities may begin.

Full-Casket Ground Interments

For full-casket ground interments, visitors are **not permitted to witness the closing of the grave.**

Following completion of the graveside service and lowering of the casket, District personnel must remove the canopy, lowering device, seating, and other graveside equipment and bring heavy equipment into the burial area to close and restore the grave.

Before these operations begin, **all members of the public, including funeral attendees and other cemetery visitors, shall exit the cemetery grounds when directed by District personnel.**

Requiring visitors to leave the cemetery, rather than remain in a designated observation area, is necessary because grave-closing operations involve heavy equipment, moving vehicles, restricted work areas, and limited roadway and operational space within Lancaster Cemetery. The District does not provide public observation areas for full-casket grave-closing operations.

Visitors shall not remain elsewhere on cemetery grounds to observe or wait for completion of the grave closing. Cemetery Staff will direct visitors to return to the grave site after 4:30 P.M. that day.

Cremation Interments and Niches

Because cremation interments and the opening and closing of niches do not ordinarily require the same heavy-equipment operations as full-casket ground interments, authorized family members and visitors may be permitted to remain present during these activities when the District determines that it is safe and operationally appropriate.

The District may nevertheless restrict or require visitors to leave any area when necessary for safety, equipment operation, cemetery access, or other operational needs.

District Authority

District personnel shall determine when an interment area or cemetery grounds must be cleared for operational purposes. All visitors shall comply with directions to leave or remain outside a restricted area. Public access shall not take priority over employee safety, equipment operations, grave closing, or other necessary cemetery work.

13. OPENING AND CLOSING OF GRAVES

All opening and closing of graves, niches, or other District interment locations shall be performed by District personnel or persons specifically authorized by the District.

The District shall determine excavation methods, grave dimensions, equipment placement, soil handling, vault or liner placement, lowering procedures, backfilling, compaction, restoration, and other operational requirements.

Families, funeral establishments, monument companies, contractors, and visitors shall not excavate, enter, close, backfill, or otherwise perform work upon an open grave without District authorization.

Witnessing the opening and closing of a grave is not permitted.

14. CASKETS, URNS, AND CONTAINER COMPATIBILITY

Caskets, urns, and other containers used for interment or inurnment must be compatible with the burial space, outer burial container, niche, or other location in which the remains will be placed.

For full-casket interments, the District shall obtain or verify the dimensions of the casket sufficiently in advance of the scheduled interment to confirm that the casket can be accommodated by the applicable outer burial container and burial space.

For cremation interments and inurnments, the District shall obtain or verify the dimensions of the urn or other cremated-remains container sufficiently in advance of the scheduled interment to confirm that it can be accommodated by the applicable burial space, niche, or other interment location.

Funeral establishments, families, or other persons making arrangements shall provide accurate container dimensions and other information reasonably requested by the District for this purpose.

The District may require additional information concerning unusually sized, shaped, or constructed caskets, urns, or other containers when necessary to verify compatibility.

If the District determines that a casket, urn, or other container cannot be safely or properly accommodated by the applicable outer burial container, burial space, niche, or other interment location, the interment shall not proceed until an acceptable arrangement has been made.

The District shall not be required to alter, damage, remove, or compromise an existing outer burial container, niche, cemetery structure, or burial space in order to accommodate an incompatible casket, urn, or other container.

Nothing in this section is intended to restrict a family's lawful choice of casket, urn, outer burial container, or other funeral merchandise. The purpose of advance verification is to ensure that the selected container is physically compatible with the intended interment location before the scheduled service.

15. MULTIPLE AND DOUBLE-DEPTH INTERMENTS

Where a burial space is designated and approved for multiple or double-depth interment, each interment shall be performed in accordance with the applicable interment right, District records, burial-space configuration, and District requirements.

The existence of a prior interment does not by itself establish authority for an additional interment. Before a subsequent interment occurs, the District shall verify the applicable burial rights, available capacity, physical conditions, and required authorizations.

16. CREMATED REMAINS

Interment or inurnment of cremated remains shall occur only in locations approved by the District and in accordance with the applicable interment right and District requirements.

The District may establish requirements concerning urn dimensions, number of cremated remains permitted within a burial space or niche, placement, identification, and documentation.

No person may bury, scatter, place, or otherwise dispose of cremated human remains anywhere on District property without prior District authorization.

17. DISINTERMENT AND REINTERMENT

No disinterment or removal of human remains shall occur without prior District approval, required legal authorization, applicable permits, payment of required fees, and compliance with District procedures.

The District may require documentation establishing the requesting person's legal authority to authorize the disinterment.

Disinterments shall be scheduled and conducted under the direction of the District.

For safety, privacy, dignity, and operational reasons, the District may restrict access to the disinterment area and establish conditions concerning attendance, timing, equipment, funeral establishment participation, and reinterment.

District employees shall follow the District's applicable disinterment procedures and documentation requirements.

18. CEMETERY OPERATIONS AND SAFETY

Public and employee safety shall take priority during grave preparation, funeral setup, lowering, closing, disinterment, equipment operation, and gravesite restoration.

The District may establish temporary barriers, close roads or sections, relocate visitors or vehicles, restrict access, or take other reasonable measures necessary to safely conduct an interment or related cemetery operation.

Visitors shall comply with directions issued by District personnel while cemetery operations are underway.

19. RESTORATION OF GRAVESITES

Following an interment, the District shall restore the gravesite as part of its regular cemetery operations.

Restoration may occur in stages and may be affected by weather, soil settlement, irrigation, turf conditions, funeral schedules, staffing, seasonal growth, and other operational circumstances.

Temporary settling or visible evidence of recent excavation does not necessarily indicate that restoration is complete.

The District may perform additional filling, leveling, seeding, turf repair, or other maintenance as conditions require.

20. FLOWERS, DECORATIONS, AND MEMORIALIZATION

Flowers and temporary graveside decorations are governed by the District's **Cemetery Flowers & Decorations Policy**.

Memorial markers, headstones, monuments, flower vases, and permanent memorial installations are governed by the District's **Memorialization Policy**.

Funeral Service Flowers

Flowers and floral arrangements used during a funeral or graveside service may be left at the gravesite following the service, provided they do not create a safety or operational concern.

Funeral service flowers are temporary and will be removed and discarded by District personnel no later than the next scheduled cemetery flower and decoration removal date. Flowers may be removed sooner if they become wilted, deteriorated, unsightly, hazardous, or interfere with cemetery maintenance, irrigation, interment operations, or access.

The District does not store, hold, preserve, or set aside funeral service flowers for later retrieval.

Families who wish to keep funeral flowers, ribbons, cards, keepsakes, floral pieces, or other items from the service should remove those items **before leaving the graveside service**.

Because cut flowers and floral arrangements may deteriorate rapidly when left outdoors, the District recommends that families take any flowers or items they wish to preserve immediately following the service.

Funeral establishments and families are encouraged to distribute funeral flowers among family members or remove desired arrangements at the conclusion of the service.

Any funeral flowers or related items left at the gravesite are considered temporary cemetery decorations and are thereafter subject to the District's **Cemetery Flowers & Decorations Policy**.

21. FEES AND PAYMENT

Interment, opening and closing, disinterment, installation, and other applicable cemetery fees shall be established separately by the District.

Required fees must be paid, or an authorized payment arrangement must be completed, in accordance with the District's applicable **At-Need and Pre-Need Payment Policy** and contractual requirements.

Nothing in this policy modifies the terms of an applicable purchase agreement, payment agreement, or Board-adopted fee schedule.

22. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The District Manager may authorize reasonable exceptions to administrative scheduling or operational procedures when warranted by unusual circumstances, provided the exception is lawful, safe, operationally feasible, and consistent with the purpose of this policy.

An exception granted in one circumstance does not create an entitlement to the same exception in another circumstance.

Matters requiring Board approval under law, contract, District policy, or prior Board action shall be referred to the Board of Trustees.

23. COMPLIANCE

Families, visitors, funeral establishments, contractors, vendors, clergy, and other persons participating in or assisting with cemetery services shall comply with this policy, applicable District policies and procedures, and lawful instructions issued by authorized District personnel.

Conduct that threatens safety, disrupts funeral or cemetery operations, damages property, or otherwise violates District requirements may be addressed pursuant to the District's **Cemetery Grounds & Visitor Conduct Policy**.

UNSUITABLE BURIAL LOCATIONS POLICY

If, prior to an interment, the District determines that a previously assigned burial space is unsuitable for its intended use due to physical conditions, safety concerns, conflicts with existing interments, utilities, infrastructure, surveying discrepancies, changes in site conditions, or other operational circumstances not reasonably known at the time of purchase, the District may designate a comparable replacement burial space.

Whenever practical, the District shall notify and consult with the interment rights holder or the person authorized to control disposition regarding the replacement burial space prior to the interment. When immediate action is necessary to avoid delaying a scheduled interment or to protect public safety, cemetery personnel, adjacent interments, or cemetery infrastructure, the General Manager may designate a comparable replacement burial space without prior authorization, provided that the affected family or authorized party is notified as soon as practicable.

A replacement burial space shall be of comparable type, size, location, and value whenever reasonably available and shall be provided without additional cost to the interment rights holder.

Nothing in this policy authorizes the disinterment, removal, or relocation of human remains following an interment except as otherwise permitted by applicable law.

Implementation of this policy shall not supersede any Board approval requirements established elsewhere in District policy, including the purchase or buy-back of interment rights when applicable.

WEATHER SAFETY SCHEDULING POLICY

Purpose

The Antelope Valley Cemetery District is committed to protecting the health, safety, and well-being of families, guests, funeral professionals, clergy, volunteers, and District employees participating in outdoor graveside services and ceremonies.

Due to the extreme summer temperatures regularly experienced in the Antelope Valley, the District has established seasonal scheduling practices designed to reduce exposure to excessive heat and minimize the risk of heat-related illness.

Policy

During designated summer heat periods, outdoor graveside services and ceremonies shall be scheduled during morning hours only. Outdoor graveside services and ceremonies shall not be scheduled during the hottest portion of the day when extreme heat conditions present an increased risk to attendees and staff. The District recognizes its responsibility to provide a safe environment for all individuals participating in cemetery services and activities.

Summer Service Schedule

During the summer heat season, one-hour outdoor graveside services and ceremonies may be scheduled at the following starting times:

- 9:00 a.m., or 9:30 a.m.
- 10:00 a.m., or 10:30 a.m.
- 11:00 a.m., or 11:30 a.m.

Additional service times may only be authorized by the District Manager when extraordinary circumstances exist and when doing so can be accomplished safely.

Applicability

This policy applies to:

- Graveside services, Interment services, Inurnment services, Memorial ceremonies, Dedications, Veterans ceremonies, Public events conducted outdoors, Other outdoor District-sponsored gatherings.

The District Manager may determine whether specific events fall within the scope of this policy.

Limited Exceptions

The District recognizes that certain services involving cremated remains placements may present significantly reduced heat exposure and physical labor requirements.

At the discretion of the District Manager, niche placements and other similar cremation-related services located in shaded areas of the cemetery may be scheduled at 1:00 p.m. or 1:30 p.m. when conditions can be accommodated safely.

When evaluating such requests, the District shall consider:

- Forecasted temperatures
- Availability of shade
- Duration and size of the service
- Physical labor requirements

Approval of an exception under this section shall not be interpreted as authorization for additional afternoon graveside services or interments.

Health and Safety Considerations

When evaluating outdoor service schedules, the District shall consider:

- Forecasted temperatures
- Heat advisories and warnings
- Duration of exposure
- Availability of shade
- Availability of drinking water
- Vulnerable populations, including elderly attendees and young children
- Employee safety requirements
- Other relevant health and safety factors

Protection of public health and employee safety shall take precedence over scheduling convenience.

Operational Flexibility

The District reserves the right to:

- Modify service schedules
- Adjust event times
- Provide additional shade or hydration measures
- Limit outdoor activities
- Postpone or reschedule events

when necessary to protect participants from unsafe weather conditions.

Unsafe Weather Conditions

The District recognizes that weather conditions may occasionally create circumstances in which outdoor activities present an unreasonable risk to the health or safety of employees, families, guests, volunteers, funeral professionals, or other participants.

The District shall maintain normal business operations whenever practical; however, the District Manager may limit, modify, postpone, reschedule, or suspend outdoor activities when weather conditions are determined to be unsafe.

In making such determinations, the District Manager may consider factors including, but not limited to:

- Extreme heat
- Excessive wind
- Lightning
- Air quality conditions
- Severe weather advisories or warnings
- Availability of shade and hydration resources
- Duration of outdoor exposure
- Other health and safety considerations

The District Manager's determination regarding unsafe outdoor conditions shall be final and shall be made in the interest of protecting public health and employee safety.

Communication

The District shall communicate seasonal scheduling requirements to funeral homes, service providers, clergy, families, and other affected parties. District staff shall provide available scheduling options and assist families in selecting service times that comply with this policy.

Authority

The District Manager shall be responsible for implementation and administration of this policy.

Questions regarding interpretation or application of this policy shall be directed to the District Manager.

PAYMENT POLICY

This At-Need and Pre-Need Payment Policy establishes the payment requirements and procedures applicable to At-Need full-payment and Pre-need installment purchases with the Antelope Valley Cemetery District. This policy is provided with and incorporated into the District's At-Need and Pre-Need purchases.

AT-NEED PAYMENT POLICY

1. Purpose

The purpose of this policy is to establish consistent payment requirements for at-need interment arrangements with the Antelope Valley Cemetery District ("District"). This policy is intended to ensure that required cemetery charges are paid prior to interment, reduce the risk of unpaid balances, provide consistent treatment of purchasers, and establish clear procedures for payments, refunds, cancellations, and incomplete transactions.

2. Payment in Full Required

All charges required for a scheduled interment must be paid in full no later than **three (3) business days prior to the scheduled interment**.

The District does not offer payment plans, financing, or extensions of credit for at-need arrangements.

If payment in full has not been received by the required deadline, the scheduled interment may be postponed or canceled. Cemetery preparation, including opening of the grave, will not proceed until the applicable payment requirements have been satisfied.

Every at-need Purchase Agreement requires a corresponding Order of Interment, and every Order of Interment requires a corresponding At-need Purchase Agreement.

3. Accepted Forms of Payment

The District accepts:

- Cashier's checks;
- Personal checks, subject to District acceptance;
- Credit cards; and
- Debit cards.

Cash is not accepted.

Personal checks may be accepted at the District's discretion. The District may require payment by cashier's check, credit card, debit card, or another immediately verifiable form of payment when payment is made on or near the required payment deadline.

Credit and debit card payments are processed through the District's authorized third-party payment processor. Any convenience or transaction fee charged by the processor is charged directly to the customer and is separate from amounts collected by the District. Applicable fees will be disclosed to the customer prior to processing whenever practicable.

4. Insurance and Funeral Home Payments

The District does not accept insurance assignments, submit insurance claims on behalf of purchasers, or defer payment pending receipt of insurance proceeds.

A purchaser wishing to use insurance proceeds may make arrangements independently with a funeral home or other appropriate party. Such arrangements do not alter the District's payment requirements or deadline.

When an established funeral home is making payment on behalf of a purchaser, the District may, at its discretion, accept confirmation that the funeral home has issued payment by the required deadline. The District may require identifying information, including a check number and amount. **The physical check must be received by the District no later than the date of interment and prior to the interment proceeding.**

5. Third-Party Contributions

The District does not accept individual donations, contributions, or partial payments from members of the public toward another person's at-need account.

Persons wishing to assist a family with cemetery expenses should provide those funds directly to the purchaser or family. The purchaser shall be responsible for submitting payment to the District.

The District will not disclose account balances, payment history, amounts due, or other transaction information to persons who are not authorized parties to the transaction.

6. Double-Depth Interments and Balance Forward Pre-Need Agreements

When a purchaser selects a double-depth arrangement, all charges associated with the current at-need interment must be paid in accordance with this policy.

Eligible charges associated with the second interment may be established under a separate **Balance Forward Pre-Need Agreement** and shall thereafter be governed by the District's Pre-Need Payment Policy.

A Balance Forward Pre-Need Agreement does not constitute financing of the current at-need interment.

7. Cancellations, Postponements, and Additional Charges

If an interment is canceled or postponed before goods or services have been provided, amounts paid for goods and services that have not been rendered may be eligible for refund, subject to applicable non-refundable charges.

Goods or services already provided or performed by the District are non-refundable.

If cancellation, postponement, nonpayment, or rescheduling results in additional work by the District, the purchaser shall be responsible for any additional services required at the District's then-current rates.

For example, if a grave has been opened and must be closed because an interment cannot proceed, the purchaser shall be responsible for the services already rendered and for any subsequent reopening required for a rescheduled interment.

This section applies only to postponements or cancellations resulting from failure to satisfy the District's payment requirements. It does not apply when an interment is postponed or canceled by the District because of severe weather, unsafe conditions, or other circumstances determined by the District that are not attributable to the purchaser's failure to pay.

8. Refunds

Endowment care contributions are non-refundable, consistent with the current Order of Interment.

Goods and services already provided or rendered are non-refundable.

Amounts paid for eligible goods or services that have not been provided may be refunded when an at-need arrangement is properly canceled.

All refunds shall be issued **by District check** to maintain appropriate accounting records and a clear audit trail. Refunds will not be issued in cash or through the District's credit/debit card processor.

9. Incomplete or Inactive At-Need Transactions

At-need arrangements are intended for current interment needs and are not offered as layaway plans. Partial payment does not entitle a purchaser to hold a burial space indefinitely without completing the transaction. If an at-need transaction remains incomplete for **ninety (90) days** without payment activity or completion of the arrangement, the District will make reasonable efforts to contact the purchaser using the contact information provided to the District.

The purchaser shall have **thirty (30) days from the date of the District's notice to finalize the arrangement**. Finalizing the arrangement means either completing the purchase and satisfying all applicable payment requirements or notifying the District that the purchaser wishes to cancel the arrangement.

If the arrangement is not finalized within the thirty (30) day period, the District will close the account and release any burial space being held in connection with the arrangement for future use or sale.

Upon cancellation or closure of the account, amounts paid for goods or services that have not been provided will be refunded by District check. Endowment care contributions and amounts attributable to goods or services already provided or rendered are non-refundable.

10. Returned Checks, Declined Payments, and Chargebacks

A returned check, declined payment, reversed payment, chargeback, or other unsuccessful payment does not constitute payment to the District.

If such an event occurs before interment, the purchaser must provide replacement payment acceptable to the District by the applicable payment deadline or the interment will be postponed or canceled.

If a payment is reversed or dishonored after goods or services have been provided, the purchaser remains responsible for all amounts lawfully due to the District.

11. No Waiver of Payment Requirements

District employees are not authorized to extend credit, establish informal payment arrangements, waive payment deadlines, or permit an interment to proceed with an unpaid balance. Extraordinary personal or financial circumstances do not waive the payment requirements established by this policy. When payment requirements cannot be satisfied, the interment shall be postponed or canceled until the requirements have been met.

PRE-NEED PAYMENT POLICY

1. Monthly Payment Requirement

Pre-need purchases made on an installment basis require a minimum monthly payment of **\$50 per burial space**, unless a different payment amount is stated in the Pre-Need Purchase Agreement.

Payments are due monthly and must continue until the balance is paid in full.

Purchasers may pay more than the required monthly amount at any time. Additional payments will reduce the outstanding balance and allow the pre-need purchase to be paid in full sooner.

Paying more than the required monthly amount does not replace or eliminate future monthly payments.

For example, if the required payment is \$50 per month and a purchaser pays \$100 in one month, another monthly payment is still required the following month.

Accepted Forms of Payment

The District accepts:

- Cashier's checks;
- Personal checks, subject to District acceptance;
- Credit cards; and
- Debit cards.

Cash over \$200 is not accepted. Exact amount required.

2. Missed Payments

Each required monthly payment is a separate payment obligation.

A later payment does not retroactively erase previously missed monthly payments.

For example, if three \$50 monthly payments are missed and the purchaser later pays \$150, the full \$150 will be applied to the outstanding balance on the date received. The three previously missed months will remain reflected in the accounts payment history. Purchasers who have missed payments are encouraged to contact the Cemetery Office as soon as possible.

The District does not ordinarily require all missed monthly payments to be paid at once in order for regular payments to resume. A purchaser may resume the regular required monthly payment and continue paying toward the remaining balance.

3. Additional Payments and Early Payoff

There is no penalty for paying more than the required monthly amount or paying the pre-need balance in full early. Additional payments reduce the remaining balance but do not change the purchaser's monthly payment obligation unless the agreement is paid in full. Once the entire balance has been paid, no further payments are required.

4. Late Payment Charge

The Pre-Need Purchase Agreement provides for a five percent (5%) charge on an installment that remains delinquent for at least ten days. The District does not currently assess this charge as part of its regular pre-need payment administration. The existence of this policy does not remove or amend the provision contained in the Pre-Need Purchase Agreement.

5. Six Months in Arrears

A pre-need account that becomes more than **six months in arrears** is subject to review for default.

The District will make reasonable efforts to contact the purchaser regarding the delinquent account before formal default proceedings are completed. The purchaser may prevent the matter from proceeding by contacting the Cemetery Office and resuming the required monthly payment.

The purchaser is not ordinarily required to make all previously missed payments at once. Previously missed payments will, however, remain reflected in the account history.

6. Default

When an installment is more than six months in arrears, the Pre-Need Purchase Agreement may be declared in default by the **Antelope Valley Cemetery District Board of Trustees**.

If the Board declares the agreement in default, the District will send a written Notice of Default to the purchaser using the most current contact information available to the District.

The purchaser will have **six months from the Notice of Default to respond**.

A purchaser who wishes to continue the pre-need agreement may contact the Cemetery Office and resume the required monthly payment. If no response is received within the six-month period, the agreement may be closed and the applicable unused interment rights may be returned to the District in accordance with the Pre-Need Purchase Agreement. Amounts previously paid may be forfeited as provided by the agreement.

Once an agreement has been closed and the unused interment rights have been returned to the District, the original pre-need agreement cannot be reinstated. If the purchaser later wishes to make pre-need arrangements, a **new Pre-Need Purchase Agreement must be established at the prices and fees in effect at that time**, subject to availability and the District's then-current policies.

For **double spaces or double-depth arrangements**, default and closure may apply to any unpaid or unused interment right covered by the agreement. If that right is returned to the District, any future purchase of an additional interment right for that second space or arrangement must be made under a new agreement at the **current price**, subject to availability and District approval. Any default involving the unpaid second portion does not affect an interment that has already taken place or goods and services previously paid for and provided.

7. Returned Mail and Contact Information

Purchasers are responsible for keeping their contact information current with the Antelope Valley Cemetery District. Changes to a purchaser's:

- mailing address;
- telephone number;
- email address; or
- beneficiary information

should be reported to the Cemetery Office promptly.

If a Notice of Default is returned to the District as undeliverable or marked “**return to sender,**” the District may proceed under the default provisions of the Pre-Need Purchase Agreement after making reasonable efforts using information available in District records. Failure to update contact information does not prevent the District from administering a delinquent or defaulted agreement according to its terms.

8. Beneficiary Information

Purchasers should maintain current beneficiary information with the District.

Beneficiary information assists the District in identifying the appropriate person or persons to contact if the purchaser dies or is otherwise unable to communicate with the District.

Changes in family circumstances should be reported to the Cemetery Office so that beneficiary information can be reviewed and updated when necessary.

9. Death of the Purchaser

The death of the purchaser does not automatically cancel the pre-need arrangement.

When the purchaser dies, the District will review the beneficiary information and applicable records to identify the appropriate person or persons authorized to proceed.

If the deceased purchaser was the person for whom the pre-need arrangements were made, any remaining balance must be paid as required before the interment takes place.

The District will make reasonable efforts to carry out the purchaser's documented pre-need arrangements as established during the purchaser's lifetime.

Requests for significant changes, refunds, transfers, or other unusual actions following the purchaser's death may require additional documentation, District review, or Board approval.

10. Transfers

A purchaser who is not in default may request assignment or transfer of their interest in the pre-need arrangement to another person who is legally eligible for burial within the District, subject to the terms of the Pre-Need Purchase Agreement and District requirements. Pre-need arrangements and interment rights are purchased for use and may not be transferred for speculation, investment, or profit. The District does not broker, advertise, arrange, or match private buyers and sellers of interment rights. All transfers must be properly documented and recorded by the Cemetery Office before they will be recognized by the District.

11. Double-Depth Pre-Need Arrangements

When a double-depth burial space is purchased on a pre-need installment basis, the portion required for the **first interment must be paid in full before that interment takes place**. If a balance remains for the future second interment, the purchaser must continue making the required monthly payments until the remaining balance is paid in full. The occurrence of the first interment does **not** suspend or cancel the payment obligation for the unpaid second portion. If the second interment becomes necessary before the remaining balance has been paid, the applicable outstanding balance must be paid before the second interment takes place.

The delinquency and default provisions of this policy continue to apply to the unpaid portion of a double-depth arrangement. For **double spaces or double-depth arrangements**, default and closure may apply to any unpaid or unused interment right covered by the agreement. If that right is returned to the District, any future purchase of an additional interment right for that second space or arrangement must be made under a new agreement at the **current price**, subject to availability and District approval.

Any default involving the unpaid second portion does not affect an interment that has already taken place or goods and services previously paid for and provided.

12. Cancellation, Refunds and Changes

Cancellation, refund, transfer, default, and termination are separate actions and are governed by the terms of the Pre-Need Purchase Agreement and applicable District requirements.

A purchaser should contact the Cemetery Office before requesting cancellation, transfer, refund, or other significant change to a pre-need arrangement.

A purchaser who simply stops making payments has **not canceled the agreement**. Failure to make the required monthly payments may instead result in delinquency and eventual default.

Refunds are not automatically available solely because a purchaser no longer wishes to continue making payments.

13. Purchaser Responsibility

By entering into a pre-need installment agreement, the purchaser accepts responsibility for:

- making the required payment each month until the agreement is paid in full;
- contacting the District if payments have been interrupted;
- keeping contact and beneficiary information current; and
- contacting the District when circumstances affecting the pre-need arrangement change.

The purpose of a pre-need installment arrangement is to allow the cost of future cemetery arrangements to be paid over time so that the arrangement is completed **before it is needed**.

14. Pre-Need Arrangement Holds and Completion

When a purchaser begins a pre-need arrangement and selects an available interment space, the District may temporarily hold the selected space for up to seven (7) calendar days to allow the purchaser to complete the required paperwork and payment arrangements.

A pre-need arrangement is not considered complete, and no interment right is reserved or conveyed, until all required documents have been completed and signed and any required initial payment has been received by the District. If the arrangement is not completed within the seven-day period, the temporary hold will automatically expire without further notice. The selected space will be released and may be made available for purchase by another person. If the purchaser later wishes to proceed with a pre-need arrangement, the District will provide information regarding the spaces then available. The District does not guarantee that a previously selected space will remain available after a temporary hold has expired.

Prices quoted during an incomplete pre-need arrangement are based upon the District's price list in effect at that time and are not guaranteed after the temporary hold expires. A purchaser who returns after expiration of the hold will be subject to the prices, fees, policies, and availability in effect at the time a new arrangement is initiated. Repeated inquiries, prior selection of a space, receipt of paperwork, or previous discussions with District staff do not create or extend a reservation of an interment right.

SEVERABILITY

If any provision of this policy is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.