Garden of Remembrance Memorial Park (Gan Zikaron)

Memorial Park Rules



Adopted pursuant to the Bylaws of the Garden of Remembrance Memorial Park, Inc. February 14, 2000.

(Revised January 2023)

Garden of Remembrance (Gan Zikaron) Memorial Park Rules

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PREAMBLE

A Memorial Park (Cemetery) should be a place of everlasting solemnity and beauty. These Rules have been adopted by the Board of Directors of the Garden of Remembrance Memorial Park, Inc., for the protection and preservation of the Garden of Remembrance Memorial Park. All Owners, visitors, and persons performing work within the Park shall be subject to these Rules and Policies as they may be amended or modified by the Board.

The Garden of Remembrance (Gan Zikaron) Memorial Park is a nonprofit, 501(C)(3) tax exempt religious organization established in September 1999 to serve the Greater Washington Jewish community. The Garden of Remembrance provides a location for Jewish interments and memorials in a meaningful setting that meets the religious needs, and complies with the requirements, of all segments of the Jewish community. "Kavod Hamet," honoring the deceased, is the most important and valued "mitzvah" (commandment) in Jewish law, enabling and requiring one to perform an obligation for which he cannot be repaid. The Garden of Remembrance (Gan Zikaron) Memorial Park enables the Jewish community to honor the deceased, respect the bereaved, and preserve the legacy of generations of Jewish life.

I. GENERAL RULES

A. Definitions.

- "Memorial Park" means the Memorial Park located at 14321 Comus Road, Clarksburg, Maryland, or the Garden of Remembrance Memorial Park, Inc., as the context may require.
- 2. "Board" means the Board of Directors of the Garden of Remembrance Memorial Park, Inc.
- "Contractor" means any person, firm, or corporation engaged for hire in performing any work in the Memorial Park, other than as an employee of the Memorial Park.
- 4. "Corporation" means Garden of Remembrance Memorial Park, Inc.
- 5. "Director" means the Executive Director of the Garden of Remembrance Memorial Park, Inc., as appointed by the Corporation's Board of Directors.
- "Interment" means the disposition of human remains by burial, entombment, or inurnment.
- 7. "Plot" means a purchased Interment Right, consisting of at least one in-ground grave site.
- "Mausoleum" means a structure above ground or partially above ground containing Crypts used for entombment of the deceased.
- 9 "Crypt" means a space in a Mausoleum to entomb human remains.
- 10. "Columbarium" means a structure above ground containing Niches used for inurnment of cremains.

- 11. "Niche" means a recess in a Columbarium used for the permanent inurnment of the cremains of one or more deceased persons.
- 12. "Memorial" means (a) a monument, foot marker, tablet, headstone, ledger, or similar item identifying a grave or graves, or (b) a nameplate, inscription, writing or drawing identifying a Crypt or Niche.
- 13. "Owner" means the Owner of an Interment Right as reflected in the records of the Memorial Park.
- 14. "Purchase Agreement" means the purchase contract for an Interment Right (Plot, Crypt, Niche, or other burial site), or funeral related goods and/or services, and including such additional forms as the Corporation may require. Every Purchase Agreement includes these Rules by reference. A Purchase Agreement may include other products and services, such as charges for liners, merchandise, Memorials, or opening and closing of interment sites.
- 15."Rules" means the Garden of Remembrance Memorial Park, Inc. Memorial Park Rules, as adopted by the Board and as they may be modified or amended from time to time.
- B. Corporate Authority. The Corporation and its Board shall have complete charge and supervision of the Memorial Park. The Corporation reserves to itself and its designees the right to enforce all Memorial Park Rules, to exclude or remove from the Memorial Park anyone who, in its sole judgment, violates these Rules, and to take such measures as it deems necessary or appropriate to protect the security of the Memorial Park. The Corporation's interpretation of its Rules shall be final. The Corporation shall have charge of the grounds and buildings and, at all times, shall have the right, but not the obligation, to supervise and control all persons and activities in the Memorial Park, including the conduct of funerals, traffic, employees, Owners, and visitors.
- <u>C. Private Property.</u> The Memorial Park is owned by the Garden of Remembrance Memorial Park, Inc., which reserves the right to refuse admission to the Memorial Park to any person or persons whose conduct the Memorial Park, or its Director or other designee, considers objectionable.

D. Observance of Rules.

- 1. All owners, purchasers of Interment Rights, and all persons who enter the Memorial Park agree to abide by and to be bound by these Rules. The Memorial Park may take such lawful actions as it deems appropriate to enforce these Rules. Suspension of these Rules in a particular case does not affect the general application of such Rules.
- 2. In its sole discretion, the Corporation reserves the right to amend these Rules at any time and in any manner without notice, and to waive the application of any of these Rules; provided, however, that such waiver shall not affect the general application or continued effectiveness of these Rules.

E. Limitation of Liability.

1. The Memorial Park intends to make reasonable efforts to take necessary precautions to protect owners from loss or damage to their Interment Rights in the Memorial Park. Neither the Corporation nor its employees or other agents shall be liable for damage or injury to any person or to personal property in the Memorial Park, except as may be due to the willful misconduct or gross negligence

of the Corporation or its agents. Other than as herein provided, the Memorial Park disclaims all liability for loss or damage from causes beyond its reasonable control, including, without limitation, from the elements, acts of God, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, riots, or order of any military or civil authority, whether the damage be direct or collateral.

- 2. Other than as specifically provided in these Rules, the Corporation shall not be liable for damage to or destruction of any structure, including but not limited to Memorials, granite or concrete work, on any Plot resulting from causes beyond its reasonable control, including but not limited to the elements, acts of God, any kind of thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, riots, or order of any military or civil authority, whether the damage be direct or collateral. In the event of any substantial damage that in the Director's sole opinion is substantial, the Memorial Park may give at least ten (10) days' written notice by regular or certified mail to the Owner of the requirement for repair or reconstruction of the damage. If the Owner fails to repair or reconstruct the damage within the specified period of the notice, the Memorial Park may, at its discretion, enter the interment area, make such repair, replacement, or reconstruction as it deems appropriate; and charge the expense (including interest) to the Owner. Notwithstanding the foregoing, nothing in these Rules shall require the Memorial Park to enter or provide any such service or make such repair.
- 3. No Liability for Delays or Identification Errors. The Corporation is not liable for delays in burial, damage to caskets or bodies, errors involving the identity of the body, location of the body in the Plot, or any other error or damage relating to funerals or burials, except as may be caused by its own willful misconduct or gross negligence. The Corporation specifically disclaims all responsibility for such loss or damage for causes beyond its reasonable control.
- 4. No Liability for Livestream Errors or Erasures. As a courtesy to bereaved families, upon request, the Garden of Remembrance may provide a livestream video link to chapel and graveside services. The service is provided through a third-party streaming service, and recordings are archived by the provider for approximately 60 days. A link to download and save the recorded archive can be accessed by families upon request. The Garden of Remembrance does not retain a permanent copy of the recording. The Memorial Park staff are not professional videographers and cannot control connection strength, recording quality, wind conditions, weather-related tablet malfunctions, volume of speakers, or other factors that may affect the audio or visual quality of a livestreamed and recorded memorial service. Many Funeral Homes offer professional audio-visual services to their families or will direct you to an independent professional upon request.

F. Errors.

1. The Corporation reserves the right to correct, or require the correction of, any errors that may be made in connection with sales and transfers of Interment Rights, interments, disinterments, or removals. Such corrections will be made solely by the Corporation, which may substitute and convey other Interment Rights of comparable (but not necessarily equal) value and similar location, in its sole discretion. In its sole discretion, the Corporation may also refund the purchase price, without interest or dividend. If the error involves interment of the remains of any person,

- the Corporation reserves the right to remove and transfer such remains so interred to such other Plot as is of comparable value and location, as determined by the Memorial Park in its sole discretion.
- 2. The Memorial Park shall have the right to correct, or require the correction of, any errors of name, date, or inscription on a Memorial or on a container for cremains, or other similar error. Such correction shall be made at the expense of the Owner with a minimum thirty (30) days written notice.
- **G.** Right to Change Memorial Park Features. The Corporation has the exclusive right at any time in its sole discretion to change the features of the Memorial Park, including without limitation, adding or changing roads, grading, pipelines, landscaping and similar items. From time to time, the Corporation may also change section boundaries and make new sections. For these purposes each Owner hereby grants to the Corporation and to those lawfully within the Memorial Park an easement to travel over any Plot at any time, a continuing right of ingress and egress over Plots in connection with passage to or from other Plots, and a rite of passage, ingress and egress required for construction or maintenance.
- H. Refusal to Inter. The Memorial Park, in its sole discretion, may refuse to provide interment or any other service offered by the Memorial Park. The deceased's family may, upon such refusal, request a refund of the purchase price (without interest or dividend) and of any other fees paid in advance for services not performed.
- **L. Authorizations and Service Directives.** The Memorial Park reserves the right to refuse to conduct funerals or burials unless specific written instructions are obtained in advance as to the specific Plot or interment space to be used in each instance, and further reserves the right to refuse to perform or to permit other services and products to be performed or used in the Memorial Park without advance written permission in such form as the Memorial Park may request. No Interment will be allowed without prior permission from the Director or his/her designee.

II. BUYING AND SELLING INTERMENT RIGHTS; TITLE

- A. Purchase of Interment Rights: Title. Subject to Section II, H, each Owner, upon payment of the full purchase price, shall have a perpetual right to the exclusive use, occupation and possession of the purchased Plot, Crypt or Niche, for the sole purpose of interment of human remains. The Purchase Agreement conveys only the intangible right to interment in each Plot or other burial location and does not vest the Owner with title in fee simple.
- B. Resales or Transfers. An Owner (except for a Partner Congregation) may offer to re-sell or transfer the Interment Right to the Corporation, or to anyone else eligible to buy it, for the price originally paid by the Owner if the other party agrees to the sale or transfer in writing. The Memorial Park does not buy back Interment Rights but may assist a family seeking to resell/transfer a space to another purchaser. Anyone who buys an Interment Right agrees by that purchase to be subject to these Rules and shall furnish to the Memorial Park a copy of the documents and instruments reflecting such transfer at the time of such transfer, together with a request for consent to the transfer by the Corporation (except for transfers of an Interment Right by gift, will, or state law, which do not require such consent). To transfer an Interment Right, the

Owner must notify the Memorial Park in writing and pay any applicable transfer fee. The transfer shall not be effective until the Corporation approves it in writing. Partner Congregations may only resell or transfer Interment Rights in their sections to existing members of their congregation and their families.

- <u>C. Rights of Burial.</u> The buyer shall specify a burial assignment or choice in writing at the time the Purchase Agreement is executed, which assignment or choice is subject to approval by the Director. Absent such burial assignment, the Memorial Park shall decide which family member has sole authority for this assignment or may, itself, make the burial assignment.
- D. Full Payment Required. The full purchase price must be paid before the Director is authorized to approve an interment, entombment, or inurnment, conduct any funeral or service involving any Plot, Niche or Crypt, or to permit the erection of a Memorial on any Plot, Niche or Crypt. Full payment in advance is also required for any other service the Memorial Park provides, including services in connection with funerals. The Memorial Park may from time to time publish a schedule of charges for goods and services, such as opening or closing, or Memorials.
- **E. Subdivision.** Subdividing of one grave site is allowed under certain circumstances as authorized by the Director. Combining of adjacent individual Plots for the purpose of making one contiguous family area is allowed with the prior written consent of the Memorial Park, which consent shall not be unreasonably withheld.
- F. Pledge of Plot. An Owner may not pledge an Interment Right or purchased goods or services, as security for any debt, nor may an Owner diminish in any way the Owner's rights under this Section II.
- **G.** Reversion of Interment Right. If any Plot reverts to the Memorial Park for any reason, the Memorial Park may remove any monument from the Plot (at Owner's expense) and place it on that portion occupied by the family's grave(s). It may dispose of such unused portion as though rights to it had never been acquired.
- H. Jewish Faith. Buyers and Owners acknowledge that the Purchase Agreement is a grant only of the right of interment of deceased human beings of the Jewish faith, or members of their families, subject to the provisions of Section III below. The Memorial Park may rely on the Owner's statement of the deceased's eligibility for burial in the Memorial Park, but the Memorial Park's decision on eligibility is final.
- I. Genealogy-Related Posting. The Garden of Remembrance may participate in the online posting of deceased burial names and plot locations by genealogy organizations or for nonprofit genealogical research. Families will have the option to opt-out of participation in such posting.
- J. Disinterments and Reinterments. All involved in a disinterment or reinterment must comply with applicable Federal, State, Halachic, and Memorial Park regulations. In most instances, a third-party licensed funeral home director will be engaged to coordinate, file the required applications, submit published notices, and be present for the disinterment or reinterment. The Director must approve all disinterments and reinterments. In addition, the Partner Congregation Rabbi (or alternative designated representative), must approve all disinterments and reinterments in Partner Sections. Only authorized next of kin or legally appointed representatives may request a disinterment or reinterment. A detailed statement of Memorial Park disinterment and reinterment policies is available on request.

III. INTERMENT RULES RELATING TO JEWISH TRADITIONS

- **A. Jewish Traditions.** All services held in the Memorial Park must follow Jewish traditions. Services shall be conducted by a Jewish professional or lay leader, and only with the prior approval and under the supervision of the management of the Memorial Park. All caskets must be composed of wood or other biodegradable material. Symbols or public prayers of religions other than Judaism are not permitted. All meals and food served in the Memorial Center & Chapel must be dairy or pareve no meat or shellfish is permitted.
- B. Holidays Observed. Interments will not be permitted on the Jewish Shabbat and Holidays including Rosh Hashanah (first day), Yom Kippur, Sukkot (first day), Shemini Atzeret/Simchat Torah, Pesach (first and seventh days), and Shavuot (first day). The latest time for funerals held on Fridays and the eve of holidays will vary with the time of sunset. Special exceptions or fees may be required for burials on secular holidays.
- <u>C. Membership Not Required.</u> Membership in a Jewish congregation is not required to acquire Interment, Entombment, or Inurnment Rights in the Memorial Park except in a specific section set aside for a congregation or group that requires such membership.
- **D.** Memorial Park Sections. The Memorial Park will be divided into sections that may have different Rules based on adherence to different Jewish traditions or Board of Director policies. The Rules for a section assigned to a Partner Congregation may be adjusted by agreement of the Memorial Park and that Congregation.
 - 1. <u>Reform Sections</u>. In accordance with observances permitted for members of Reform Congregations, the following Rules apply in sections designated for such members:
 - (a) Only persons of the Jewish faith, or their spouses and families regardless of their faith, may be interred at the Memorial Park, and burials will be officiated by a Rabbi, Cantor, or approved Jewish lay leader. Non-Jewish clergy are not allowed to officiate, and non- Jewish symbols or prayers are not permitted, in the Memorial Park.
 - (b) Decisions concerning the following are left to the individual and/or family, subject to the Rules and requirements of the Memorial Park:
 - 1. Interment in or above the ground.
 - 2. Cremation and disposal of cremains.
 - 3. Preparation of the body including attire.
 - 4. Type, size, and inscription on Memorials within Memorial Park guidelines.
- 2. Conservative/Reconstructionist Sections. In accordance with observances permitted for members of Conservative and Reconstructionist Congregations, the following Rules apply in sections designated for such members:
 - (a) Only persons of the Jewish faith may acquire title to Interment Rights, and the performance of the funeral or interment service must be by a Rabbi, Cantor, or approved Jewish lay leader. Proof that the deceased was Jewish may be required. Conservative and Reconstructionist Partner Congregations may purchase and designate an interfaith section, separate from their other section(s), in which spouses and families of their members may be interred regardless of their faith.
 - (b) Standards for interment include the following:
 - 1. Embalming is not permitted; autopsies are permitted only if deemed necessary by a health official or law enforcement.
 - 2. The decedent shall be shrouded traditionally (family decision).

- 3. Liners will have openings on the bottom.
- 4. All applicable traditions will be observed.
- 5. All Memorials will be sized, set, inscribed, and faced in the manner prescribed by the Congregation, provided that the Congregation's requirements may not contravene a Rule of the Memorial Park.
- 3. Orthodox Sections. Separate and distinct sections have been established for decedents who are Shomrei Shabbos. Interment in these sections will be subject to rules and procedures prescribed by the Memorial Park, in coordination with the congregations with sections in these particular areas. Concrete liners are not permitted in these sections. Burial procedures and standards shall not violate other Rules of the Memorial Park, but shall be maintained in accordance with Orthodox observance of Jewish tradition.
- 4. Green Burial Gardens Sections. Separate sections known as Green Burial Gardens have been established in which the use of concrete liners and upright memorials are prohibited.
- <u>5. Community Gardens.</u> The Garden of Remembrance maintains sections of the Memorial Park for families not affiliated with a congregation. These sections are called Community Gardens and include Jewish-only sections and Interfaith sections. Some sections have certain Memorial requirements.
- 6. Other Designated Sections and Parcels. The Board of Directors may, from time to time, designate additional sections or parcels such as Forest Glades (which accommodate up to twenty family members), Legacy Gardens (which accommodate up to twelve family members), and Forest Groves (which accommodate cremation boulders).
- 7. Concrete Liners. All sections require the use of concrete liners for burials except as noted above. All liners have openings on the bottom. Interment Rights purchased by Families and Partner Congregations prior to January 1, 2021 are exempt from the liner requirement and the use of concrete liners in such plots is encouraged but not required.

IV. MEMORIALS

- **A.** Consent Required. No Memorial, Mausoleum, Columbarium or other structure or improvement of any type shall be constructed, erected, or placed in the Memorial Park without the advance written consent of the Director, subject to these Rules. Consent shall not be granted unless the same shall, in the opinion of the Memorial Park, be found to conform to (and not contrast or conflict with) the beauty, spirit and esthetics of the Memorial Park. These restrictions apply in all sections of the Memorial Park. The Memorial Park shall have full and exclusive authority over and discretion with respect to all improvements of Plots in the Memorial Park and in the selection of the materials to be used therein. Only the Owner or legal designee of an Interment Right shall have the authority to place a memorial on the associated space.
- **B. Outside Contractors.** Owners may engage the Memorial Park, or outside Contractors, to provide Memorials so long as such outside Contractors are included by the Memorial Park on a pre-approved list or otherwise approved by the Director. The Memorial Park may charge outside Contractors a supervision/inspection fee. If the Memorial Park performs the work, the Memorial Park shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Memorial Park. If a marker or Memo-

rial is not purchased from the Memorial Park, the Memorial Park shall not be liable for any defects in materials or workmanship, and in the event the Memorial Park shall require repairs of such defects, the Owner shall bear the cost thereof as determined by the Memorial Park. The Memorial Park shall set the time schedule for installation of Memorials so that such work does not interfere with funerals, interments, and other activities in adjacent areas. All Memorials must be installed by staff or contractors of the Memorial Park and paid for in advance by the Owner, the family of the Owner, or the company providing the Memorial.

- <u>C. Specifications.</u> Size, style and composition of Memorials and foundations are governed by specifications available from the Director, which are deemed a part of these Rules. If a purchaser wishes to change the specifications of a pre-paid Memorial, the most current price list will be utilized to determine the change in price.
- <u>D. Plantings.</u> The Memorial Park at its own expense may maintain flowers, plantings, statuary, or other displays, and may discontinue, remove, or transfer such display or displays at its discretion, and no right shall be acquired by individual purchasers because of the proximity of their property to such flowers, plantings, statuary or displays.

E. Decorations By Owners.

- 1. Flower vases shall be of uniform size, design and material provided or approved by the Memorial Park. Not more than two vases shall be placed on any one grave, and they shall be located in conformity with the practices and policies of the Memorial Park.
- 2. No plants, trees, shrubs, or flowers shall be planted or placed in pots or other containers on any interment space, grave, or in front of a Crypt or Niche; however, potted plants or flower bundles may be placed on individual interment spaces at any time by family or friends. Glass containers are prohibited, as are artificial or treated flowers, plants, or shrubs. They will be removed by the Memorial Park staff as required to maintain well-groomed and beautiful grounds.
- 3. The Memorial Park reserves the right to regulate the method of decorating interment spaces so that a uniform appearance may be maintained. The Memorial Park may remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind when, in the opinion of the Director, such are unsightly, dangerous, detrimental or diseased, do not conform to the Memorial Park's standards, or are not pursuant to the Memorial Park's normal maintenance schedule. The Memorial Park shall not be liable for loss or damage to floral pieces, baskets, potted plants, or frames. Floral frames and potted plants will be disposed of by the Memorial Park, unless called for within five (5) days by those lawfully entitled to them. The Memorial Park is not liable for loss or damage to lost, misplaced or broken flower vases, or to plantings damaged by the elements, thieves, vandals, or other causes.
- 4. No decorations or additions of any kind shall be placed in or on a Columbarium, a Mausoleum, or Chapel, or on any interment space, vault, crypt, or other property within the Memorial Park without the Director's prior written approval. Any statuary, monument, Memorial or other decoration placed in the Memorial Park by or with the consent of the Director shall not be changed or removed without the consent of prior written consent of the Director provided that if any such Memorial, statuary, or other decoration or any planting becomes damaged or unsightly, the Memorial Park may remove the same with or without notice.

- **F.** Advance Approval. Memorials, structures, or inscriptions shall be approved in writing in advance of placement by the purchaser and the Director or his designee. If any Memorial, structure, or inscription shall be determined by the Director to be offensive, the Memorial Park shall have the right to enter upon such Plot and change or correct the offensive or improper object or objects at the expense of the Owner. All Memorials purchased through third-party vendors must meet the Memorial Park's guidelines and must be approved in writing by the Director prior to finalizing and fabricating the Memorial by the third-party. All third-party Memorials must be installed by the Memorial Park or its designated contractor.
- **G. Enclosures & Equipment.** No enclosure of any kind, such as a fence, coping, concrete curbing or edging, hedge, or ditch, shall be permitted around any grave or Plot. Grave mounds will not be allowed, and no Plot shall be raised above the established grade. Footstones and ledgers must be ground level. No tents, artificial grass, lowering devices, or other equipment shall be used in making interments, entombments, inurnments, disinterments, and removals except those owned or approved by the Memorial Park.
- H. Forest Glades and Legacy Gardens. Families may select and contract for landscape and hardscape in Forest Glades, provided that the design and installation be subject to approval, in advance of any work, by the Director. The Memorial Park is responsible for mowing grass and removing fallen leaves from Forest Glades and Legacy Gardens. All other landscape maintenance is at the owner's expense. Legacy Garden hedges and walls provided by the Memorial Park will be maintained by the Memorial Park and may not be altered by families without the prior approval of the Director.

V. MAINTENANCE AND CARE

- A. <u>Director to Maintain.</u> The Director will oversee maintenance of the grounds and improvements, and, as necessary, repair the facilities of the Memorial Park.
- **B. General Care.** Subject to Section I above, the Memorial Park will generally care for the Plots, Crypts, Niches, Mausoleums, Columbariums, and Memorials in the developed areas within its boundaries. Such general care may consist of leveling graves and keeping Memorials reasonably plumb, repairing or replacing damaged, deteriorated, eroded, or vandalized Memorials, and cutting and trimming lawns, shrubs, and trees at reasonable intervals. All work, grading, landscaping and improvements of any kind, all care of Plots, all planting, trimming, cutting or removal of any trees, shrubs and herbage, all openings and closings of graves, and all interments, entombments, inurnments, disinterments and removals shall be made only by the Memorial Park, its employees, or others approved by the Director and under the Memorial Park's direction or control.
- <u>C. Special Care.</u> Upon request by an owner, the Memorial Park, in its sole discretion, may provide special care not inconsistent with these Rules and for such charges and such other terms as may be agreed upon.
- <u>D. Endowed Care Trust Fund.</u> The Memorial Park requires purchasers of Interment Rights to make a one-time contribution per Interment Right to the Endowed Care Trust Fund. A portion of the corpus of the trust funds is used to maintain the Memorial Park, in perpetuity.

VI. MISCELLANEOUS

- A. General Rules of Decorum. All persons entering upon the grounds of the Memorial Park must conduct themselves so as not to disturb the quiet and good order of the Memorial Park and in a manner befitting its sacred purpose.
- B. Hours of Operation. No person shall be permitted to enter or leave the Memorial Park except during the hours of operation specified by the Memorial Park and posted by the Memorial Park. Any person found on the grounds of the Memorial Park other than during its posted hours of operation may be considered a trespasser and expelled and/or subject to arrest by authorities.
- <u>C. Use of Gates.</u> Persons entering or exiting from the Memorial Park must use the gateways and roadways designated for that purpose.
- <u>D. Automobiles.</u> Automobiles may be driven only on the roadway portions of the Memorial Park, and shall proceed cautiously and at no more than 20 mph at all times. Automobiles shall not be turned around on Memorial Park driveways, roadways, pathways, or landscaped areas. Only automobiles being used in connection with a funeral may stop in front of or adjacent to an open grave.
- E. Children. Children under the age of thirteen (13) are not permitted in the Memorial Park unless accompanied and supervised by one or more adults.
- <u>F. Pets.</u> Pets are not permitted in the Memorial Park except for licensed and registered service dogs.
- **G. Prohibited items.** The following are prohibited in the Memorial Park: smoking, alcohol, skateboards, motorcycles, snowmobiles, bicycles; loud, boisterous, or profane speech; discarding rubbish except in waste receptacles; cans, bottles, jars, toys, discarded glassware, sprinkling cans, receptacles, or similar articles; peddling or soliciting the sale of flowers, plants, or any other good or service in the Memorial Park, other than by persons employed by or on behalf of the Memorial Park; hunting and fishing; firearms (other than persons employed by or on behalf of the Memorial Park, provided that, if approved in advance by the Memorial Park, firearms may be carried by a military guard of honor for the purpose of conducting a military service.)
- H. Gratuities. No gratuities shall be offered to or accepted by any person employed by (or on behalf of) the Memorial Park. Families may express appreciation through contributions to the various Memorial Park donation funds including the Gan Zikaron Tree Fund, Chesed Free Burial Assistance Fund, and the Staff Appreciation Fund.
- I. Goods & Services Refunds and Exchanges. If a purchaser moves away from the Washington metropolitan region, has pre-paid for Goods & Services, and none of the Goods & Services have been utilized, the purchaser may receive a full refund from the Goods & Services Trust Fund. If a purchaser wishes to exchange any pre-paid Goods or Services, the most current price list will be utilized to determine the change in price.
- <u>J. Enforcement of Rules, Regulations and Security.</u> The Corporation reserves to itself and those persons designated by it the right to enforce all Memorial Park Rules, to exclude or expel from the Memorial Park anyone who violates said Rules and to take such measures as the Corporation deems necessary or appropriate to protect the security of the Memorial Park.

These Memorial Park Rules supersde previous versions of the Rules of the Garden of Remembrance Memorial Park.



www.gardenofremembrance.org

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