

Stafford Memorial Park
Operated by HCS Holding Company, LLC
154 Shelton Shop Road
Stafford, Virginia 22554

Policy Governing Memorials Purchased From or Installed by
Outside Vendors/Contractors

Stafford Memorial Park requires the following **prior** to memorial installation by outside Vendors:

- 1) **Certification, Consent, and Waiver of Liability Form** signed and notarized by both Purchaser(s) and Vendor, and with their initials that acknowledge receipt of copies of this Policy Governing Memorials Purchased From or Installed by Outside Vendor/Contractor, and the Rules and Regulations Governing Memorials.
- 2) **\$500.00 Surety Bond from Outside Vendor with Stafford Memorial Park as Beneficiary**, or its equivalent, effective for a period of one year. An "Irrevocable Letter Of Credit" (ILOC) issued by a bank reasonably acceptable to Stafford Memorial Park, or an Indemnification and Hold Harmless Agreement in the form attached hereto, are acceptable alternatives to the surety bond; however, the Indemnification and Hold Harmless Agreement must be signed personally by an owner of any entity Vendor.
- 3) **Certificate of Insurance with Stafford Memorial Park as a Named Insured**, provided by Vendor, who must carry public liability insurance of at least \$300,000.
- 4) **Evidence** that Vendor's employees are covered by **Worker's Compensation Insurance**.
- 5) **Sketch** – Vendor must provide Stafford Memorial Park with sketch that includes detailed information necessary to show compliance with specifications in Rules and Regulations Governing Memorials, i.e. material, size, finish, lettering, anchor bolts and their exact position on reverse side of marker.
- 6) **Fee** – Vendor must pay Stafford Memorial Park a **\$200.00** Fee for installation related Services performed by the Cemetery including, but not limited to, inspection of any work performed by the Vendor.
- 7) **Scheduling of Installation** – Vendor must schedule its work at a time approved by the Superintendent of Grounds for the Cemetery.

Stafford Memorial Park requires the following upon installation by outside Vendor:

- 1) **Removal and Cleanup** – Vendor must remove the excavated dirt and clear the installation area.
- 2) **Corrections for Deviations** – Vendor will be required to expeditiously correct any deviations from the specifications or from the Cemetery's Rules and Regulations Governing Memorials and, if after notice, any such deviations are not corrected, the Cemetery may, but shall not be required to, make such corrections at the Vendor's or Owner's Expense.

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Certification, Consent and Waiver of Liability

I/We, _____,(purchaser) authorize _____(vendor)

to deliver:

Description of Bronze Size/Color: _____ With vase? YES NO

Description of Granite Size/Color: _____ With vase? YES NO

for installation in Stafford Memorial Park for (Name): _____located

at: Section _____Block _____ Lot _____ Space _____ **AND**

Section _____Block _____ Lot _____ Space _____.

I/We the **Purchaser(s)**, understand that there are certain risks of damage inherent to cemetery memorials from normal cemetery operation (i.e., mowing grass or equipment moving through the cemetery as normal course of business) and that, from time to time, memorials are damaged. For those memorials purchased from the Cemetery, the Cemetery fixes such damage as part of the purchase price for the memorials. However, when memorials are purchased from outside vendors, the Cemetery does not correct damage occurring as part of normal cemetery operations, since the Cemetery has not received compensation for those services. The Cemetery is not liable for weathering, theft, vandalism, or any other damage to memorials purchased or installed by outside vendors or to any vase accompanying the memorial. It is advised that the purchaser secure a guarantee for future damage or repairs to the memorial and vase from the purchaser's vendor. Additionally should it be necessary to remove the memorial to perform a burial, as in the case of a companion memorial, this will be the responsibility of the person making the arrangements for said companion to contract these services. I/we understand and agree that if the Cemetery is requested to perform a removal and reinstallation to a memorial purchased from an outside vendor, the Cemetery will charge an installation fee as listed on the Cemetery General Price List at the time the service is requested.

I, We the **Purchaser(s)** and the **Vendor**, hereby certify that the proposed memorial meets all criteria and is in compliance with all specifications, terms and conditions contained in (1) the attached

Witness the following signatures(s):

Signature _____ / _____ / _____
(Purchaser) Print Name Relationship to Deceased

Address _____ Telephone No: _____

COMMONWEALTH OF VIRGINIA)
) SS
CITY/COUNTY OF STAFFORD)

The foregoing Certification, Consent and Waiver of Liability was acknowledged before me by

_____ this ____ day of _____, 20____.
(Purchaser)



Notary Public (SEAL)

Witness the following signatures(s):

Signature _____ / _____ / _____
(Authorized Representative of Vendor/Contractor) Print Name Title

Address _____ Telephone No: _____

COMMONWEALTH OF VIRGINIA)
) SS
CITY/COUNTY OF STAFFORD)

The foregoing Certification, Consent and Waiver of Liability was acknowledged before me by

_____ this ____ day of _____, 20____.
(Authorized Representative of Vendor)



Notary Public (SEAL)

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**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN LIEU OF SURETY BOND
FOR OUTSIDE VENDORS/CONTRACTORS**

Made this _____ day of _____, 20____ by and between **HCS Holding Company, LLC, t/a Stafford Memorial Park** (the "Cemetery") and _____ ("Outside Vendor/Contractor"), and if Outside Vendor/Contractor is an entity, by _____ ("Outside Vendor/Contractor Owner").

WHEREAS, the Cemetery has written regulations requiring outside installers of Memorials to, among other things, post a \$500.00 surety bond; and WHEREAS, the Cemetery has amended its regulations to permit outside installers to enter into this Indemnification and Hold Harmless Agreement in lieu of posting such surety bond.

NOW, THEREFORE, based on these premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. Cemetery will accept this Agreement in lieu of the posting of a surety bond by Outside Vendor/Contractor, so long as it is properly executed in the correct legal name of Outside Vendor/Contractor, by its authorized representative, and by Outside Vendor/Contractor Owner.
2. Outside Vendor/Contractor and, if applicable Outside Vendor/Contractor Owner, jointly and severally agrees to indemnify and hold Cemetery harmless from (1) all damages to persons or property inflicted by Outside Vendor/Contractor, its agents, representatives or employees, while on Cemetery Property; and (b) any and all claims, demands or suits of any nature brought by any third party connected in any way with the actions or omissions of Outside Vendor/Contractor.

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SIGNATURE PAGE FOLLOWS

