

## GENERAL PRICE LIST



Herland Forest  
Natural Burial Cemetery  
55 Windward Lane,  
Wahkiacus, WA 98670  
www.HerlandForest.org

### FULL-BODY BURIAL

Rights of Interment	\$2500
Endowment Care Trust Fund	\$250
Opening/Closing of Grave	\$200
<u>Administration &amp; Record Keeping</u>	<u>\$50</u>
Total	\$3000

### ASH BURIAL

Rights of Interment or Scattering (Designated Plot)	\$300
Endowment Care Trust Fund	\$30
Opening/Closing	\$120
<u>Administration &amp; Record Keeping</u>	<u>\$50</u>
Total	\$500

### ASH SCATTERING

Rights of Scattering within the Wildflower Meadow	\$90
Endowment Care Trust Fund	\$10
<u>Administration &amp; Record Keeping</u>	<u>\$50</u>
Total	\$150

### NATURAL ORGANIC REDUCTION

Reduction of Remains	\$2,500
Preparing Remains for Reduction	\$300
Processing & Packaging	\$150
<u>Administration &amp; Record Keeping</u>	<u>\$50</u>
Total	\$3000

### OTHER SERVICES

Living Tree Memorial: per agreement



**BENEFICIARY LIST**



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I, \_\_\_\_\_, Owner of the Rights of Interment in Herland Forest Cemetery, contract number \_\_\_\_\_, plot designation \_\_\_\_\_, hereby authorize the following individuals, to make use of above plot and associated cemetery services:

- 1. Legal Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security: \_\_\_\_\_
  
- 2. Legal Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security: \_\_\_\_\_
  
- 3. Legal Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security: \_\_\_\_\_
  
- 4. Legal Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security: \_\_\_\_\_

\_\_\_\_\_  
Guardian – Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Herland Representative

\_\_\_\_\_  
Date

**WAIVER OF RIGHT OF DISPOSITION  
OF HUMAN REMAINS**

**To be completed at time of need**



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**1. PARTIES:**

“Cemetery” means Herland Forest Cemetery – 55  
Windward lane, Klickitat, WA 98670

“Representative” means \_\_\_\_\_

“Decedent” means \_\_\_\_\_

**2. RELATIONSHIP OF REPRESENTATIVE:** The Representative warrants and represents to the Cemetery that the relationship between the Representative and the Decedent is as follows. (Place your initials on the line next to the applicable statement):

- \_\_\_\_\_ Decedent’s designee under a written instrument directing the final disposition remains.
- \_\_\_\_\_ Decedent’s surviving spouse.
- \_\_\_\_\_ Decedent’s surviving child.
- \_\_\_\_\_ Decedent’s surviving parent.
- \_\_\_\_\_ Decedent’s surviving sibling.
- \_\_\_\_\_ Decedent’s surviving grandparent.
- \_\_\_\_\_ Lineal descendant of the Decedent’s grandparents.
- \_\_\_\_\_ Decedent’s personal guardian at the time of death.
- \_\_\_\_\_ Personal representative of the Decedent’s estate.

**3. AUTHORITY OF REPRESENTATIVE:** The Representative warrants and represents to the Cemetery that the Representative is the person or the appointed agent of the person who by law has the paramount right to arrange and direct the disposition of the Decedent and that no other person(s) has a superior right over the right of the Representative.

**4. WAIVER OF RIGHT OF DISPOSITION:** The Representative waives and relinquishes the right to make and/or approve all arrangements concerning the disposition of the Decedent, including but not limited to funeral arrangements and the method of disposition. This waiver includes the relinquishment by Representative of any right to seek the recovery, possession, relocation or disinterment of the Decedent’s remains, including cremated remains.

**5. INDEMNIFICATION:** The Representative acknowledges that the Cemetery is relying upon the accuracy and truthfulness of the representations and warranties of Representative, as made above. The Representative agrees to indemnify and hold harmless the Cemetery from any claims or causes of action arising or related in any respect to this waiver of right of disposition or the Cemetery’s reliance thereon. I attest that all the information provided above is true to the best of my knowledge and belief.

Representative: \_\_\_\_\_

Date: \_\_\_\_\_



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## **Terms and Conditions**

*for the Sale and Purchase of Interment Rights*

Ratified by the Board of Directors of Herland Forest on the 25 of December 2013.

### **INTRODUCTION**

These *Terms and Conditions* govern the sale and purchase of plots within Herland Forest, and are intended to be issued to the Purchaser along with the *General Price List, Beneficiaries List, Sales Agreement and Itemized Statement* as part of the purchase of interment rights. The provisions of the aforementioned documents constitute the entire and complete agreement between the parties.

For clarity, “you” or “your” refers to the “Purchaser” and “Owner” of rights of interment. You, the Owner, maintain control over who may make use of the plot. Purchaser is distinguished from the “Beneficiary” the person(s) for whom the plot is purchased as outlined by the Owner in the most recently filed Application Form held by the Cemetery.

A single person may purchase multiple plots for family members and loved ones, and as the Owner, name others as Beneficiary’s of the plot. Granting another person use of a plot in no way implies a transfer of ownership, nor the powers granted by it. The Owner may transfer Ownership of a plot to another person by the process outline in “*Transfer and Resale of Interment Rights*”.

The Owner may issue a “Beneficiary List” authorizing the cemetery to allow selected individuals to make use of burial plots and associated cemetery services rightfully owned by the Purchaser.

For clarity “we”, “us”, “our”, the “Cemetery” and the “Forest” in these *Terms* refers to Herland Forest.

In this agreement we act as the duly authorized agent of Herland Forest and the Windward Education and Research Center in determining these *Terms and Conditions*, and granting rights of interment and other associated rights in the Cemetery.

For the Purposes of these *Terms*, both “interment rights” and “plots” may refer to either of the three basic categories of cemetery services offered by Herland Forest: full body interment, interment of cremated remains, and scattering of cremated remains for both humans and animals.

## **PURCHASING A PLOT**

In order to make arrangements for cemetery services (purchase a plot), a non-refundable down payment of five-hundred dollars (\$500) is required, and full payment of the contracted price must be received by the Cemetery within fourteen days after the date of transaction listed in the *Sales Agreement*.

Contracts for purchase of burial plots will be considered valid after the full payment has been made, and the duration of the reconsideration period has expired.

If the purchase is canceled between the date of invoice and the end of the *payment period*, then all funds put forward as payment for cemetery services will be retained by the Cemetery. This includes the the down payment as well as whatever other payments may have been made.

The purchase of interment rights does not constitute ownership of the Cemetery, or of any portion of the cemetery property. When you purchase cemetery plots you are purchasing the right to use (or designate who may use) the plot. You are not purchasing the land constituting the plot itself, which remains the property and responsibility of the Cemetery.

You must pay the full purchase price and provide all the details necessary to complete the contract and the application form before a *Deed of Rights of Interment* ("Deed") will be given or burial allowed on a plot.

Herland reserves the right to decline any application. If we decide to decline an application, we will return any amount of the purchase price or down-payments within fourteen (14) days after our decision.

Please remember to advise us of any change of name, address or other contact details. It is your responsibility to advise next of kin, personal representatives or whoever will be responsible at the time of the funeral of the purchase of a burial plot and to make sure that they have your documentation.

## **BEFORE BURIAL**

Before the Deceased can be buried, a representative of the Beneficiary must provide the Cemetery the following information:

- Name of deceased
- Age of deceased including birth date, if known
- Date of death
- Cause of death
- Requested time and date of interment

If the deceased is not an adult, the names of his or her parent(s) or legal guardian(s)

The purchase price for at-need purchase must be paid in full upon signing the contract. A contract for the purchase of at-need cemetery services, having been paid in full, shall be considered valid at the time of signing.

At-need purchases are non-refundable after signing.

### **ISSUANCE OF DEEDS OR RIGHTS**

Once the a Contract is considered valid as per these *Terms & Conditions*, the Cemetery will issue a *Deed of Rights of Internment* for the contracted cemetery services.

The Deed represents a grant of rights for certain cemetery services, and is required in order to prove ownership of those rights. The content of such deeds will differ depending on the contract.

Our contract is with the Purchaser, but the benefits of rights will apply to all persons designated as the beneficiaries of such rights, on the latest properly filled out and signed *Beneficiary List*.

Although beneficiaries may not be party to the contract, they must abide by these *Terms and Conditions* and other associated documents incident to the purchase of the rights of interment in the cemetery if they wish to claim their rights as beneficiary.

### **GUARANTEE OF RIGHTS AND SERVICES**

All rights and services outlined in the Deed are guaranteed upon issuance of the *Deed of Rights of Internment* by the Cemetery. The deed and these *Terms & Conditions* ensure that the rights and services you have purchased will be provided without any further payment.

Herland Forest shall undertake to follow the Beneficiary's wishes as to how to be buried or to have his/her ashes interred or scattered in the chosen plot. However we must comply with the wishes of the Beneficiary's personal representatives or family if they refuse to follow the wishes of the Beneficiary. In such a circumstance, we shall not be liable for failure to follow the Beneficiary's wishes.

### **FAILURE OF PERFORMANCE.**

Upon breach of contract or a failure to provide services by the Cemetery, the Purchaser shall be entitled to a refund of one hundred percent (100%) of all monies collected on this Contract and accumulated earnings. The refund shall be made within thirty (30) days after receipt of the Purchaser's written request for the refund.

### **RESERVATIONS**

Reservations are allowed for in cases of imminent death within a short window of time, and the desire for cemetery arrangements to be made in advance of death.

The Cemetery may allow the personal representative of the soon-to-be-deceased to reserve a plot by payment of a non-refundable \$200 down-payment. A reservation will last for an agreed upon time (usually up to 6 weeks).

At the end of this period, the reservation may be extended, or contracts may be arranged as if on an *at-need* basis, and the remaining balance of the purchase price will become due immediately. If the representative handling the reservation should decide not to go forward with the burial, the reservation will be canceled, with the initial deposit going to the Cemetery.

### **SERVICES AND INTERNMENT PACKAGES**

Details and pricing for all cemetery goods and services will be maintained in the *General Price List*.

### **SHARING ARRANGEMENTS AND OWNERSHIP**

At the time of purchase, the Owner shall complete a *Beneficiary List* indicating who may make use of the plot and associated cemetery services. Only the Owner can determine who may use a plot. If the Owner names more than one Beneficiary, so long as the Owner is still living, it will be at their discretion who uses the plot.

An updated Beneficiary List may be issued by the Owner's.

Only person(s) named on the latest dated application form submitted to the Cemetery may use the plot. A deceased person may be added to the Beneficiary List in order to use the plot on an *at-need* basis.

If the Owner is not able to use their plot, chooses not to use it, does not assign another to be buried there, does not transfer or sell ownership to another, or does not designate an inheritor for the plot, no one will be buried there. In such an instance, the plot will not be offered for resale.

The Cemetery shall act upon the latest dated, valid application form and Beneficiary List. In order to be considered valid, the new Beneficiary List must be signed and dated by the Owner and an authorized cemetery representative, correctly completed, and filed with the Cemetery. In the case of any dispute as to the person named on the application form, our records shall be conclusive.

### **INSTALLMENT PLANS**

At this time, Herland Forest does not offer a formalized installment plan for the payment of cemetery services. Any and all installment plans are at the discretion of the Board.

### **TRANSFER AND RESALE OF INTERMENT RIGHTS**

Owners may transfer Ownership by gift or inheritance. A notice of change of Ownership must be filed with the Cemetery in order to be considered valid.



Should an Owner wish to sell a plot, *the Cemetery reserves the right of first refusal* to buy back the plot for 80% of the gross sales price listed in the initial sale agreement. If, for whatever reason, the Cemetery decides not to buy back the plot, then the Owner may pursue sale through all legal avenues, and must inform the Cemetery upon sale and transfer of the plot. In such instances, the Cemetery will be bound to accept the resale and transfer of the plot.

In the case of transfer or resale, it is the responsibility of the new Owner to file with the Cemetery a new Application Form, Beneficiary List, and all other documents pursuant to the *Terms and Conditions* of the purchase of a plot in the Cemetery, and all other documents incident to ownership of a plot in the Cemetery.

The Cemetery reserves the right to charge a \$50 administrative fee for services rendered in the transfer and resale of plots.

The State of Washington prohibits an Owner from interring another person's body on his/her plot in exchange for money, goods, or services.

#### **CONFIDENTIALITY**

Unless waived by the Owner, arrangements will be kept confidential, except as necessary for the proper performance, administration, and monitoring of the purchase arrangements, or as required by law.

#### **ENDOWMENT CARE REPORTS**

The Cemetery shall maintain, in its principal office, the previous seven fiscal years' endowment care reports as filed with the Funeral and Cemetery Board, for review by plot Owners.

#### **LIABILITY**

The Cemetery and its trustees, officers, employees, and agents assume no liability for damage, mental anguish, or loss caused by vandalism, natural deterioration, or other acts beyond its control or within the operating goals of Herland Forest as a natural cemetery.

#### **LAW**

These *Terms and Conditions* are governed by the applicable laws of the State of Washington's Revised Code (RCW).

In the case of any difference between Herland Forest's *Terms and Conditions, Deed of Rights of Interment, Rules and Regulations*, and *Cemetery Bylaws*, the *Cemetery Bylaws* shall prevail.

#### **DISHONORED PAYMENTS**

If a payment is dishonored by the bank, the Cemetery reserves the right to terminate the contract and pursue legal remedies.

### **OTHER GOODS AND SERVICES**

Included goods and services are outlined in the Sales Agreement (sales contract). The Cemetery has no obligation to provide additional goods or services requested at a later date. However, if the Cemetery agrees to provide such goods and services, additional charges may apply.

The Cemetery is not responsible for the cost of funeral arrangements such as ministerial services, burial vessels, and floral arrangements; these costs are not included in the plot purchase price.

### **AMENDMENTS AND NOTICES**

The Board of Directors may change these *Terms and Conditions*. Changes made to these *Terms and Conditions* after we have accepted an application will not affect that application unless required by law.

If there are changes to these *Terms and Conditions* and/or major changes to statutory regulations between the date of your application and our acceptance of it, we shall inform you of the changes before proceeding with your application. In such a case, if you decide not to proceed, the Cemetery return any payments made.

Changes to this document will be effective and binding when ratified by the Board of Directors of the Cemetery, unless otherwise stated.