



Baldwin Hill Conservation Burial Ground
P.O. Box 261, Winthrop, ME
207.377.2848
info@baldwinhillcemetery.org

CONTRACT BETWEEN CEMETERY AND FUNERAL HOME

This Agreement is entered into by and between the **Baldwin Hill Conservation Burial Ground**, a Maine non-profit corporation with a mailing address of P.O. Box 261, 331 Main Street, Winthrop ME 04364 (“Cemetery”) and _____ with a mailing address of _____ (“Funeral Home”) the ____ day of _____, 20___, which hereby agree as follows:

1. Purpose. The purpose of this Agreement is to indicate the services to be performed and the obligations of Cemetery and Funeral Home with respect to interment in the Baldwin Hill Conservation Burial Ground.

2. Services to be performed:

Cemetery and Funeral Home agree to perform the services enumerated below for the mutual benefit of each other and to be bound by the conditions and terms of this agreement.

3. Cemetery’s duties and obligations:

- A. Cemetery shall identify and provide the plot for interment of remains or cremains at the Baldwin Hill Conservation Burial Ground in Fayette, Maine.
- B. Cemetery’s sole responsibilities shall be to provide the burial plot and access to the cemetery and to oversee the installation of stone memorials by the family or authorized third parties.
- C. Cemetery shall comply with all federal, state, and local requirements applicable to maintaining a cemetery.

4. Funeral Home’s duties and obligations:

- A. The Funeral Home shall make all funeral and burial arrangements as agreed to by an authorized representative of the decedent’s family. It shall be the responsibility of the Funeral Home to determine who is so authorized to have custody and control of the body and to make arrangements for burial.
- B. The Funeral Home shall follow and fully comply with Cemetery’s then current Operations Manual as from time to time provided by Cemetery to Funeral Home, including, without limitation its provisions for green burial:
 - All burials shall not allow the use of a vault (partial, inverted, or otherwise), outer burial container, a vault lid, concrete box, or partitioned liner.
 - Decedents interred shall not have been embalmed, except in the situation

where a person has been embalmed as required by law or against their will (e.g., for interstate transportation), or shall have been embalmed only with chemicals approved by the Green Burial Council or another entity with similar standards for green burial.

- Burial containers shall be biodegradable. Burial in shrouds without burial containers is permitted.
- Memorials shall be restricted to flat, unpolished stones which are limited in size to 300 sq. inches and rise no more than 3 inches above the ground surface. Living memorials are limited to native species and require preapproval by the Declarants.
- Burial practices shall utilize excavation and burial techniques/technology that minimize impacts on surrounding land, and that protect native plant diversity.

C. Funeral Home shall comply with all federal, state, local and ethical requirements applicable to handling the human remains, marketing the funeral services, transporting the human remains to the Cemetery and complying with the client's direction for disposition of the remains.

D. Cemetery *encourages* natural full-body burials, but because people's needs and circumstances are highly varied, the burial of cremains is allowed at the Cemetery. Therefore Funeral Home shall communicate the benefits of full-body burial to clients.

5. Payment:

The Funeral Home shall be responsible for collecting and remitting all charges and fees associated with the funeral and burial including payment of the authorized burial contractor.

6. Term and Cancellation:

This contract is to begin on the date signed and shall automatically renew on the anniversary date unless terminated in writing at least 30 days prior to that date by either of the parties. This contract may also be terminated by Cemetery or Funeral Home, upon (5) days written notice, in the event of the failure of Cemetery or Funeral Home to comply with its duties and obligations, provided however that upon such termination, the provisions dealing with limitation of liability shall remain in force.

7. Limitations of Liability:

Funeral Home hereby agrees to indemnify, defend and hold harmless Cemetery and the Kennebec Land Trust, its officers, directors, agents and employees of and from any and all claims, demands, causes of action and suits of every kind, nature and description, in law or equity, including legal fees, costs and expenses of litigation, arising as a result of, based upon or connected to this contract, or the services to be provided by the Funeral Home herein. Funeral Home shall list Cemetery as an additional insured on its liability insurance policy and provide a certificate of insurance upon request. Funeral Home shall, at a minimum, maintain general

liability, workers compensation and professional liability insurance coverages.

8. General Contract Provisions:

- A. Cemetery and Funeral Home, their successors and assigns agree to be bound by the terms and conditions of this Agreement.
- B. This Agreement complies with all laws in effect at the time of its signing. If any part of this agreement is found to be unenforceable it shall not affect the validity of the entire agreement, which shall remain in full force and effect.
- C. This Agreement is subject to the laws of the State of Maine.
- D. No amendment or modifications of this Agreement shall be valid unless they are made in writing and executed by each of the parties hereto.
- E. This Agreement contains the entire and complete Agreement between the parties hereto and all prior representations, statements, understandings, and warranties are merged into and superseded by this Agreement.

Baldwin Hill Conservation Burial Ground

By: _____

By: _____