



Temple Shalom
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TEMPLE SHALOM CEMETERY RULES

1. Owners of plots (interment rights) in the Temple Shalom Cemetery at Garden of Remembrance (Gan Zikaron) Memorial Park (“Memorial Park”) are bound by current and any future Memorial Park Rules (the “Memorial Park Rules”) and current and any future Temple Shalom Cemetery Rules. Temple Shalom Cemetery Rules govern where they are more restrictive than the Memorial Park Rules.
2. No Owner of a plot may sell or otherwise transfer his or her plot or plots except in compliance with this paragraph and the applicable sections of the Memorial Park Rules. Before an Owner may sell or otherwise transfer his or her plot to any other person (other than a family member (as defined below)), the Owner shall first give written notice of an intention to sell or otherwise transfer his or her plot, and Temple Shalom shall have the right, but not the obligation, exercisable within forty-five (45) days to repurchase the plot from the Owner at the price the Owner paid for the plot without interest. If Temple Shalom does not exercise its right of first refusal as provided in this paragraph, the Owner shall have the right to sell or otherwise transfer his or her plot only (1) to then current members of Temple Shalom and only (2) for the price that the owner originally paid without interest thereon. Transfers require a written agreement in form and substance acceptable to Temple Shalom from the transferee to be bound by and comply with the Temple Shalom Cemetery Rules and the Memorial Park Rules, and any and all transfers of any plot must receive the written permission of Temple Shalom’s Executive Director. The Owner and transferee shall provide Temple Shalom copies of the written agreements providing for the transfer of the plot.
3. An appropriate memorial (upright and/or foot marker) must be in place within one year of burial of the deceased.
4. One casket or two urns complying with the requirements of the Memorial Park Rules may be placed in one plot. The Memorial Park encourages the use of a concrete burial vault or liner for all ground casket burials. The vault/liner may be purchased either from the Memorial Park or from others. Each individual vault/liner must be constructed of concrete and be of standard size, not less than 26 inches high, 32 inches wide and 89 inches long, or otherwise comply with the requirements of the Memorial Park. Only caskets or containers that conform to the size and construction of the vaults/liners may be used for interment, regardless whether a vault/liner is used.
5. Only Temple Shalom congregants may purchase plots. Only persons of the Jewish faith and their family members (including spouses, life partners/companions, children and parents), regardless of their faith, may be interred. Note that while non-Jewish family members may be interred in the Temple Shalom Cemetery, compliance with all Memorial Park Rules including, but not limited to, Memorial Park Rule III.D.(1) stating: “non-Jewish clergy will not be allowed to officiate nor

will non-Jewish symbols or prayers be acceptable in the Memorial Park.”

6. Any amount paid to Temple Shalom for the purchase of a plot covers only the purchase of the plot. The Owner of a plot is solely responsible for any and all other fees, costs and expenses associated with a funeral or burial at the Temple Shalom Cemetery, including without limitation, the fees and costs of any funeral home, caskets or containers, embalming or preparation of the body for interment, cremation, transportation, opening and closing of the burial site, Garden of Remembrance Memorial Park administrative or other fees, memorials, or engraving. Owners may also be required to repair any damage to his or her memorials or plots, as when and to the extent required by the Memorial Park Rules.
7. The Memorial Park and Temple Shalom are not agents of one another, engaged in any partnership, joint venture, landlord-tenant or other relationship or affiliation. Neither Temple Shalom nor any of its trustees, officers, directors, employees, committees, committee members or other agents is therefore responsible or shall have any liability for (a) any upkeep, maintenance or repair of the Temple Shalom Cemetery, the Garden of Remembrance Memorial Park or any plot or memorial located therein; (b) funeral home, transportation or other burial costs or fees; (c) delays in the delivery of caskets or any other merchandise purchased from the Memorial Park or any other person; (d) damage or injury to any person, personal property, memorial or other structure at the Temple Shalom Cemetery or the Memorial Park, except as a result of the willful misconduct or gross negligence of Temple Shalom or its employees, (e) delays in burial, damage to caskets or bodies, errors involving the identity of a body, location of the body in a plot or any other damage or errors relating to funerals or burials, except as may be caused by the willful misconduct or gross negligence of Temple Shalom or its employees, (f) errors that may be made in connection with the sale and transfer of interment rights, interments, disinterments, removals, memorials or inscriptions thereon, (g) the conduct of any other person or entity (including without limitation the Memorial Park and its agents) or (h) any other event or occurrence pertaining to the Memorial Park or the Temple Shalom Cemetery other than as a result of the willful misconduct or gross negligence of Temple Shalom and its employees.
8. If an Owner fails to comply with the Temple Shalom Cemetery Rules or the Memorial Park Rules within 30 days of receipt of written notice from Temple Shalom, Temple Shalom shall have the right, but not the obligation, to correct such breach or perform such rule on the Owner's behalf and for the Owner's account. Any amounts expended by Temple Shalom on such Owner's behalf shall be payable to Temple Shalom on demand together with interest thereon from the date expended equal to the lesser of 1.5% per month or the maximum rate of interest permitted by applicable law.
9. Any request for a variance or exception to the Temple Shalom Cemetery Rules must be approved by the Temple Shalom Executive Committee.
10. The Temple Shalom Board of Trustees, or an authorized committee thereof, may add to, delete, or modify the Temple Shalom Cemetery Rules at any time and from time to time.
11. Any disputes that arise under the Purchase Agreement or Temple Shalom Cemetery Rules may be brought before the Temple Shalom Board of Trustees, or an authorized committee thereof, for discussion and resolution. This right is in addition to any other right or remedy any Owner may have at law or in equity.