

# **MUSLIM CEMETERY OF SOUTH FLORIDA**

# **MUSLIM CEMETERY OF MIAMI-DADE**

# **RIYADH-UL-JANNAH FUNERAL HOME**

## **RULES AND REGULATIONS**

### **Purpose**

These Rules and Regulations have been adopted for the protection of Owners of Interment Rights and the Muslim Cemetery of South Florida, the Muslim Cemetery of Miami-Dade, the Riyadh-Ul-Jannah Funeral Home and their owner, Bism Rabbik Foundation, Inc. (collectively "Foundation"). Any reference to these Rules and Regulations in any purchase agreement entered into by the Foundation, or in any Certificate of Interment Rights issued by the Foundation, shall have the same force and effect as if these Rules and Regulations were set forth in full therein. These Rules and Regulations have been adopted as the rules and regulations of the Foundation, and all Owners of Interment Rights, Visitors, and Contractors shall be subject to these Rules and Regulations. The Foundation reserves the right to adopt new Rules and Regulations or to amend, modify or repeal any section, paragraph, or sentence of these Rules and Regulations at any time.

I. Definitions

- a. "Rules and Regulations" means these Rules and Regulations, including any amendments, replacements, supplements, and addendums included later.
- b. "Cemetery" means either cemetery named in these Rules and Regulations.
- c. "Certificate of Interment Rights" means the document by which the Foundation conveys to the Owner the exclusive right of sepulture in a grave.
- d. "Contractor" means any person, firm, or entity engaged in delivering, setting or installing any merchandise or performing any kind of work on the Cemetery grounds, other than an employee of the Foundation.
- e. "Disinterment" means the removal of remains from an Interment Space.
- f. "Funeral Home" means Riyadh-Ul-Jannah Funeral Home.
- g. "Interment" means the disposition of remains by burial.
- h. "Interment Authorization" means the duly executed authorization, on a form provided by the Foundation, by both the Owner and the decedent's legally authorized person, to conduct the Interment.
- i. "Interment Right" means the right to inter the remains of a deceased person in a specific Interment Space within the Cemetery, subject to the limitations set forth herein.
- j. "Interment Space" means a specific grave at the Cemetery.
- k. "Interment Services" means the opening and closing of an Interment Space.
- l. "Memorial" means a monument, tombstone, grave marker, tablet, or headstone that identifies one or more graves.
- m. "Merchandise" means a memorial, marker, bench, scroll, cameo, Outer Burial Container, or any other item of merchandise to be installed within the Cemetery.
- n. "Opening and Closing" means the professional service to perform an Interment in an Interment Space.
- o. "Outer Burial Container" means the rigid outer container used to surround a casket.
- p. "Owner" means the owner of an Interment Right within the Cemetery as reflected in the Foundation's records.
- q. "Purchaser" is an individual who purchases an Interment Right.
- r. "Sexton" means the person or persons appointed by the Board of the Cemetery or its duly authorized representative who is responsible for the administration and care of the Cemetery.
- s. "Cemetery Purchase Agreement" means the written contract between the Foundation and a Purchaser in which the Foundation sells Interment Right(s), merchandise, or services from the Foundation to the Purchaser.

II. General Provisions

- a. Affected Persons
  - i. All persons within the Cemetery or Funeral Home must comply with these Rules and Regulations.
  - ii. The Foundation may remove any person who fails to comply with these Rules and Regulations. In addition, failure to comply with the Rules and Regulations may result in our refusal to provide service or other sanctions as determined in the sole discretion of the Foundation.
  - iii. Persons are permitted within the Cemetery during its normal business hours available from the Foundation.

- iv. In accordance with Islamic law, women are not permitted on the Cemetery grounds during the interment process. Woman may visit the grave site once interment has been completed.
- v. Persons shall enter and leave the Cemetery through public entrances.

b. Activities

- i. All activities to occur within the Cemetery and Funeral Home are subject to approval of and direction by the Foundation.
- ii. The Foundation shall schedule all activities conducted within the Cemetery during normal operating hours.
- iii. Arrangements for all activities within the Cemetery must be completed 48 hours prior to such activity. The Foundation may make an exception to this requirement in its sole discretion.
- iv. Vehicles within the Cemetery shall be operated only on driveways and roadways.
- v. Persons must, unless necessary to gain access to an Interment Space, utilize avenues, walkways, and roads of the Cemetery.
- vi. No dogs or other animals, except guide dogs, shall be permitted in the Cemetery, except such animal is owned by the Foundation or as permitted by the Foundation.
- vii. No person may possess, consume, or be under the influence of illegal drugs or alcohol within the Cemetery.
- viii. No person, other than military guard of honor, law enforcement and security personnel, may possess or use firearms within the Cemetery or Funeral Home.
- ix. No person may disturb the quiet order of the Cemetery.
- x. No person may fish, hunt, feed or disturb any fish or animals within the Cemetery.
- xi. No person may mar, break, or injure any Merchandise within the Cemetery.
- xii. No person may remove any landscape feature of the Cemetery without the permission of the Cemetery.
- xiii. Natural flowers may be placed within the Cemetery and are subject to the approval of the Foundation. No planting is permitted. No picket fences, lights, incense or lo bahan, balloons, or stuffed animals are permitted. The Foundation reserves the right to remove any items described in this paragraph in its discretion.
- xiv. No person may hire Foundation employees to perform services within the Cemetery.
- xv. Persons must treat the Sexton, Foundation staff, volunteers, trustees, and other persons with respect in the Cemetery and Funeral Home.
- xvi. Political protests are prohibited pursuant to Florida law.
- xvii. Soliciting, peddling, or distributing literature forms or flyers within the Cemetery is prohibited unless permitted by the Foundation.
- xviii. No advertisements may be placed within the Cemetery.
- xix. Human remains may be refrigerated at the Funeral Home for no more than 72 hours. At the conclusion of 72 hours human remains shall be interred.

III. Acquisition of Interment Rights

a. General

- i. The Cemetery may require that the acquisition of an Interment Right be by a form provided by the Foundation.
- ii. Acquisition of an Interment Right must be for the purposes of personal or family use and may not be made for the purpose of speculation or resale of such Interment Right, except with the written permission of the Foundation such as in the case of a

bulk sale to a religious institution for purposes of sale of Interment Rights by such religious institution to its members.

b. Certificate of Interment Rights

- i. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right.
- ii. The Certificate of Interment Rights, Cemetery Purchase Agreement, and these Rules and Regulations shall constitute the sole agreement between the Foundation and the Owner. No written and/or oral statement of any sales agent or other Foundation employee to the contrary shall bind the Foundation.
- iii. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Rights unless the Foundation approves, in writing, the sale or transfer of the Interment Rights in accordance with these Rules and Regulations.
- iv. Owners shall notify the Foundation of any change of address, telephone number or e-mail address.

IV. Use of Interment Rights

a. General

- i. Interment Rights shall be used for no purpose other than for the Interment and the memorialization of remains.
- ii. Although the Foundation shall not discriminate based on race or country of origin, the Cemetery is designated as a Cemetery exclusively for Muslims, and specifically for the Ahl-us-Sunnah wal-Jammah sect of Muslims.
- iii. At the discretion of the Foundation or the Sexton, the Foundation or Sexton may request proof that the decedent was an adherent of the Ahl-us-Sunnah wal-Jammah sect of Muslims at the time of death.
- iv. An Interment Right may not be divided or partitioned.
- v. The purchase of Interment Rights entitles the Owner the right to interment of remains within the Interment Rights and nothing more. No additional rights relating to real property are conveyed to the Interment Rights Owner.
- vi. Each Interment Right shall be subject to: (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents of the Foundation; and (c) the Rules and Regulations adopted by the Foundation.
- vii. Unless otherwise agreed upon by the Foundation, all Interments shall be performed on weekdays during the Cemetery's normal business hours.
- viii. Interments must be authorized by the Foundation, the Interment Rights Owner and the decedent's legally authorized person as required by Florida law and administrative rules, as applicable.
- ix. When there are two or more co-Owners, both may designate, in writing, one of the co-Owners for the purpose of granting authorizations required by the Foundation or by Florida law and administrative rules. In the absence of such designation, the Foundation may rely on the authorization of either co-Owner as permitted by Florida law or administrative rules.
- x. If no provision has been made for an Interment Space for remains received by the Foundation, the Cemetery may store the remains in a holding facility or other suitable place at the expense of the decedent's legally authorized person.

- xi. The Foundation may rely upon the identification of the decedent provided by the decedent's legally authorized person.
  - xii. The Foundation may correct any error made during an Interment. Such correction may include substitution of Interment Rights of comparable value and location, as determined in the sole discretion of Foundation, or the issuance of a refund for the amount paid for such Interment Right. Other than as described herein, the Foundation has no liability as a result of any error described herein.
  - xiii. No more than one set of remains shall be interred in a single Interment Space. Interment of remains must be authorized in writing by the Owner and each decedent's legally authorized person. The Interment of each decedent shall be considered a single Interment subject to fees for Interment Services.
  - xiv. The Foundation may require that all persons attending an Interment remain at a safe distance as determined by the Foundation.
  - xv. All protests of Interment must be in writing and filed with the Foundation office.
  - xvi. The Foundation may postpone, temporarily store remains, or reschedule a service if conditions, including, but not limited to the following, exist: failure to comply with these Rules and Regulations, a protest has been made, too many services are scheduled concurrently, inclement weather conditions, equipment breakdown, work stoppage, work slowdown, strike by labor union, or because of other conditions beyond the control of the Foundation.
  - xvii. Outer Burial Containers are required in some sections of the Cemetery in order to utilize Interment Rights therein.
- b. Disinterment
- i. A Disinterment shall be performed only by authorized Foundation personnel.
  - ii. A Disinterment must be authorized by the Foundation, the Interment Rights Owner and the decedent's legally authorized person as required by Florida law and administrative rules.
  - iii. A Disinterment shall be conducted in accordance with state and local laws and administrative rules.
  - iv. The Foundation may require that all persons attending a Disinterment remain at a safe distance as determined by the Foundation.
  - v. The Foundation shall exercise due care in making a Disinterment, but shall assume no liability for remains or Merchandise.
  - vi. When remains are transferred from one Interment Space to another, a new Outer Burial Container may be required in the sole discretion of the Foundation.
- c. Fees
- i. All amounts due for Interment Rights, Merchandise and Interment Services must be paid in full before an Interment or installation of any Merchandise is performed within the Cemetery.
  - ii. Any fees due to the Foundation as described in these Rules and Regulations must be paid in full before the activity to which such fee relates is permitted by the Foundation.
  - iii. The Foundation may charge fees for: Interment; Disinterment; approval, installation, correction or removal of Merchandise; storage of remains; transfer or exchange of Interment Rights.

- iv. The Foundation may charge additional fees for: services provided on weekends, holidays, after hours, or without the required 48 hours' notice or at times other than as identified on the Interment Authorization.
- V. Sale or Transfer of Rights
  - a. General
    - i. An Owner may sell or transfer Interment Rights upon approval by the Foundation, after having completed the Cemetery's required documentation and having paid the required fee.
    - ii. Upon request of an Owner, the Cemetery may repurchase an Interment Right at its discretion and upon terms agreed upon by Cemetery.
    - iii. All co-Owners of an Interment Right must authorize the sale or transfer of such Interment Right.
    - iv. Upon the death of an Owner or Co-Owner of an Interment Right, title to such Interment Right vests as set forth in any valid testamentary documentation. If no such documentation exists, then title shall vest in accordance with Florida law.
    - v. The Foundation shall have the right to refuse to consent to a sale or transfer of an Interment Right until the purchase price of the Interment Right has been paid in full.
    - vi. Upon receipt of an Order from a court of competent jurisdiction directing the conveyance or distribution of an Interment Right, the Foundation shall revise its records to reflect ownership of the Interment Right in accordance with such Order.
    - vii. The Foundation may, in its sole discretion, accept exchanges of Interment Rights between Interment Rights Owners.
    - viii. Disinterment for the purposes of resale or transfer of Interment Rights is prohibited.
- VI. Merchandise
  - a. General
    - i. All Merchandise must conform to the specifications established by the Foundation.
    - ii. Specification for the following types of Merchandise are available from the Foundation: Vaults, Memorials, and Benches.
    - iii. The Foundation may prohibit the installation of any Merchandise in its sole discretion.
  - b. Approval of Contractor and Installation
    - i. No Merchandise may be installed within the Cemetery without the permission of the Foundation given pursuant to these Rules and Regulations.
    - ii. The Foundation may require receipt of a blueprint or rendering and a complete description of any Merchandise to be installed within the Cemetery prior to such installation.
    - iii. The Foundation shall determine the date and time of any Merchandise installation or construction.
    - iv. A Contractor must submit an application for approval of installation of any Merchandise or inscription on a form provided or approved by the Foundation. The application must be received by the Foundation no later than 72 hours prior to the proposed installation.
    - v. The Foundation may require that a Contractor provide evidence of all required registration, licensure, and proof of insurance as required by Florida law and administrative rules.
  - c. Installation
    - i. The installation or removal of any Merchandise is subject to authorization by the Foundation, the Interment Rights Owner and the decedent's legally authorized

person. These requirements do not apply to the removal of merchandise for the purposes of repair or maintenance of the item or the area surrounding the item.

ii. The Foundation may, in its sole discretion, stop any installation.

d. Limitations and Prohibitions

i. Certain sections of the Cemetery are restricted to certain types of Merchandise.

ii. Only granite Memorials are permitted within the Cemetery.

iii. Only one Memorial may be placed on any single Interment Space, except with the written permission of the Foundation. No Memorial may be placed to cover two or more Interment Spaces except when all affected Interment Spaces are paid in full and such placement is authorized by the Foundation.

iv. All Memorials shall be set on uniform lines as prescribed by the Foundation.

v. The Foundation is obligated to furnish or substitute Merchandise which conforms to the description on the Purchase Agreement and is not required to provide a specific brand or provide merchandise from a specific manufacturer, supplier or vendor.

vi. The only warranty on any Merchandise sold by the Foundation is the express written warranty of the manufacturer of such Merchandise, if any.

vii. The Foundation is not responsible for any defects in material or workmanship or for errors or omissions relating to Merchandise which is not purchased from or installed by the Foundation.

viii. The name and inscription on each Memorial must correspond with the legal or Muslim name of the deceased interred or memorialized in the interment space.

e. Inspection, Correction and Removal of Merchandise

i. The Foundation shall have the right to inspect the installation of any Merchandise.

ii. No Merchandise shall be removed from any Interment Space without the permission of the Foundation, unless such removal is pursuant to these Rules and Regulations.

iii. If, in the sole discretion of the Foundation, the Foundation determines the installation was not completed or properly performed, it shall notify the Contractor and the Owner. Failure of the Contractor to make any required correction to the installation within 30 days from the date of notification by the Foundation shall subject such Merchandise to correction or removal by the Foundation.

iv. Any Contractor who has failed to make a requested correction of an installation pursuant to these Rules and Regulations may be prohibited from making future installations within the Cemetery.

v. If any Merchandise or inscription is determined by the Foundation, in its sole discretion, to be offensive or improper, the Foundation may (a) refuse to permit installation or (b) correct or remove such Merchandise or inscription.

vi. If the Foundation makes an error regarding the installation or inscription of Merchandise, the Foundation shall have the right to correct such error. Other than as described herein, the Foundation has no liability as a result of any error described herein.

VII. Care & Maintenance of Cemetery

a. General

i. The Cemetery will be cared for in a dignified manner.

ii. The Foundation is not responsible to any party for loss or damage, direct or indirect, resulting from any circumstance beyond its control.

b. Exclusive Rights of Cemetery

- i. The Foundation shall have the sole and exclusive authority to care for and maintain the Cemetery and to perform the interment of remains.
- ii. No persons other than duly authorized employees of the Foundation shall be permitted to perform any work within the Cemetery without the permission of the Foundation.
- iii. The Foundation may enlarge, reduce, re-plat, or change the boundaries or grading of the Cemetery or a section thereof.
- iv. The Foundation may modify, change the locations of, remove or re-grade any features, roads, drives, trees, shrubs, flowers, landscaping or walks.
- v. The Foundation may maintain, operate, alter, or change pipelines or gutters for sprinkling systems, drainage, and lakes.
- vi. The Foundation may use Cemetery property not sold to Owners as determined in its sole discretion.
- vii. The Foundation reserves to itself and to those lawfully entitled thereto a perpetual right of ingress and egress of Interment Spaces for the purpose of passage to and from other Interment Spaces.
- viii. The Foundation may remove, and is not responsible for, any flowers or landscape feature of any kind if they become unsightly or diseased, as determined in the sole discretion of the Foundation.
- ix. If any landscape feature becomes detrimental to the Cemetery, the Foundation may remove or correct such landscape feature. In the event of such removal, the Foundation shall have no obligation to replace the landscape feature.
- x. No landscape feature may be placed by anyone other than the Foundation without permission from the Foundation. If placement of a landscape feature is permitted, the Foundation may inspect the placement and require correction, correct or remove it as determined in the sole discretion of the Foundation.

VIII. Modifications and Amendments

a. General

- i. The Foundation is liable only as described within these Rules and Regulations.
- ii. The Foundation may adopt new Rules and Regulations, or amend, alter or repeal the Rules and Regulations at any time with or without notice to the Owners.
- iii. Enforcement and interpretation of these Rules and Regulations shall occur in the Foundation's sole discretion.
- iv. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Foundation may, without notice to Owners, make exceptions, suspensions, or modifications in any of the Rules and Regulations. Any such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
- v. If any of the Rules and Regulations provided herein are held to be unenforceable for any reason, all other Rules and Regulations contained herein will remain in full force and effect.