

**CITY OF LEBANON
NATURAL BURIAL AGREEMENT**

1. **PARTIES:**

“CITY”: City of Lebanon, NH

“DECEDENT”: _____
(Name of Decedent)

“REPRESENTATIVE”: _____
(Use Reverse Side (Name of Funeral Director or, if none, Decedent’s Representative)
for Additional Names)

“RELATIONSHIP”: _____
(If not Funeral Director, Identify the Relationship of Representative to the Decedent)

2. **AUTHORITY OF REPRESENTATIVE:** The REPRESENTATIVE warrants and represents to the CITY 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 remains of the DECEDENT and that no other person(s) has a superior right over the right of the REPRESENTATIVE.

3. **DECEDENT RESIDED IN THE CITY AT TIME OF PASSING:** The REPRESENTATIVE warrants and represents to the CITY that the DECEDENT was, at the time of their passing, a resident of the CITY.

4. **NATURAL BURIAL REPRESENTATIONS:** As provided in Lebanon City Code §46-7(B), while the details of a “Natural Burial” may vary, they promote the natural decomposition of the remains with minimal impact to the environment. The REPRESENTATIVE warrants and represents to the CITY that:

- A. The DECEDENT’s remains have undergone minimal preparation, without use of embalming or preservation services;
- B. The DECEDENT’s remains are contained within a ridged casket, coffin, or renewable container with minimal use of nails, staples, glue, or other fasteners;
- C. That external finishes of the casket or container do not include latex or metallic products and that any oil-based finish is entirely plant-based;
- D. That the remains will be buried without the use of a vault;
- E. The REPRESENTATIVE and/or their agent(s) will be responsible for the digging of the grave, lowering remains, and replacing excavated material, either by hand or using CITY-approved equipment, will meet all depth and coverage requirements in City regulations, and shall follow all instructions of the Lebanon Cemetery Sexton or designee;
- F. If such equipment is used, the REPRESENTATIVE will provide proof of liability insurance to cover any damages that may incurred during use; and
- G. That the grave marker will conform to requirements of City Code §46-9(B).

5. **WAIVER, RELEASE AND INDEMINIFICATION:** The REPRESENTATIVE understands, acknowledges and agrees to all of the following regarding the REPRESENTATIVE's choice of a Natural Burial:

- A. The REPRESENTATIVE understands all of the following limitations and potential risks of Natural Burial:
 - a. Potential for injury and/or damage to persons, property, the remains of the DECEDENT, and other burial plots caused by actions or omissions of the REPRESENTATIVE or his/her agents or designees while preparing the grave, attending the burial, lowering remains, and/or replacing excavated material, and potential for such events caused by similar activities during other burials in the area;
 - b. Potential settling and/or sinking of the ground over, under and/or around the gravesite;
 - c. Potential disturbance of the gravesite by animals; and
 - d. The inability in the future to exhume/disinter remains and move them at a later date without an order from a court of competent jurisdiction.

- B. The REPRESENTATIVE, for him/herself, the DECEDENT, and anyone who might claim through one or the other of them, hereby releases all claims and agrees to indemnify and hold harmless the CITY, its employees, agents, representatives, and officials, from any and all claims, damages, complaints, causes of action, suits, liabilities, demands and expenses (including attorneys' fees) of any nature whatsoever, both at law and in equity, arising out of or in any way related to the Natural Burial authorized herein, except for those arising from the willful misconduct of the CITY; and without limiting the foregoing, further agrees that, as between REPRESENTATIVE and the CITY, the REPRESENTATIVE shall be responsible for any and all such damages, injury, or other loss to themselves, to their agents and designees, and/or to the attendees of such Natural Burial.

6. **REQUEST FOR PERMISSION TO CARRY OUT NATURAL BURIAL:** The REPRESENTATIVE hereby requests permission from the CITY to carry out the Natural Burial contemplated herein, with the understanding and acceptancy by the REPRESENTATIVE of the various risks and obligations described herein and in Chapter 46 of the Lebanon City Code.

DATE:

SIGNATURE OF REPRESENTATIVE

Print Name:

ADDITIONAL REPRESENTATIVES

Name

Relationship to Decedent

Signature
