



# CONCESSION REGULATIONS

EFFECTIVE MAY 25, 2021



LE REPOS SAINT-FRANÇOIS D'ASSISE  
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## FOREWORD

*These Concession Regulations\* ensure sound governance of the cemetery by specifying both the rights and obligations of concession holders. They also define procedures in compliance with the laws in effect.*

*And help ensure that the cemetery remains a safe and peaceful place, respectful of the deceased, the grieving families and people who come to visit.*

*Thank you for respecting them.*

*The Le repos Saint-François d'Assise  
Management Team*

*\*These regulations were approved by the  
Le repos Saint-François d'Assise Board of Directors on May 25, 2021.  
They are subject to change without notice.*

## OUR MISSION

*Le repos Saint-François d'Assise*

Le repos Saint-François d'Assise is a Catholic cemetery whose mission is to be attentive to the needs of grieving families and ensure that loved ones who have passed away receive a dignified burial.

As a registered charitable organization and century-old institution, Le repos Saint-François d'Assise provides a variety of concessions, goods, and services to meet each client's needs in keeping with Christian funeral rites and the cemetery's sacred status.

Le repos Saint-François d'Assise employs a team of dedicated, professional, and knowledgeable managers and employees whose primary goal is to serve the public and be attentive to their needs. The team at Le repos Saint-François d'Assise values integrity, dignity, respect, honesty, and transparency above all else.

Le repos Saint-François d'Assise carefully manages the funds entrusted to it so it can fully comply with long-term contracts and fulfill the resulting obligations and duties.

Le repos Saint-François d'Assise has an administrative structure in place to ensure its long-term viability.



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## Chapter 1 GENERAL PROVISIONS

### Article 1

#### TITLE AND SCOPE OF THE REGULATIONS

These concession regulations apply to all Le repos Saint-François d'Assise forms and contracts and may be referred to as the "Concession Regulations." In accordance with concession contract provisions, these regulations replace the previous regulations, effective May 25, 2021. They may subsequently be amended.

All concession holders, assignees, successors, and responsible persons must comply with these regulations as well as with any future amendments and/or regulations, in accordance with the provisions of the concession contract.

The Concession Regulations also apply to beneficiaries and visitors.

### Article 2

#### DEFINITIONS

Unless context dictates otherwise, the Concession Regulations use the following definitions:

##### 2.1 "beneficiary"

A person designated by the concession holder in the concession contract as having a burial right in the concession.

##### 2.2 "assignor"

A person who transfers the right to use the concession to a designated assignee.

##### 2.3 "assignee"

A natural person of legal age who has obtained the right to use a concession under the terms of the original contract by:

- Designation of the assignee at death as provided for in the initial contract
- Designation of the assignee inter vivos (during the concession holder's lifetime)
- Designation of the assignee in a will
- Designation of the assignee in the absence of a will

##### 2.4 "cemetery"

"Cemetery" All grounds, buildings, roads, pathways, fences, hedges, trees, and shrubbery that are the property of Le repos Saint-François d'Assise and constitute an entire site intended for the interment of the deceased and of cremated remains. Unless the context dictates otherwise, it also refers to the legal entity Le repos Saint-François d'Assise, the cemetery's owner.

##### 2.5 "columbarium"

Indoor or outdoor funerary structure with niches to accommodate one or more cinerary urns containing cremated remains.

##### 2.6 "concession"

Authorization granted by Le repos Saint-François d'Assise through a concession contract to use one of the cemetery's plots, niches, crypts, or other similar burial sites, which remain cemetery property, for a fixed period, in return for payment of the required costs determined by the cemetery and for the sole purpose of burying a body or cremated remains in accordance with the laws and regulations in force. Depending on the context, "concession" may also refer to the plot itself that is the subject of such authorization.



### **2.7 “concession holder”**

A physical person of legal age who signs a concession contract. May also be a religious institution or organization that was approved by the cemetery’s Board of Directors and signed a concession contract.

### **2.8 “concession contract”**

A written contract between Le repos Saint-François d’Assise and the concession holder granting the latter user rights in the cemetery.

### **2.9 “crypt”**

A space in a mausoleum intended to accommodate one or more caskets in accordance with the standards and regulations in force.

### **2.10 “burial right”**

The permission to be buried granted by the concession holder to a beneficiary. This permission is subject to approval by Le repos Saint-François d’Assise in compliance with the Concession Regulations.

### **2.11 “user right”**

Permission granted by Le repos Saint-François d’Assise to a concession holder to use a plot for burial.

### **2.12 “maintenance”**

The act of keeping the cemetery well maintained by making repairs as needed and by doing maintenance work Le repos Saint-François d’Assise judges necessary, such as grass cutting and landscaping. This includes, among other things, maintaining infrastructure such as roads, signage, parking, irrigation, pipes and drains, and fences as well as mausoleums, columbariums, and other structures.

### **2.13 “legatee”**

The person designated as an heir in a will.

### **2.14 “legal heir”**

A person designated as heir if there is no will (ab intestato) in accordance with the devolution rules stipulated in the Civil Code of Quebec.

### **2.15 “Repos”**

The legal entity “Le repos Saint-François d’Assise,” previously the “Cimetière de l’Est de Montréal,” constituted by a private Act and registered as a charitable organization.

### **2.16 “plot”**

A piece of land, the dimensions of which are determined by Le repos Saint-François d’Assise, used to bury one or more caskets containing human remains and/or cinerary urns.

### **2.17 “common grave”**

The portion of the cemetery used for burials outside the plots covered by concessions.

### **2.18 “mausoleum”**

Indoor or outdoor funerary structure designed to accommodate, in crypts or recesses, one or more casket(s) containing human remains.

### **2.19 “niche”**

A space in a columbarium designed to accommodate cinerary urns containing cremated remains.

### **2.20 “funerary structure”**

All monuments, headstones, grave markers, statues, inscriptions, or other structures used to commemorate the deceased, and identify or decorate a gravesite.

### **2.21 “perpetuity”**

Period not exceeding 99 years starting from the date on which the concession contract is signed.

### **2.22 “responsible person”**

An adult natural person who is officially mandated by the concession holder or assignees to convey majority or unanimous decisions to Le repos Saint-François d’Assise on behalf of the group.

If the concession holder is a legal entity, the responsible person may also be a physical person designated by the concession holder’s assignees or representatives to be responsible for the concession in accordance with Article 6.

### **2.23 “cinerary urn”**

Container holding the cremated remains of a deceased person.



## Chapter 2 CONCESSIONS

### Article 3 CONTENTS OF THE CONCESSION CONTRACT

The right to use a plot, niche, crypt, or other similar location is granted by means of a Concession Contract between Repos and the concession holder containing, among other things, the name and contact information of the concession holder, a description of the concession, the price, the duration of the concession, and the concession holder's declaration that they have read and agrees to be bound by the Concession Regulations.

### Article 4 ASSIGNMENT OF USER RIGHTS

**4.1**  
Concession holders may transfer their concession rights to a third party while they are alive or through their will. Such a transfer must be free of charge. However, if the concession holder wishes to transfer their concession rights during their lifetime, the transfer will be subject to administrative fees.

**4.2**  
The assignor, heirs or successors must identify an assignee for the concession holder's concession and provide Repos with their name and contact information within ninety (90) days of the concession holder's death.

**4.3**  
If the concerned parties fail to comply with the provisions in Article 4.2, Repos has the right to cancel the concession by giving ninety (90) days written notice to the concession holder's successor or beneficiaries.

### Article 5 CONTENTIOUS CASES

**5.1**  
Anyone claiming to have acquired the user rights to a concession must provide legal documentary proof to this effect to Repos.

**5.2**  
In the event of any problems regarding a concession, the dispute must be settled privately or taken to trial as a last resort. Until a ruling is handed down, human remains or cinerary urns containing cremated remains may be placed in a location used for this purpose, at the expense of the interested parties.

### Article 6 RESPONSIBLE PERSON

**6.1 Designating a responsible person**  
Within ninety (90) days of the concession holder's death, if the user rights belong to several assignees, they must inform Repos in writing of the name and contact information of the person responsible for the concession.

If the concession holder is a legal entity, a responsible person is designated when the concession contract is signed.

**6.2 Declaration from the responsible person**  
If there are no assignees or a responsible person is not designated, a physical person who has expressed interest in accordance with the law can be designated as the person responsible for a concession by making a commitment under oath to that effect, to the satisfaction of Repos.



### 6.3 Responsible person's duties

The responsible person is in charge of the concession and acts as an administrator of the property of others under the Civil Code of Québec and his or her decisions bind the co-heirs with respect to the administration of the concession.

### 6.4 Changing the responsible person

A different responsible person may be designated at any time by the assignees, provided Repos is notified. Repos will only send correspondence to the last known address of the designated responsible person, as needed.

## Article 7

### CHARACTERISTICS OF THE CONCESSION

#### 7.1

A single physical person or legal entity accepted by Repos must be responsible for the concession.

#### 7.2

A concession is non-transferable and cannot be seized, except in the cases stipulated in the Concession Regulations.

## Article 8

### DURATION OF CONCESSION AND BURIAL IN A COMMUNAL GRAVE

#### 8.1

The concession of a plot is for a period of ninety-nine (99) years, provided the concession holder does not default on the terms and conditions of these Concession Regulations.

#### 8.2

The concession of a crypt in a mausoleum or a niche in a columbarium is for a duration specified in the concession contract, provided the concession holder does not default on the terms and conditions of these Concession Regulations.

#### 8.3

Concessions that expire can be renewed under the terms and conditions in effect on the expiration date.

#### 8.4

The right to be buried in a common grave is granted for not more than ten (10) years.

## Article 9

### NUMBER OF PLACES

Repos alone determines:

- The dimensions of plots, crypts, and niches
- The number of caskets and/or cinerary urns per concession

## Article 10

### COMPLIANCE WITH THE ORIGINAL CONTRACT

Following the death of a concession holder, the concession contract is binding upon the heirs and successors of the deceased concession holder, and any assignee or beneficiaries.



## Chapter 3 RATES AND TERMINATION

### Article 11 RATE SETTING

Repos establishes the rates for the concession of plots, crypts, and niches as well as the prices for the goods and services offered.

### Article 12 PAYMENT OF FEES

**12.1**  
The concession may not be used before the required minimum deposit has been paid.

**12.2**  
The fees for a cremation or burial must be paid in full before the services are provided.

### Article 13 RIGHT OF REPOSSESSION

**13.1**  
Repos may repossess any concession that is not paid for in full in accordance with the terms and conditions of the contract and may keep all sums received as damages.

**13.2**  
Repos may repossess any concession abandoned for more than thirty (30) years, in accordance with the Act respecting Roman Catholic cemetery companies (RSQ, chapter C-40.1).

**13.3**  
Any concession remaining unclaimed by the concession holder or his or her heirs or successors for more than thirty (30) years is presumed abandoned.

**13.4**  
In the event of repossession of a concession by Repos in accordance with the Concession Regulations, any monument erected on said concession becomes the property of Repos, which may dispose of it.

**13.5**  
Repos may also cancel a concession contract if the concession holder, after being given formal notice, refuses or neglects to comply with the provisions of the Concession Regulations or any other applicable regulations.

**13.6**  
When a concession is repossessed, Repos may bury in a common grave any caskets and/or cinerary urns found in this repossessed concession.



## Chapter 4 INTERMENT AND DISINTERMENT

### Article 14 RESTRICTIONS

**14.1**  
The concession holder may not proceed with any interment or disinterment in his or her concession as such operations fall exclusively within the purview of Repos.

**14.2**  
Repos determines the times, dates, and periods of the year when interments and/or disinterments can be carried out.



### 14.3

Repos may take any measures it deems advisable for the proper conduct of its operations during a burial or disinterment. For example, it may postpone a burial or disinterment if it considers it necessary to do so to protect its employees, or persons who may be present, due to conditions it considers to be unfavorable, until such conditions have ceased.

## Article 15

### INTERMENTS/BURIALS

#### 15.1

All interments and disinterments must be carried out in accordance with applicable laws and regulations, particularly the provisions of the *Burial Act* (CQLR, c. A-5.02) and the regulations adopted under it, or any law replacing it, as well as the regulations adopted by Repos.

#### 15.2

All burial requests must be submitted to Repos at least 24 hours prior to interment.

#### 15.3

Before carrying out a burial, Repos must obtain written authorization from the concession holder or the person responsible for the concession, as the case may be.

#### 15.4

As a Catholic cemetery, Repos wishes to state that the human remains must be treated with respect.

## Article 16

### DISINTERMENT

#### 16.1

Before disinterring a body, Repos must receive a Superior Court order in compliance with the *Burial Act* or any act replacing it, as well as payment of disinterment fees.

#### 16.2

No cinerary urn may be disinterred without the written authorization of Repos.



## Chapter 5

### MAINTENANCE

## Article 17

### ANNUAL AND LONG-TERM MAINTENANCE

#### 17.1

Repos undertakes to ensure the maintenance of the concession for the duration of the concession contract.

#### 17.2

Concession holders who hold plots conceded prior to 1971 with annual maintenance must pay the fees determined by Repos for the balance of the duration of the concession.

#### 17.3

Repos may repossess, without further formalities, any plot for which the annual maintenance fee has not been paid for a period of ten (10) years. In such cases, any monument erected on said plot becomes the property of Repos, which may dispose of it.

#### 17.4

So-called “perpetual” maintenance is limited to the duration of the concession contract.



## Chapter 6 FOUNDATIONS AND MONUMENTS

### Article 18 FOUNDATIONS

All monuments must be installed on a concrete foundation. Only Repos may install foundations, at the concession holder's expense and at the going rate.

### Article 19 MONUMENTS

**19.1**  
Only one monument may be installed per plot and it must be centered at the head of the plot. Should a concession holder own two parallel adjacent plots and want to erect one monument or funerary structure for both plots, the monument must be installed on the center line of these plot.

**19.2**  
No monument may be installed or removed without written authorization from Repos. Any damage caused by such work will be at the concession holder's expense. Any drawing, sculpture, bust, object or statue to appear or be installed on the monument must first be approved by Repos.

In such cases, the concession holder must submit plans for the monument to Repos and obtain its written approval. Repos cannot be held responsible for any theft, breakage, or damage caused to objects on monuments or funerary structures.

**19.3**  
Only monuments made of granite are permitted. Monuments made of other materials such as marble, glass, wood, or metal are forbidden and Repos may dispose of them after notifying the concession holder in writing.

**19.4**  
The plot number must be engraved at the base of the monument.

**19.5**  
The name of the monument's maker may only be indicated at the base of the monument on a surface not exceeding 2.5 centimeters by 10 centimeters (1 inch by 4 inches).

**19.6**  
Flat markers placed on the ground are prohibited, except for those installed by Repos. It is also forbidden to place any stone other than the monument itself on a plot.

**19.7**  
The granite base placed on the foundation and designed to support the monument must be at least thirty (30) centimeters (12 inches) high.

**19.8**  
The concession holder is responsible at all times for the maintenance of his monument or funerary structure and for any damage caused by his monument or funerary structure.

**19.9**  
The concession holder must make any and all repairs requested of him or her within three (3) months of receiving notice to that effect. If not, Repos may remove the monument or funerary structure or have someone carry out the work deemed necessary at the concession holder's expense.

**19.10**  
Cinerary urns may not be placed in the base or any other part of the monument or funerary structure.



## Chapter 7 ORNEMENTATION

### Article 20 ORNEMENTATION (PLOTS)

#### 20.1

So as not to impede maintenance work, only the first forty-five (45) centimeters (18 inches) at the head of the plot may be used to plant natural flowers. Flowers must be planted in the ground and not left in any type of container. Only a plastic border driven into the ground is permitted to mark the borders of the flowerbed.

No ornamentation such as lanterns, glass objects, potted plants or similar items, are permitted unless permanently attached to the monument or its base. Artificial flowers, alone or in a bunch, are not permitted.

Flowers or ornaments that do not comply with this regulatory provisions are considered to be unauthorized and may be removed by Repos, and disposed of without notice or further formality.

#### 20.2

After obtaining authorization from Repos, shrubs or bushes, except for plants with thorns, may be planted on either side of a monument with an individual foundation, within the plot's boundaries. Concession holders are responsible for the maintenance of all plants.

#### 20.3

Repos may cut or remove, at the concession holder's expense, any plant in an unauthorized location, whose size may hinder general maintenance operations, or whose appearance is unacceptable.

#### 20.4

Fences, markers, walls, chains, or any other kind of barriers are prohibited throughout the cemetery because they impede maintenance operations and constitute a serious safety hazard for the cemetery's visitors and staff. Such items and any other unauthorized objects may be removed and Repos may dispose of them without notice or further formality.

#### 20.5

It is prohibited to raise the ground on a plot or part of a plot.

#### 20.6

No planting is permitted on plots less than twelve (12) square feet.

#### 20.7

Flower arrangements placed on plots during burial will be removed after 24 hours without notice.

#### 20.8

No ornamental object can be attached to a monument shared by different concession holders (back to back).

### Article 21 ORNEMENTATION (NICHEs)

#### 21.1

Only metal (bronze, brass, pewter, aluminum), stone (marble, onyx, jade, granite), glass, or porcelain urns that comply with cinary urn models and types may be placed in niches with a glass facade.

#### 21.2

Only one photo and one personal object of the deceased person, other than a plaque with the name of the deceased, may be placed in niches with a glass façade.

Repos may remove any object deemed inappropriate or disrespectful of the site and dispose of it without notice or further formality.

#### 21.3

For niches with a marble or tinted facades, only porcelain photos and bronze ornaments sold and installed by Repos are permitted. The engraving of the first and last name of the deceased and the years in which they were born and died will be handled exclusively by Repos.

#### 21.4

No object or ornament apart from those sold and installed by Repos may be glued or installed on niche façades. All unauthorized objects will be removed and Repos may dispose of them without notice or further formality.

#### 21.5

It is forbidden to place flower vases, bouquets or any other objects on the ground. All unauthorized objects will be removed and Repos may dispose of them without notice or further formality.

#### 21.6

Articles 22.1 to 22.3, inclusively, do not apply in the Saint-Joseph mausoleum-columbarium.

#### 21.7

It is strictly forbidden to use anything that may constitute a fire hazard such as lanterns, votive lights, or candles.

#### 21.8

All marble and glass niches facades, cinerary urns and other accessories such as photos, ornaments and light fixtures must be handled exclusively by Repos.

### Article 22

## ORNEMENTATION (CRYPTS)

#### 22.1

No objects may be glued or installed on crypt facades except items sold and installed by Repos, such as porcelain photos, inscriptions, light fixtures, flower vases, and bronze ornaments. The engraving of the first and last name of the deceased and the dates they were born and died will be handled exclusively by Le Repos Saint-François d'Assise.

#### 22.2

Only artificial flowers are permitted in flower vases. Live flowers or plants, potted plants, and all other unauthorized objects will be removed by Repos, which may dispose of them without notice or further formality.

#### 22.3

It is forbidden to place bouquets of live flowers, potted plants, or any other object on the ground or to glue such items to crypts facades. All unauthorized objects will be removed and Repos may dispose of them without notice or further formality.

#### 22.4

Articles 22.1 to 22.3, inclusively, do not apply in the Saint-Joseph mausoleum-columbarium.

#### 22.5

It is strictly forbidden to use anything that may constitute a fire hazard such as lanterns, votive lights, or candles.

#### 22.6

It is forbidden to place cut flowers inside the crypt.



## Chapter 8 SPECIAL CONDITIONS

### Article 23

## RULES OF USE

#### 23.1

Repos will do whatever it deems necessary or useful when required to maintain the peace, order, and sacred nature of the premises.

#### 23.2

Repos is not responsible for acts of vandalism or other damage caused by others, or for damage caused by inclement weather.

#### 23.3

Repos is not responsible for damage caused to goods in a concession due to expropriation or any decision made by higher civil or religious authorities regarding the operation of cemeteries.



#### 23.4

Anyone entering the cemetery must conduct him or herself with respect and decency and refrain from disturbing the peace, order, and sacred nature of the premises. They must abstain from any behaviour that could be considered harassment in any form whatsoever.

Repos may deny entry to the cemetery or remove anyone or any group of people who disturb or are likely to disturb the peace, order, and sacred nature of the premises. It will also take any action dictated by its policy on the prevention and control of violence and harassment.

#### 23.5

Solicitation is prohibited on the property of Repos without express authorization and written certification to this effect.

#### 23.6

Vehicles may only drive on the roads and in the parking lots in the cemetery. Repos may tow any vehicle illegally parked on cemetery property, at the owner's expense. All vehicles on cemetery property must respect the 30 km/h speed limit.

#### 23.7

Anyone who would like to use a drone, at a family's request, to film a funeral procession and/or ceremony must provide a certificate of liability insurance covering the use of the drone and must obtain prior consent from the cemetery. In all cases, the person operating the drone must only film the funeral procession of the family who requested it, in accordance with Transport Canada's rules for drones.

#### 23.8

Pets are not allowed in the cemetery.

### Article 24

## RULES OF INTERPRETATION

#### 24.1 Discretionary power

Where the Concession Regulations grant discretionary power to Repos, it may exercise such power as it chooses and when it deems proper to ensure sound management of the cemetery.

It may also take any measure it deems necessary or useful to properly manage the cemetery and respect the special character of the site, including any provision to specify, clarify, and interpret one or more articles in these Concession Regulations.

#### 24.2

Words in the singular include the plural and vice versa, and provisions that apply to physical persons also apply to legal entities.

#### 24.3

In case of any discrepancy between the English and French version of the Concession Regulations, the French version will prevail.

### Article 25

## CHANGE OF ADDRESS

The address of the concession holder, assignee or person responsible for the concession is the last address indicated in the concession register. These persons must immediately notify Repos of any change of address.



**ORGANIZING A FUNERAL AND CHOOSING A  
BURIAL SITE IS A COMPLICATED PROCESS.  
THAT'S WHY WE OFFER:**

**A SIMPLE APPROACH**

Our experienced advisors are here to guide you and explain the various options available to you for funeral services as well as burial sites such as niches, crypts, and plots.

**RESPECT FOR YOUR NEEDS**

Our advisors do not work on commission, so they are fully dedicated to helping you and providing guidance in tune with your needs and choices.

**SERVICES WITHIN YOUR BUDGET**

Le repos Saint-François d'Assise is a non-profit organization that offers a range of services at various price points to match any budget.

**OPEN DAILY**

Our advisors are available to speak with you seven days a week at our office. You can also call or email us:

514 255-6444

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