

AGREEMENT FOR CEMETERY SEXTON SERVICES

This Agreement is made this ____ day of December, 2023 by and between **Huron Cemetery Maintenance**, whose address is 764 N. Milford Road, Highland, Michigan 48357 (the "Contractor"), and the **Township of White Lake**, whose address is 7525 Highland Road, White Lake, Michigan 48383 (the "Township").

WHEREAS, Contractor has agreed to engage in the business of Cemetery Sexton Services for the Township, and

Therefore, the Contractor and the Township agrees as follows:

1. **Term of Agreement:** This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2026.
2. **Cemetery Sexton Services:**
 - a. Contractor will work directly with the Township, funeral directors and family of deceased persons in arranging all funerals at Oxbow Lakeside Cemetery, White Lake Cemetery and Granger Cemetery (hereinafter collectively "Cemetery").
 - b. Contractor will make arrangements for and complete opening and closing of graves. Contractor will be paid a fee for opening and closing of graves in amounts which will not exceed the schedule of fees on attached Appendix "A" which is incorporated herein by reference and made a part of this Agreement. Payment of such fees is to be made directly to Contractor by the funeral director and/or family of the deceased person.
 - c. Contractor will make arrangements for laying foundations and will set foundations. Foundations will be two inches on all sides larger than the base of markers, shall be approximately four inches from top to bottom and will be installed so the top of the foundation is flush with the ground. Charges for setting foundations will not exceed the amounts specified on Appendix "B". Payment of such charges is to be made directly to Contractor by the funeral director and/or family of the deceased person.
 - d. Contractor will arrange for placement of granite headstones where no foundation is required flush with the ground in cooperation with the Monument Company. Charges for placement of headstones will not exceed the amounts specified on Appendix "C".
 - e. Contractor will record burials and file all death certificates and/or burial-transit permits at least once every five working days with the Clerk of the Township.
 - f. Contractor will handle all leveling and seeding of new graves.
 - g. Contractor will provide its own equipment, labor, and supplies necessary to fulfill his duties.

3. **Independent Contractor**: The Township and Contractor intend that this Agreement create an independent contractor/client relationship. Contractor has sole control over the conduct and control of how and when Contractor will perform the Services. Contractor is not to be considered an employee of Township for any purpose, and neither Contractor nor any employees or agents Contractor uses to perform the Services under this Agreement (if any) are entitled to any of the benefits that Township may provide for Township's employees.

4. **Insurance**: Contractor shall purchase and keep in effect during the term of this Agreement the following types of insurance at least in the following amounts:
 - a. Comprehensive General Liability Insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence for Bodily injury and Property Damage.

 - b. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$500,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

 - c. Workers Compensation Insurance as required by the laws of the State of Michigan.

 - d. Owner, its successors, heirs and assigns, shall hold harmless and indemnify the Township for any liability incurred by the Township resulting from any loss, claim or damage to persons or property arising out of the failure of any of the parties to perform their obligations under this Agreement.

 - e. Commercial General Liability and Comprehensive Automobile Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The Township of White Lake, all elected and appointed officials, all employees and volunteers, all boards, committees, and/or authorities and board members, including employees and volunteers thereof.

 - f. Contractor shall provide the Township with a Certificate of Insurance as well as required endorsement for additional insured, evidencing the purchase and continued coverage throughout the term of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Township. The requirements above should not be interpreted to limit the liability of the contractor, and all deductibles and SIR's are the responsibility of the contractor.

5. **Indemnification**: Contractor agrees to defend, indemnify, and hold harmless Township (and its officers, employees, agents, successors and assignees) from and against all suits, damages, expenses, attorney fees and consequences of liability imposed on the Township

that are caused by the acts or omissions of Contractor (or Contractor's employees, agents, independent contractors, officers, successors, or assigns).

6. **Termination**: This Agreement may be terminated by either party with or without cause during the term of this Agreement upon sixty (60) days written notice.
7. **Return of Records**: Contractor acknowledges that the records regarding the Cemetery are important public records and shall be provided promptly to the Township upon request. If this Agreement is terminated for any reason or at the expiration of the term of this Agreement, Contractor shall return to the Township all of its records regarding its Cemetery. These records shall include all records turned over to Contractor by Township or any other person prior to or during the term of this Agreement and all records maintained, created or supplemented by Contractor during the time Contractor has in effect an Agreement for cemetery sexton services for the Township of White Lake.
8. **Services Excluded from Contractor**: Contractor shall not be responsible for providing any services not specified in this Agreement.

The Contractor and the Township of White Lake have set their hand and seal this _____ day of December, 2023.

HURON CEMETERY MAINTENANCE

By:
Its:

TOWNSHIP OF WHITE LAKE

By: Rik Kowall
Its: Supervisor

By: Anthony Noble
Its: Clerk

Appendix "A"

Grave Opening and Closing Fees:

Adult - \$1,100.00
Youth (up to 4') - \$500.00
Baby - \$250.00
Cremation – \$550.00
Two Cremations same time/same grave - \$700.00

Above changes are **doubled** for Sunday burials and for burials and **tripled** for burials on the holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve after 12:00 p.m. and Christmas Day.

An overtime charge of \$150.00 will be charged for all funeral arrivals after 3:00 p.m. Monday through Friday and all day on Saturdays.

Appendix “B”

Foundation Fees for Monuments:

\$.70 per square inch (Minimum fee of \$250.00)*

* All Foundations must be larger than marker size

Appendix “C”

Granite Marker Flush Setting Fees:

\$.50 per square inch (Minimum fee of \$175.00).

Corner Markers (set of four) \$200.00

Government Issued Markers (all types) \$250.00

*Vase Only \$200.00

*Add \$50.00 for Built-in Vase