

**JEWISH BURIAL ASSOCIATION OF MADISON**  
**Beit Olamim – Madison's Jewish Cemetery**  
**Rules and Regulations**

Within Sunset Memory Gardens, a cemetery located in Madison, Wisconsin, a Jewish cemetery, Beit Olamim, is maintained by the Jewish Burial Association of Madison (JBAM). The Jewish cemetery has two sections: a section governed by the rules and regulations for a halachic Jewish cemetery, Sha'ar HaRachamim, and a section with more flexible rules, Sha'ar Shalom.

The term "plot owner" shall mean the owner of record, as reflected in the records of JBAM, if such owner is living, and if not living, such terms shall refer to the legal representative or next of kin to such owner. The JBAM may rely on any statement or evidence as to the existence of the owner or the identity of the legal representative or next of kin, and the JBAM reserves the right (which need not be exercised) to withhold any action pending the presentation of evidence satisfactory to the JBAM to establish the same or to verify the authority of any person purporting to exercise the rights of an owner.

**A. Qualifications**

1. To fulfill the requirement of a burial in the Sha'ar HaRachamim Section of Beit Olamim, the deceased, at the time of death, must have been Jewish. Specifically, this means either -
  - a. The natural born mother of the deceased was halachically Jewish at the time of the latter's birth; or
  - b. The deceased during his or her lifetime converted to Judaism according to the following rules -
    1. female - appearance before a *Beit Din* (Jewish Court) and having undergone *Tevilah* (ritual immersion in a kosher *Mikvah* or appropriate natural body of water).
    2. male - same as (1) with addition of *Brit Milah* (ritual circumcision) or *Hatafat Dam Brit*.
2. To fulfill the requirement of a burial in the Sha'ar Shalom Section of Beit Olamim, the deceased, at the time of death, must meet one of the following criteria:
  - a. Be the child of two Jewish parents and not have converted to another religion, or
  - b. Be the child of one Jewish parent, identifies solely with the Jewish faith and not have converted to another religion, or
  - c. Be a person who has converted to Judaism, or
  - d. Be an immediate family member (partner or child) of a Jewish person who is buried or to be buried in Beit Olamim.
3. Only persons of the Jewish religion can conduct services.
4. Burials and services may not be conducted on Shabbat or on Yom Tov (*Shavuot*, *Sukkot*, *Pesach*, *Rosh Hashanah*, *Yom Kippur*, and for *Sha'ar HaRachamim*, *Yom Tov Sheini*) as determined by the Jewish calendar for Jews living outside the land of Israel.
5. Plots and other burial facilities in Beit Olamim shall be acquired and used for no other purpose than as a place of burial for those who have died and meet the qualifications for burial and for the burial of sacred texts and objects that are in disrepair.
6. Interments may be only with the prior written consent of the JBAM and after the payment of charges for plots as established by the JBAM at the time of purchase

- and other services to be provided by the management of Sunset Memory Gardens based upon rates for which are in effect at the time the services are purchased. A transfer or assignment of any plot, interment right, or of any interest therein, will be valid only if made to an individual who meets the qualifications for burial in the respective section and only after such transfer has been recorded in JBAM's records, for which the JBAM may charge a reasonable fee.
7. Before an interment can be made or any work order can be satisfied for any plot, an order in writing from the plot owner or his or her representative must be presented on forms approved by the JBAM, together with such additional information and data as may be required by law. At least eight business hours of daylight time shall be allowed for necessary labor to open graves. JBAM shall not be responsible for any delay in opening caused by circumstances beyond its control. The cemetery shall not be required to remain in operation during times of civil unrest or other impediment to operation beyond the reasonable control of cemetery.
  8. Plot owners shall pay the charge for opening and closing graves from time to time established by the management of Sunset Memory Gardens and all such graves shall be opened and closed only by the Sunset Memory Gardens.
  9. In all cases of interment, the JBAM and Sunset Memory Gardens must receive sufficient notice prior to the arrival of the funeral cortege at the Cemetery, to enable the Cemetery to make proper preparations thereof.
  10. Only one interment with a casket will be allowed in one grave in either section. In Sha'ar Shalom, multiple burials of "cremains" in one plot may be accommodated with advanced approval by JBAM. In Sha'ar Shalom, after burial of a casket, an additional cremains may be later buried in the save grave at half the prevailing cost of a burial right at the time the second right is purchased.

#### **B. Markers, Monuments and Structures**

11. No non-Jewish religious symbolism or writing is allowed.
12. No monument, grave marker, nor any structure, nor anything else of any shape not in conformity with the rules and regulations established by JBAM, which may be amended from time to time, will be permitted. The plans, specifications and details of all structures and monuments must developed with the advice of a Rabbi approved by JBAM and then submitted to and approved by the JBAM as a precondition to the right to install the same.
13. Headstones, memorials or markers (hereinafter "markers") must be of first quality material of granite or bronze. The maximum height for any marker shall be 36 inches and its depth shall not exceed 18 inches. In the case of a single plot, the marker shall not exceed 24 inches in width, and in the case of a multiple plot, the marker shall not exceed 64 inches in width.
14. No more than one marker shall be erected on any one grave, provided that, in the case of a family plot, a family marker, or position thereof and an individual marker may be used. In such instance, the individual marker shall not obstruct the family marker. All markers shall be set on lines as prescribed by, and in conformance to, the general plans of Sunset Memory Gardens.
15. No mausoleums, sarcophagi, vaults and other structures may be erected.
16. No chains, posts or copings or slabs are permitted on any grave or lot.
17. Headstones and monuments which have fallen, which require repairing or which have become unsightly may, in the discretion of the JBAM or the management of Sunset Memory Gardens, be repaired or removed, in either case

- at the expense of the legal plot owner or representative, unless replaced or repaired by the plot owners within thirty days after notification.
18. All floral designs when faded, dead flowers and broken flags are subject to removal by the Sunset Memory Gardens. Artificial flowers or grave decorations may be used only with prior consent of JBAM.
  19. All persons wishing to do monument work in the Cemetery, including erecting monuments, or ordering foundations for them, setting grave markers, cutting any inscription, or doing any work pertaining thereto, must present to the Sunset Memory Gardens a written order, signed by the plot owner, giving his or her authorization to do such work, together with evidence of insurance, and must receive a permit from the management of Sunset Memory Gardens before commencing the work, or bringing any materials onto, the grounds; such permit shall be shown whenever demanded by any representative of the Sunset Memory Gardens, together with necessary proof of indemnification or insurance.
  20. In moving materials for monuments, or any other purpose, adjacent or intervening plots must not be trespassed upon unless deemed necessary by the Sunset Memory Gardens. The paths are to be used in all cases. Monument dealers and other contractors will be held responsible for any damage to adjacent or intervening plots caused by such trespass and the expense of restoring the plot or plots to good condition will be charged to them.

### **C. Plot Owners' Agreement**

21. All burial rights in the cemetery shall be acquired, held and utilized subject to all rules and regulations and any and all amendments or modifications to such rules and regulations, herein set forth, heretofore or hereafter adopted by JBAM. All rules and regulations in effect from time to time, including modifications and amendments thereto, shall be a part of all contracts and deeds for interment rights and constitute restrictions effecting the use of such interment rights in the same manner as if set forth therein. Such rules and regulations apply to and bind the heirs, legal representatives, successors, organizations and assigns of all parties claiming any interest in any interment rights, and visitors and all persons performing work within the cemetery.
22. It shall be the duty of the plot owner to notify JBAM of any change in his or her post office address and designate a next of kin or authorized representative. Notice, by ordinary mail, sent to a plot owner at the last address on file in the office of the cemetery or other last known address on file in the office of the cemetery or other last known address shall be considered sufficient and proper legal notification.
23. In all cases where there is more than one plot owner, any one of the plot owners shall be considered to be the authorized representative of all plot owners, and the signature of any one of the plot owners will be sufficient to constitute authorization to JBAM in connection with any matters relating to the plot.
24. The cemetery may rely as to any fact upon the affidavit of anyone, who, in the judgment of the cemetery is, or should be, acquainted with the subject matter of such affidavit, and no liability of any sort shall attach to or be imposed upon the cemetery because of any action taken or not taken in reliance on such affidavit.

### **D. Cemetery's Rights**

25. To promote the general welfare of the cemetery, the right to enlarge, reduce,

- replat or change the boundaries or grading of the cemetery or of a section or sections, or any part thereof, from time to time, including the right to modify or change the locations of, or remove or regrade, roads, drives and walks, is hereby expressly reserved by the cemetery. The cemetery may install permanent or planted decor, service structures and pavements (including operating facilities for the cemetery, chapels, shelters for equipment and parking areas), and may alter the appearance and topography of the grounds or any part thereof, from time to time, so long as the same do not materially impair the decorum of the grounds as a place of burial. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkler systems, drainage, power lines and other service facilities, and to permit the maintenance of public utility easements, is also expressly reserved by the cemetery.
26. In making excavations or interments, the cemetery reserves the right to temporarily use the adjoining areas to receive such tools, derricks and materials as are necessary or convenient to perform all work. In addition, the cemetery may remove plantings and temporarily remove plants and structures, to accommodate the adjoining burial.
  27. The cemetery shall have the right to correct errors that may be made in making interments, disinterments or removals or in the description, transfer or conveyance of interment property, either substituting other interment property of equal value and substantially similar location as far as possible, as may be selected by the cemetery or, in the sole discretion of the cemetery, by refunding the amount of the purchase and canceling the contract of sale or conveyance. In the event the error shall involve the interment of the remains of any person in such property, the cemetery reserves, and shall have, the right to remove and reinter the remains to such other interment property of equal value and similar location as may be substituted by the cemetery pursuant to the above provision. The cemetery shall also have the right to correct any errors in locating or erecting memorials or in placing an improper inscription, including an incorrect name or date on memorials purchased from the cemetery, the expense of correcting such errors to be borne by the cemetery.
  28. The cemetery will not be held responsible for any order given orally or by telephone, nor for any mistake occurring from the want of written instructions.
  29. The cemetery shall not be liable for any loss, damage or injury to any person or property in the cemetery from causes beyond its reasonable control.
  30. Solicitations or advertising of any description are prohibited in the cemetery.

#### **E. Exhumation and Disinterment**

31. Exhumation for the purpose of reburial of a corpse or the bones of a human being, is not allowed except for the following situations –
  - a. Original burial was meant to be temporary
  - b. If grave is in danger of being disturbed by animals, vandals or water seepage
  - c. To transfer it to a family plot
  - d. Transfer of the body from a non-Jewish cemetery
32. No disinterments shall be allowed except by consent of the Cemetery, and upon the written consent or order of the plot owner, or order of court, and the work of disinterment shall be made only by the Cemetery or its designee. The Cemetery may require the written consent of additional parties and the Cemetery may require verification or relationship which its discretion are required to authorize disinterment.