

**PROPERTY ACCESS AGREEMENT FORM**

**Whereas** Grantor and Grantee are not aware of any covenant, or deed of record describing the boundary lines, with their terminal points and angles, of the burial site/cemetery, providing public access.

**Whereas** Grantor recognizes that reasonable access to the burial site/cemetery for the purpose of restoring, maintaining or viewing the burial site/cemetery is in the public interest [if applicable insert: “and subject to provisions of (insert title of statute or citation), which is administered by the (insert name of state or provincial agency).”]

Grantor owns the property described below and agrees to allow Grantee access, subject to the terms and restrictions in this agreement, to his or her property.

**Description of Activities:**

**Access Date(s):**

**Description of Property and Burial Site/Cemetery:**

**Restrictions:**

The Grantor hereby grants Grantee access to the burial site/cemetery. The Grantor is not liable for damages in a civil action to any person who enters Grantor’s property under this agreement for injury to person or property except for willful or malicious acts or omissions.

Grantee is responsible for informing all participants of the terms of this agreement and for ensuring adherence to these terms. In return for the privilege of entering on Grantor’s property for the purpose of restoring, maintaining, or viewing the burial site/cemetery or transporting human remains to the burial site/cemetery, Grantee agrees to adhere to every law, observe every safety precaution and practice, take every precaution against fire, and assume all responsibility and liability for any damage to Grantor’s property.

[If applicable, insert language like the following: “This agreement will be filed with, and any disputes regarding this agreement will be directed to, the (insert name, address and telephone number of state or provincial agency).”]

Grantor reserves his or her right to revoke this agreement at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Grantor’s signature)

\_\_\_\_\_  
(Grantee’s signature)

\_\_\_\_\_  
(Grantor’s Address)

\_\_\_\_\_  
(Grantee’s Address)

\_\_\_\_\_  
(Grantor’s Email Address)

\_\_\_\_\_  
(Grantee’s Email Address)

\_\_\_\_\_  
(Grantor’s Telephone Number)

\_\_\_\_\_  
(Grantee’s Telephone Number)

*Sample Restrictions:*

The size of the group is not to exceed \_\_\_\_ people.

Grantee has access to my property between the hours of \_\_\_\_\_ am/pm and \_\_\_\_\_ am/pm on the date or dates indicated under “Access Date(s).”

Notice will be provided at least twenty-four hours prior to accessing the property.

I prefer that vehicles park at \_\_\_\_\_ and access to the site via \_\_\_\_\_.