**Rules and Regulations**

**Serenity Hills Memorial Park, LLC**

January 1, 2016

**Purpose**

The following rules and regulations have been adopted for the use and the management of Serenity Hills Memorial Park, LLC hereinafter referred to as SHMP. The rules and regulations are set forth to protect all who have interest and/or enter SHMP. All owners of interment rights, visitors and contractors performing work within the SHMP are subject to said rules and regulations, amendments and/or alterations adopted by the board of SHMP.

**Definitions**

**Family Plot** is an area of eight lots or more restricted to a group of persons related by blood or marriage.

**Lawn Crypt** is an interment space that contains a pre-constructed and pre-buried vault capable of holding a casket.

**Plot/Grave** is a defined area of real estate for the burial of human remains.

**Marker** is a memorial, monument, tombstone, grave marker or headstone identifying a grave or graves or a nameplate with inscription identifying a crypt or niche.

See requirements under the Marker section page 8, Section 46 (a-f).

**Niche** is a space in a mausoleum or columbarium used or intended to be used for the inurnment of cremated human remains.

**Owner(s)** is the person or persons to whom SHMP has conveyed a burial right or rights or a person or persons who have acquired such rights by transfer in accordance with the rules of SHMP or a person and/or persons who hold such burial right and/or rights by inheritance.

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**Single Grave** is a grave for one person.

**Urn** is a container used for cremated remains.

**Columbarium** is a place for the respectful and usually public storage of [cinerary](https://en.wikipedia.org/wiki/Cremation) [urns](https://en.wikipedia.org/wiki/Urn) (i.e., urns holding human [cremated](https://en.wikipedia.org/wiki/Cremation) remains).

**General Rules and Regulations**

Rules and Regulations of the SHMP and prices for burial spaces and services are made by the management of SHMP and become effective upon approval by the board of SHMP.

SHMP may, and it hereby expressly reserves the right, at any time, to adopt new rules and regulations or to amend, alter and/or repeal any rule, regulation and/or article, section or paragraph in these Rules and Regulations. Special cases may arise in which the strict application of a rule may impose unnecessary hardship. SHMP, therefore; reserves the right, to apply any of the Rules and Regulations liberally to achieve the goal of maintaining a peaceful, serene, and respectful atmosphere.

2. SHMP retains to itself, for the benefit of all interment right owners, full and complete supervision, control and management of the land, buildings, improvements, roads, walks, utilities, development, books and records, and the full and complete authority, rights and privileges to make, change administer and enforce all rules and regulations and restrictions not inconsistent with the laws of this State of Georgia.

3. All plots in SHMP are sold in accordance with the provisions of the laws of the State of Georgia and shall not be used for any other purpose than as a burial place for dead human beings. All lots sold are sold with perpetual care maintenance provision.

4. Plots must be paid in full before a burial is made. Full purchase price must be paid before a certificate of ownership is issued.

5. Visiting hours:

**Cemetery Hours**
Grounds
October 1 – April 30
8:30am – 4pm Daily
May 1 – September 30
8:00am – 7:00pm Daily

**Office Hours**
TBD

Closed Sunday

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Note: Any person found on the grounds of SHMP after closing will be considered a trespasser.

6. SHMP issues to each owner of the rights of burial for its plots, crypts or niches a Certificate of Ownership/Deed describing the location and naming the owner or owners of the said location. The naming of more than one owner is indicative of joint tenancy with rights of survivorship.

The issuance of such certificate is SHMP’s sole form of recognition of ownership. Possession of the Certificate by a person whom is not listed on the Certificate is not in itself evidence of ownership. Purchasers of plots, crypts or niches simply acquire the right of burial.

7. The owner of interment rights hereunder may dispose of same by will or, should the owner die intestate, such interment rights shall pass according to laws of this State of Georgia governing intestacy provided, however, SHMP shall not be bound by such transfers unless and until an exemplification of record of same has been presented to it and such change has been recorded on the books and records of SHMP. Any plot, crypt or niche in which there are no burials, entombments or inurnments may be transferred to a new owner, providing the original Certificate of Ownership is submitted to the manager of SHMP together with proper transfer agreement, upon payment of transfer fee in accordance with SHMP’s established schedule of charges.

8. In the event of loss or destruction of a Certificate of Ownership and upon the presentation of a written request, accompanied by a properly executed affidavit by the owner setting forth the circumstances of the loss or destruction and indemnification for SHMP, SHMP will prepare a duplicate Certificate from its records.

9. Plot owners are prohibited from allowing interments to be made on their plots for compensation.

10. If a plot owner sells or transfers title to his or her plot, as provided by these regulations, he or she must pay any and all indebtedness due SHMP before such transfer of title will be allowed.

11. All plot owners are required to notify SHMP of any change of address. All notices required to be sent shall be sent to the last recorded address and such notices shall be deemed adequate.

12. No person, other than employees of SHMP, shall be allowed to perform any work within the Memorial Park without permission from SHMP.

13. SHMP shall direct all improvements within the grounds and upon all lots before and after interments have been made herein.

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14. Charges for work and services performed by SHMP for materials purchased from the SHMP will be at rates as approved by SHMP.

15. SHMP will take all reasonable precautions to protect lot owners and their property within SHMP from loss, damage or injury but expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, including but not limited to theft, vandalisms, acts of God, explosions, unavoidable accidents of war, whether direct or indirect. In particular, SHMP assumes no responsibility for memorials, flowers, decorations, vases, urns or other property on any interment space. Owners should make arrangements with their personal insurance carriers regarding any personal property such as memorials, vases and urns that are at SHMP. SHMP reserves the right to remove any damaged or destroyed items.

16. The use of the SHMP land as a thoroughfare will not be permitted. No person shall be permitted to enter or leave SHMP except by the cemetery access roads.

17. The right to use automobiles or other vehicles in SHMP is authorized solely and exclusively for the purpose of transporting persons to visit burial plots or SHMP approved events. All vehicles shall be restricted to the roads and shall drive and park on the right side. No undue noise shall be permitted in operating a vehicle through SHMP, and only licensed drivers may operate vehicles within the park. The speed limit within the park is fifteen (15) miles per hour. Parking and/or driving on any gardens or grassy areas are prohibited for purposes other than those obtained from SHMP. SHMP reserves the right to exclude any or all vehicles from the park on Memorial Day or other holidays or for any special event when it is deemed necessary. SHMP also reserves the right to exclude any vehicle, which might cause any damage to the roads within SHMP

18. Bicycles, skates, skateboards, snowmobiles, motorcycles, horses, etc., may not be used on SHMP lands except with the approval of the SHMP. Dogs and other pets are not permitted except for service dogs for the blind.

19. No drinking, picnicking, loitering, skating, hunting, trapping, fireworks or participation in any event or game activities is permitted within SHMP. Bringing alcoholic beverages or illegal drugs into SHMP is strictly prohibited.

20. SHMP shall have the right to enter upon or use any adjoining lot or plots to carry out its duties as to interments, erection of markers, etc., without prior notice to the plot owner.

21. No signs, notices or advertisements of any kind shall be allowed in SHMP unless placed by SHMP.

22. Peddling of any kind or soliciting the sale of any commodity, other than by SHMP, is prohibited within the confines of SHMP.

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23. No minors are permitted in SHMP unless accompanied by their parent or guardian. SHMP may refuse admission to or eject anyone who is not an owner or a visitor to an interment or memorial space.

**Interment & Funeral Regulations**

24. Visitors and owners must not engage, pay or request special assistance or services from SHMP employees working on SHMP grounds. All orders, inquiries and complaints must be addressed to SHMP office.

25. All persons are reminded that SHMP is devoted to the burial of the dead and that the provisions and penalties provided by the statute will strictly be enforced in all cases of injury, disturbance or disregard of the rules.

25. Interments into a lot are restricted to those entitled to burial therein according to these rules and regulations.

26. SHMP shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made or where the Rules and Regulations have not been complied with; and, further, SHMP reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined.

27. The use of one grave space shall be limited to interments as follows unless otherwise permitted by the Cemetery:

a) One adult burial, or
b) One adult burial and one infant burial, or

c) One adult burial and three urns of cremated remains, or

d) Four urns of cremated remains

The use and placement of **Markers** shall be governed by Rule 46.

28. No burial of a casket over three feet in length will be made unless there has been provided an outer container/vault or receptacle of concrete or such other material which SHMP will deem to have comparable strength or resistance to deterioration.

29. Funerals are to be scheduled with SHMP allowing adequate time to prepare the grave. See price list for Holiday and weekend charges.

30. No disinterment will be allowed without permission of next of kin, the lot owner, SHMP and the proper authorities.

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31. SHMP shall in no way be liable for any container, receptacle or urn of cremated remains placed in any lot, crypt or niche. A permanent type of urn or vault is required for ground interment of cremated remains. **The scattering of cremated remains over a family lot is prohibited.**

**Flower & Decoration Regulations**

32. During the mowing seasons, decorations of grave spaces and lawn crypts with cut or artificial flowers may be made only in an approved vase integrated with or adjacent to the memorial. SHMP will remove and dispose of any and all decorations one week after Mother’s Day, Father’s Day, Memorial Day or any nationally observed holiday, and at such times as SHMP determines necessary in order to mow or otherwise maintain SHMP. SHMP reserves the right to remove all flowers, wreaths or other decorations from lots as soon as they become unsightly. The grounds will be cleared of decorations twice a year. Spring cleanup begins March 1, and Fall cleanup begins October 1. In order for a family to save any decorations placed on a grave, the decoration should be removed prior to these dates. New decorations may be placed beginning April 1 and November 1 respectively. Artificial wreaths will be permitted as a grave decoration during the non-growing season (November to March, Easter, Mother’s Day, Father’s Day, and Memorial Day).

33. Artificial flower arrangements are allowed on plots in a disposable vase. Limit one at the base of the marker. Artificial and or fresh flowers in glass containers are prohibited. Floral arrangements may be placed in marker vases.

When a new burial is made on a cemetery plot, all flowers will be removed after (10) days, except as noted in 33 paragraph 1.

34. Grave blankets and wreaths are allowed as winter decorations from November 15 until the spring cleanup beginning March 1.

35. Items **not allowed** to be placed on a lot within SHMP include, but are not limited to, the following: benches, seats, shepherd’s hooks, standup decorations, coping, curbing, decorative rocks, fencing, hedging, grave mounds, borders, shells, crockery, glass, ceramics, figurines, toys or enclosures or other materials deemed hazardous to personnel and maintenance equipment.

No decorations of any type are permitted in trees or SHMP plantings. No planting will be permitted except as authorized by SHMP. No enclosure of any kind such as a fence, roping, coping, hedge or ditch shall be permitted around any grave space or lawn crypt. No grave space or lawn crypt shall be raised above the established grade.

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No new improvements such as coping, walls, fences, walks, sidewalks, fixtures or enclosures will be allowed in SHMP except as approved in writing in advance by SHMP. Should such

improvements be made without written consent, SHMP shall have the right to remove, alter or change such improvements or alterations at the expense of the plot or grave space owner.

36. SHMP may remove without notice or consent, any planting, decoration or other object placed on or about any interment space which SHMP determines to be improper, against rules and regulations, unsightly or dangerous to persons or equipment.

37. Flags may be placed on graves on Memorial Day, the Fourth of July, Flag Day, and Veterans Day. Flags should be kept to 12” by 18” in size or smaller. Flags are subject to removal by Cemetery within ten (10) days of the Holiday.

38. Trees and shrubs are placed throughout SHMP by SHMP for overall beauty and serenity of the grounds. Individual graves are not permitted to have trees or shrubs. Any such tree or shrub not approved by SHMP may be removed without notice to the lot owner.

39. Glass is prohibited at all times.

40. Devotional lights of any type are prohibited in the Cemetery.

41. SHMP shall have the right to remove all objects whose appearance and condition warrant removal and/or violate the SHMP’s rules and regulations. SHMP also will not be liable for any flower or decoration removed or lost by any cause.

42. All persons are strictly prohibited from picking flowers, removing trees or shrubs, making any alterations to any property within SHMP or in any way defacing or damaging SHMP.

**Planting Policies**

I**ndividual Burial Spaces and/or grounds**
43. Planting **will not** be permitted on the plot or in any area of SHMP unless approved or planted by SHMP.

**Family Burial Lots**
44. The foregoing regulations relative to plants on single grave spaces will apply also to family burial lots except that family lot proprietors may obtain approval from the General Manager or his or her designee (to be given in advance only in writing) of other forms of planting if considered consistent with the general landscaping of the particular part of the SHMP and if

adequate arrangements are made for the care of the planting and for any added cost of maintaining surrounding grass areas.

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**Family Markers**

45. Markers are not permitted except on a lot (consisting of six or more single grave spaces) and except in accordance with these rules. Where the configuration of the lot permits a family marker, the size, material and design of the marker must be submitted for prior approval by SHMP. No marker on any lot, other than those so designated in the prior rules, shall be installed without first being reviewed and approved by SHMP.

**Markers Note: Before installation all contractors must secure a Marker Installation Request Permit from SHMP. A setting fee will apply. (Copy attached page 13)**

**No marker can be placed until the plot is paid in full.**

46. (a) All markers must be made of the highest quality standard bronze or of granite approved by SHMP All markers on individual graves shall be set flush except in limited designated area. The granites which will be accepted at SHMP are limited to quality granites and in colors approved in advance by SHMP. SHMP will not be responsible for the cleaning or maintaining of the markers.

(b) All markers of four (4) foot height or less shall have a concrete foundation, not less than four (4) inches thick, of adequate strength and construction.

(c) All bronze markers must be placed on a granite base.

(d) All foot markers and corner markers shall be installed so that the top of the markers are level with the existing ground and must be pre-approved by SHMP.

(e) Benches, coping, seats figurines etc. are not permitted

(f) Center section of SHMP is designated for flat markers only!! See Exhibit “A” No upright markers are permitted. Markers must be bronze with vase and must be pre-approved by SHMP prior to installation.

47. SHMP shall have the authority to reject any marker that, on account of its size, type, design, inscription, quality, color or method of construction is unsuitable for the particular lot or grave on which it is to be placed. SHMP reserves the right to prevent the placing or to remove any marker or other objects that do not comply with the standards of SHMP. Also, SHMP reserves the right to require the purchase of any and all markers from SHMP or approved producers or retail dealers.

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48. No marker will be accepted by SHMP for installation unless a sketch has been furnished defining the dimensions, material content and lettering and permission of the lot owner or proper agent of the person having burial rights in the grave to be marked. All markers and foundations shall be placed by employees or agents of SHMP only. No exceptions!

49. All fees or encumbrances due on a lot must be paid in full prior to any marker being placed on the lot, including any installation fee.

50. Corner markers are allowed on all lots and must be installed at grade level and of approved material pre-approved by SHMP.

51. In the event a marker is placed where it is necessary to remove it for an interment or disinterment, SHMP shall have the right to remove such marker without notice to the lot owner.

52. SHMP may, at its own expense, without any liability, correct any error that may occur in the placing of a foundation or marker.

53. In addition to the size restrictions placed upon markers in paragraph 46 above, the design and appearance of markers must be aesthetically pleasing, decorous, and dignified, consistent with the serene nature of SHMP.  All markers must be approved in advance for use in SHMP.  The SHMP board, or its designee, has the sole authority either to decline to approve markers found not to comply with this paragraph, or to require modification of markers installed without prior approval.

 No more than two (2) markers may be placed on a grave, one at the head and the other at the foot, unless otherwise approved in advance by SHMP.

54. No photographs or porcelain material may be incorporated into any marker. No protective glass or breakable material of any kind will be allowed on the marker. Etched photographs must be submitted to SHMP for approval prior to installation.

55. Markers cannot exceed one-half of the width of the lot or a six-foot maximum. The tablet must be at least eight inches thick. The base and tablet together cannot exceed five feet in height except on lots specifically plotted for larger family Markers or family mausoleums.

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**Interments**

56. (a) All state and local health laws must be complied with prior to any interment in SHMP.

(b) All interments must be inside containers of minimum standard as approved by SHMP (minimum standard is pine construction or equal)

(c) These containers must be in vaults, placed underground, at a minimum depth of 3 ½ to 4 feet depending on the size of the vault.

(d) Vault constructions shall be of fiberglass, steel or concrete only.

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**ACKNOWLEDGEMENT**

I hereby certify that I have received a copy of the above aforementioned Policies, Procedures and Regulations adopted \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for Serenity Hills Memorial Park, LLC.

This \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Lot Number and Description)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires

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**MARKER INSTALLATION REQUEST FORM**

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VENDORS NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MARKER PLACEMENT FOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLOT #(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SECTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assigned date of installation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVAL BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note: There will be a $135.00 setting fee charge to the installer for all markers installed**

**at Serenity Hills Memorial Park, LLC - All Installations must be approved in advance prior to**

**installation.**

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**BURIAL CONSENT AFFIDAVIT**

**This affidavit gives consent from the owner to allow the use of a burial space(s).**

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, who upon being duly won deposes and states upon his/her oath as follows:

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herby consent that I allow the following person(s) below to use space number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of Cemetery Plot number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Section \_\_\_\_\_\_\_\_ of Serenity Hills Memorial Park, LLC – Chatsworth, Georgia.

Please print Name (s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Affidavit is given subject to the penalties of perjury and false swearing as set for in O.C.G.A. §16.10.71.

I acknowledge that Serenity Hills Memorial Park, LLC is relying upon this Affidavit to issue a cemetery easement in the plot to the person or persons named in this Affidavit. I agree to indemnify, defend and hold Serenity Hills Memorial Park, LLC harmless for any liability loss, damage or cost it may incur as a result of a determination by a court of competent jurisdiction that the person or persons named hereof have no entitlement to the interest in the plot conveyed by Serenity Hills Memorial Park, LLC in reliance on this Affidavit.

Further deponent sayeth not.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sworn to and subscribed before me

Signature of Owner this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State & Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My Commission Expires

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone # {STAMP}

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