

## **1. Niche Vase Limitation of Liability**

The District shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of, or in connection with, the purchase, use, inability to use, or damage to the niche vase provided by the District. This includes, without limitation, any loss of or damage to personal property, emotional distress, or any other damages or losses, even if the District had been advised of the possibility thereof.

In no event shall the District's total liability to the Customer for all damages, losses, and causes of action, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by the purchaser, if any, for the niche vase.

## **2. Warranties and Disclaimers**

The District makes no representations or warranties of any kind, whether express or implied, as to the quality, condition, durability, or suitability of the niche vase for any particular purpose. The niche vase is provided "as is" and the purchaser assumes all risks associated with the use of the niche vase.

## **3. Niche Shutter Preparation**

- a. Customer agrees to have Oak Tree Engraving Monuments Inc. ("Engraver") drill the necessary holes for the vase foundation into the niche shutter.
- b. The District shall not be held liable for any damage caused by the Engraver during this process. Any damage and subsequent repair and/or financial compensation must be negotiated and agreed upon solely between the Engraver and the Customer. The District holds no responsibility for the actions, errors, or omissions of the Engraver or any third party involved in this process.
- c. The District shall not be responsible for any improper modifications made to the niche vase or niche shutter by the Customer, the Engraver, or any third parties. The Customer assumes all risks associated with such modifications.

## **4. Installation by District Staff**

- a. Upon receiving the niche shutter from the Engraver, District staff will perform the placement of the vase onto the shutter.
- b. The District will take reasonable care during the installation process. However, the District's liability for any damage to the niche shutter caused directly by District staff during installation shall be strictly limited to the cost of repairing or replacing the damaged shutter, at the District's sole discretion.

c. The District shall not be held liable for any pre-existing damage or defects in the niche shutter, nor for any damage resulting from improper handling, negligence, or recklessness by the Engraver or any third parties involved prior to the receipt of the niche shutter by District staff.

d. The Customer agrees to inspect the niche shutter prior to installation by District staff and to report any pre-existing damages or concerns.

### **5. Customer Responsibility Post-Installation**

a. Once the shutter is reinstalled onto the niche, the responsibility for the maintenance and potential replacement of both the shutter and vase due to any damage falls solely to the Customer.

b. At no time shall the customer hold the District responsible for any damage, theft, deterioration, separation, or any other blemish or irregularity that may occur to the niche vase, including but not limited to cracks, chips, discoloration, vandalism, water damage, scratches, or any change or alteration whatsoever caused by humans, irrigation, equipment, nature, or other forces.

### **6. Hazardous Conditions**

a. If at any time the District deems a niche vase or shutter to be hazardous due to damage, unevenness, or other causes, as determined solely at the discretion of the District, staff may remove the vase or shutter in the interest of public safety.

b. In such cases, the District will make every reasonable effort using the contact information on file (phone call, email, letter) to contact the Customer to discuss a remedy.