

# Cemetery Information Management System – CIMS Cloud

**Contract for Burial Search Implementation for  
Hickory Point Township – 1330  
May 6, 2021**



**RANMAKER**  
employee-owned



**CIMS**





May 6, 2021

Hickory Point Township  
John Piraino  
Decatur, IL 62526

**SUBJECT: BURIAL SEARCH CONTRACT FOR BOILING SPRINGS CEMETERY**

Dear John,

First of all, I would like to thank you for choosing CIMS as your cemetery management software. We were confident that you would be pleased with this decision. Your staff now has all cemetery information at their fingertips and will be able to better serve your customers and make more efficient use of their time.

During a recent conversation, you mentioned possibly making some of this data available to the public online. We make a product for that called Burial Search. Since your CIMS files are already in the cloud, we can make your interactive website live on <http://www.burialsearch.com> very quickly. People seeking information about their loved ones or genealogists can use this website to look up information on burials or space owners, all from the comfort of their own home, 24 hours a day.

Beginning this project is simple. Just return a signed copy of the contract on page 15 and indicate any options you want on page 10. You may send a digital or hardcopy version of this document back to our office, and we'll get started. If you have any questions or concerns on any items in the proposal, please feel free to contact me at 1-800-332-7532 and we can discuss them in more detail. We look forward to continuing a long and successful relationship with you.

Sincerely,

*Rebecca Morris*

Rebecca Morris  
CIMS Project Manager





**01** **HOW** DOES BURIAL SEARCH WORK?



# BURIAL SEARCH PUBLIC PORTAL

Burial Search is our interactive website available to the public. You can access it by going to <https://www.burialsearch.com> When you choose this option for your cemetery, your data and maps are shared with people seeking information about their loved ones or genealogists doing research. Once a cemetery enters data into CIMS Cloud, it will immediately be accessible on your Burial Search site. People interested in your cemetery will be able to look up information about the burials and print a map showing their location. This can be done either from your kiosks, or from the Internet at a time and place of their choosing. Following are basic descriptions of the functionalities of Burial Search.

**Guardian Angels Cemetery**  
Oakdale, MN

Cemetery Search

Burials by Last Name:  Exact

Search Results: 13 found

First Name	Last Name	Sex	Birth Date	Age	Death Date	Burial Date	Veteran	Funeral Home
Donna Marie	Moore	F	12/07/1927	82	09/11/2010	09/16/2010	No	Mueller Mortuary P
Edward W. I	Moore	M	10/30/1892	71	03/31/1964	04/03/1964	No	
Edward W. Jr.	Moore	M	10/18/1930	50	08/05/1981	08/07/1981	Yes	English Meeker
James Cameal	Moore	M	04/17/1921	84	09/07/2005	09/10/2005	Yes	Sandberg Funeral &
John W.	Moore	M	07/09/1931	55	05/04/1987	05/06/1987	Yes	Mueller Mortuary P
Katherine Johanna	Moore	F	01/01/1923	94	10/24/2018	11/07/2018	No	
Leo J.	Moore	M	07/27/1986	82	02/05/1969	02/07/1969	No	
Margaret T.	Moore	F	01/01/1884	81	11/11/1965	11/13/1965	No	
Marian Therese	Moore	F	07/17/1920	96	11/10/2016	11/15/2016	No	Mueller-Bies East
Mark F.	Moore	M	12/07/1959	21	03/26/1981	03/30/1981	No	Mueller Mortuary P
Richard C.	Moore	M	08/19/1927	76	07/27/2004	07/30/2004	Yes	Mueller Mortuary P
Robertson N.	Moore	M	07/03/1927	79	12/06/2006	12/09/2006	No	O'Halloran & Murph
Teresa M.	Moore	F	11/22/1893	95	05/16/1989	05/20/1989	No	Mueller Mortuary P

**Legend**

- Available
- Reserved
- Restricted
- Sold from
- Sold With Burial
- Burials
- Veteran
- Needs Research
- Not For Sale
- Space Does not exist

Show Coords:  
Lat, Lng:  
(44.948851, -92.941772)

# BURIAL SEARCH PUBLIC PORTAL

With Burial Search, users can search all burials in the cemetery by first or last name.

**Guardian Angels Cemetery**  
Oakdale, MN

**Cemetery Search**

Burials by Last Name:  Exact

[https://burialsearch.com/ecims#/s/162/Guardian\\_Angels\\_Cemetery/18752](https://burialsearch.com/ecims#/s/162/Guardian_Angels_Cemetery/18752)

**Burial Information:**

First Name: **James Carneal**  
 Last Name: **Moore**  
 Sex: **M**  
 Birth Date: **04/17/1921**  
 Age: **84**  
 Death Date: **09/07/2005**  
 Burial Date: **09/10/2005**  
 Veteran: **Yes**  
 Funeral Home: **Sandberg Funeral & Cremation**

Section: **1**  
 Block: **C**  
 Lot: **94**  
 Space: **B**

Images: 1 of 2 [Click image to view larger](#)

**Legend**

- Available
- Reserved
- Restricted
- Sold
- Sold With Burial
- Burials
- Veteran
- Needs Research
- Not For Sale
- Space Does not exist

Lat, Lng: (44.949999, -92.939888)

# BURIAL SEARCH PUBLIC PORTAL

The Map Legend gives users an easy visual guide to determining which spaces are sold or available.

**Legend**

- Available
- Reserved
- Restricted
- Sold
- Sold With Burial
- Burials
- Veteran
- Needs Research
- Not For Sale
- Space Does not exist

Show Coords:

Lat, Lng:  
(44.950081,-92.939891)

The print function allows you to print a map of the information on your screen at that moment in time.

Burial Search - Guardian\_Angels\_Cemetery

Print 1 sheet of paper

Destination HP OfficeJet 5200 ser

Pages All

Copies 1

Color Color

More settings

[https://burialsearch.com/lecms#/162/Guardian\\_Angels\\_Cemetery](https://burialsearch.com/lecms#/162/Guardian_Angels_Cemetery) 1/1

Print Cancel




# BURIAL SEARCH PUBLIC PORTAL

In Burial Search, multiple images can be pulled from the tabs in CIMS, such as the marker tab, the owner tab, or the burial tab.

**Burial Information:**

First Name: **Marlon Dale**  
Last Name: **Simonson**  
Sex: **M**  
Birth Date: **06/07/1929**  
Age: **73**  
Death Date: **02/23/2003**  
Burial Date: **02/26/2003**  
Veteran: **Yes**  
Funeral Home: **Wulff Funeral Crestwood Park**  
Section: **1**  
Block: **C**  
Lot: **80**  
Space: **B**

Images: 1 of 2 *Click image to view larger*



1 2





02

**SCOPE & PRICING**



# HOW WILL MY PROJECT BE EXECUTED?

Ramaker will provide an interactive website at <http://www.burialsearch.com> with your cemetery's information. Once we receive a signed copy of the Burial Search contract, Ramaker will discuss how you would like your site to look and what information you want viewable to the public. Shortly after we receive the information about your site configuration, your information will be accessible online.





**Burial Search Implementation Costs**

<i>Description</i>	<i>Option</i>
Burial Search Internet Mapping Module \$1,000 setup fee and \$1,200/year hosting fee.	\$2,200





02

**TERMS & CONDITIONS**



**RAMAKER & ASSOCIATES, INC.****GENERAL TERMS AND CONDITIONS OF AGREEMENT – SOFTWARE PRODUCTS**

These Terms and Conditions of Agreement constitute the agreement (“Agreement”) pursuant to which services are to be performed by Ramaker & Associates, Inc. (hereafter “Consultant”) upon acceptance by the client (“Client”) of the attached proposal or the Product Order Form (“Proposal”). The Scope of Services, Project Cost, and Project Schedule sections of the Proposal are incorporated by reference into these Terms and Conditions of Agreement, and are part of the Agreement. If a Proposal is submitted to Client and Client fails to return a signed copy of the Proposal but knowingly allows Consultant to proceed with the services, then Client shall be deemed to have accepted the terms of the Proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the Proposal and these General Terms & Conditions, the Proposal shall take precedence. The Proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.

**SECTION 1: Scope of Services**

The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant’s obligations under this Agreement are limited by all specific directives of Client.

**SECTION 2: Change In The Scope of Services**

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

**SECTION 3: Fees, Billing & Payment Terms**

3.1 Client shall pay to Consultant a fixed fee unless otherwise indicated in the Proposal. The proposed Project Cost and Project Schedule constitute Consultant’s best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The technical and pricing information in proposals is the confidential and proprietary property of Consultant. Client agrees not to use or to disclose to third parties any technical or pricing information without Consultant’s written consent.

3.2 PAYMENT DUE. Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the Proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

3.3 INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

3.4 COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant’s time spent in efforts to collect. This obligation of the Client to pay the Consultant’s collection costs shall survive the term of this Agreement or any earlier termination by either party.



**SECTION 4: Suspension of Services**

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**SECTION 5: Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the initial fee paid to purchase the Desktop-based Products or the initial fee paid for the software license for Cloud-based Products.

It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive or consequential damages (including lost business profit or claims for extended duration, delays, or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement.

**SECTION 6: Force Majeure**

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the Proposal resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

**SECTION 7: Use and Ownership of Documents**

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. The Consultant and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, including those in electronic format, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's consultants. Upon execution of this Agreement, the Consultant grants to the Client a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar non-exclusive licenses from the Consultant's consultants consistent with this Agreement. The license granted hereunder permits the Client to authorize its contractors, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Consultant and Consultant's consultant(s) from all claims and causes of action arising from such uses. No other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant and the Consultant's consultants. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client, and are furnished solely at the discretion of Consultant, and Consultant has no obligation to provide Client any electronic files at any time. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the Project



work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these Documents to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Documents.

#### **SECTION 8: Licensing**

Ramaker & Associates software applications, trademark, software source code, trade secrets, copyright and all other rights, real or implied, (including but not limited to any images, photographs, animations, video, audio, music, texts and "applets," incorporated into the software product) ("Products") are and remain the sole property of Consultant. This does not include any data currently owned by the Client. The software product is licensed, not sold. You may install or access only the number of licenses agreed to in this Agreement. Each license is for one computer only for Desktop-based Products and one user login at a time for Cloud-based Products. The End User Licensing Agreement located at <http://www.ramaker.com/s/RamakerSoftwareEULA.pdf> (or attached hereto) is made part of this Agreement, and is incorporated as if fully set forth herein.

#### **SECTION 9: Patents**

Any patentable or copyrightable concepts developed by Consultant as a consequence of service hereunder are the sole and exclusive property of Consultant and nothing in this Agreement shall be deemed to grant Client any right in or to such concepts.

#### **SECTION 10: Insurance**

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under the contract documents.

#### **SECTION 11: Third Party Beneficiaries**

This Agreement does not create any benefits for any third party.

#### **SECTION 12: Termination**

No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and Consultant is afforded an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Consultant incurred for commitments made prior to cancellation.

#### **SECTION 13: Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### **SECTION 14: Non-Solicitation**

During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to recruit, solicit or hire, directly or indirectly, employee(s) of Consultant without the express written consent of Consultant.

**SECTION 15: Severability**

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**SECTION 16: Entire Agreement/Counterparts/Signatures**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile (including faxed or scanned and e-mailed) signatures shall be accepted and be binding upon the Parties as an original. The Parties hereto warrant and represent that they have the authority to execute this Agreement on behalf of the persons or entities for whom are signing this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of Consultant as of this

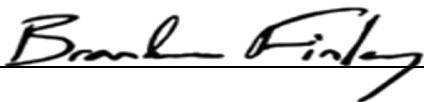
**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of Client as of this

6th day of May, 2021.

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

RAMAKER & ASSOCIATES, INC.

CLIENT

By: 

By: \_\_\_\_\_

Name: Brandon Finley

Name: \_\_\_\_\_

Title: CIMS Group Service Leader

Title: \_\_\_\_\_