

# Trinity's Memorial Garden

Burial of Cremains



I / We would like to have my / our cremains placed in the garden and a memorial plaque placed on the garden wall.

Enclosed is my / our check in the amount of \$ \_\_\_\_\_  
to secure \_\_\_\_\_ (how many) spaces.

*(Make your check payable to "Trinity UMC".  
\$1,250 per person, which is all inclusive – no additional costs)*

I / We will give a gift according to the following schedule: \_\_\_\_\_  
\_\_\_\_\_

***All contributions are fully tax-deductible.***

1. Full Name \_\_\_\_\_  
*(As you want it printed on the plaque)*

Date of Birth \_\_\_\_\_

2. Full Name \_\_\_\_\_  
*(As you want it printed on the plaque)*

Date of Birth \_\_\_\_\_

-----  
Your Name \_\_\_\_\_ Phone \_\_\_\_\_

**You will be contacted a representative from Trinity  
regarding any additional details that may be needed.**

# **The Memorial Garden Interment Agreement**

## **Rules and Conditions for Use**

### **I. Purpose**

The Memorial Garden is dedicated to and reserved for use as a lasting memorial providing for the interment of cremated human remains of members of Trinity United Methodist Church, and designated members of their immediate families.

### **II. Definitions**

“Memorial Garden” refers to the space that was dedicated on October 29, 2006. The Memorial Garden will also be referred to as the “Garden.”

“Trinity United Methodist Church” refers to the Clergy, Trustees, employees and members. Trinity United Methodist Church will also be referred to as “Trinity” or the “Church.”

“Immediate Family” includes the spouse, children, parents, brothers and sisters of members, or the former member, of Trinity United Methodist Church.

“Participant” includes any member or Immediate Family.

### **III. Governing Body**

The Memorial Garden Committee shall be established to supervise the operation of the garden and its records, maintenance and fee structure. The committee shall include one member of the Board of Trustees and three members at large from the Church, elected by the Charge Conference for terms of two years. A member of the Memorial Garden Committee shall serve as Chair. This committee may recommend amendments and revisions of the Rules and Conditions for Use, but they will be approved by the Board of Trustees.

### **IV. Interment Agreement and Fees**

- (a) This Interment Agreement, issued by the Church, shall be required for use of the Garden. The fee of \_\_\_\_\_ must be paid prior to use of the Garden. The amount of such required payment shall be determined from time to time by the Trustees. The Participant’s payment hereunder is without reservation and may be used by the Church for any lawful purpose.
- (b) No property right of any kind is acquired by or through the Participant, Immediate Family or anyone else that is allowed to be have cremated remains buried in the Garden.

- (c) The fee will guarantee interment in the Garden, designation on the memorial plaque and recording of the name and appropriate data in a remembrance book. The fee may be prepaid at any time in the amount in effect at the time of payment.
- (d) The Church shall enter into agreements only with Participants and to others granted written permission by the Church upon receipt of the appropriate fees. At time of issuance, the Participant may designate the name(s) or the person(s) whose remains are to be interred in the Garden. During his/her lifetime the Participant may change the name of the person(s) so designated, but such right may not be assigned, transferred or inherited except by his/her surviving spouse.
- (e) Upon the death of the Participant, the Participant's family is responsible for making all arrangements with the Church for use of the Garden. In the absence of factual knowledge of the death of the Participant, the Church may make a determination after the passage of seven years of the date it may have cause to believe the death or deaths, or unexplained absence or lack of communication with both Participant and spouse to revoke the Agreement. Such determination shall be binding on all parties.

## **V. Terms and Conditions**

- (a) Legal title, use and maintenance of the Garden shall be in the inclusive control of the Church. No individual shall acquire any right whatsoever with respect to the use or appearance of the Garden or related memorial plaques or books.
- (b) The Participant, heirs and assigns waive all rights to access, remove or retrieve the ashes of the interred. Only biodegradable containers approved by the Church can be used in the Garden. Only cremated human remains may be buried in the Garden. The Church and those acting on its behalf shall not be liable for damage or loss to ashes or to other damage or loss of any kind.
- (c) No transfer or assignment of this Agreement, either voluntary, involuntary, or by operation of law, shall be made or be effective without prior written consent of the Church.
- (d) The names of all persons whose ashes are interred in the Garden will be entered in a permanent memorial book maintained by the Church. A plaque bearing the name of each person whose ashes are interred in the Garden will be purchased, installed and maintained by the Church.
- (e) Services are the responsibility of the ministerial staff of Trinity and all appropriate fees shall apply. Clergy of other churches may officiate or assist with Church approval.
- (f) The Church respects the sanctity of the site, but reserves the right to remodel, alter or reconfigure the plan or structures of the garden to meet deemed or necessary improvements. The Church has full custody and control of the Garden.

- (g) No memorial wreaths, plantings flowers, floral displays, flags or other ornamentation may be placed in the Garden without prior written approval of the Committee. The Committee shall control what items are placed in the garden and length of time those items can stay in the garden.
- (h) The maintenance reserve of the Garden shall bear the responsibility for the perpetual maintenance of the Garden. Named memorials and donation may be made to this fund.
- (i) There will be no monuments or headstones within the Garden confines. The memorialization of death shall be indicated by an inscription on a plaque in the Garden.
- (j) In addition to cremated remains interred in the garden are the ashes of deceased members and others of their families, which have been distributed on Church property in prior years. Surviving family members of such decedents may elect to include these people's names on the plaque and create an entry in the remembrance book. The appropriate agreement fee still applies.
- (k) The assent to by signature and issuance of the Interment Agreement by the grantee to the Rules and Conditions for Use as they now exist and may be amended comprise a binding contract on all parties.

Trinity United  
Methodist Church

Participant

Participant (Spouse)

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

(Printed Name)

(Printed Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_ Date: \_\_\_\_\_ 20\_\_\_\_

Payment  
Received: \$ \_\_\_\_\_  
Amount

Date