[ ] Episcopal Church

[ ], Massachusetts

Memorial Garden

***Memorial Garden Policies***

1. Interment in the Memorial Garden is generally appropriate for current or former members of [ ] Church and their family members.
2. Ashes are dispersed into the fabric of the garden soil.
3. No markers of the place of interment are to be placed in the Memorial Garden.
4. A permanent record of all those whose ashes are interred in the Memorial Garden will be kept in the records of the church.
5. An interment certificate will be executed and given to the family of each person whose ashes are interred in the Memorial Garden.
6. A plaque engraved with the name, birth year and death year of each person whose ashes are interred in the Memorial Garden will be placed on the church wall facing the garden. The individual entering into a Memorial Garden Agreement, or their Successor, is solely responsible for the accuracy of information provided on the Plaque Inscription Form.
7. A Memorial Garden Agreement must be signed and on file in the parish office prior to interment. Each Memorial Garden Agreement must be approved by the Rector/Priest in Charge or Vestry of [ ] Church at the time of its execution.
8. The cost to use the Memorial Garden for interment of an individual's ashes is [$700]. These funds cover the cost of an engraved plaque to be placed on the wall of the Church interment of ashes into the Memorial Garden and upkeep of the Memorial Garden. In addition Grace Church encourages those entering into a Memorial Garden Agreement to consider making a gift of an equal amount to the Grace Church permanent unrestricted endowment.
9. Any interment must be done by the Church. Fees for any additional services requested or required of the Church, the clergy, or the staff, or a contractor related to interment will be the responsibility of the Purchaser, or the Purchaser's Successors.
10. The Church reserves the right to 1) enlarge or remodel the Memorial Garden at any time and 2) terminate use of the existing Memorial Garden, in part or in full, at any time. In the event the Church should enlarge or remodel the Memorial Garden, the Church will make reasonable efforts to ensure the space retains a similar nature at the discretion of the Vestry. Ashes directly interred in the Memorial Garden will remain as part of the fabric of the soil for as long as the Church maintains the Memorial Garden. In the event that the Church should ever terminate use of the existing Memorial Garden, the Church shall remove a sample of soil from the Memorial Garden at the sole expense of the Church and such soil shall be interred at a suitable substitute location to be marked with the names of each person whose ashes were interred in the Memorial Garden at the discretion of the Vestry, unless a Purchaser or Purchaser's family makes other provisions at their expense. To the extent reasonably controllable by the Church any substituted space shall have the same rights as those granted under the Memorial Garden Agreement and shall be subject to the same terms, conditions, limitations, and provisions.
11. The Memorial Garden is intended as a memorial garden and is not and will never be a perpetual care cemetery or other cemetery as defined under the General Laws of the Commonwealth of Massachusetts.
12. **The Church will allow any cremains placed in the Memorial Garden to remain for as long as the Church maintains the Memorial Garden or a replacement space. In the event that the Church should ever cease to maintain the Memorial Garden and not provide a replacement space, the Church shall remove any cremains and/or container/urn at the sole expense of the Church and the ashes contained therein shall be interred at a suitable substitute location of a similar nature, at the discretion of the Vestry, unless the Purchaser or Purchaser’s Family makes other provisions at their expense.**
13. **Purchaser understands that this is intended as a Memorial Garden and is not and will never be a perpetual care cemetery or other cemetery as defined under the General Laws of the Commonwealth of Massachusetts. The limited rights under this Agreement are in the nature of a license and do not convey any legal title to the interment location in the Memorial Garden which shall remain the property of the Church.**
14. **These Rules and Regulations and any Agreement in connection with the Memorial Garden ca n be amended at any time by the Vestry of the Church.**