



## Memorial Garden Rules and Regulations

The Memorial Garden of the Episcopal Church of St. John the Baptist has been established for rest, meditation and prayer, and for the committal of ash remains. It is the present intent of the Church to maintain the Memorial Garden indefinitely for these purposes, and to ensure proper attention to care, appearance, and appropriate use.

1. **Persons Eligible** – The Memorial Garden is intended for the use of current and former members of the Episcopal Church of St. John the Baptist. Others may be interred with approval by the vestry. All individuals applying must fill out the application.
2. **Donations** – Each individual wishing to have ash remains committed in the Memorial Garden shall make a donation of at least \$500 (broken into two payments) toward the establishment of the Garden and its perpetual care; \$250 will be given at the time of application and \$250 will be due by the time of committal. Donations are considered contributions to the Church, are tax deductible, and therefore are non-refundable.
3. **Marker Fee** – The full name of each person whose ashes are committed in the Garden, together with the dates of birth and death, will be listed on an individual name plate inside the church. They will be inscribed in a manner approved by the vestry. A designated vestry member will be responsible for ordering and putting up the markers. The markers shall be inscribed within three months of interment. The markers are part of the included donation.
4. **Interment** – In order to ensure orderly development of the burial area, burial plots will be assigned consecutively by the vestry, as referenced by the plot map kept on record in the church office. Parishioners are not allowed to choose the plot location and only one set of cremains will be allowed in each plot. Ashes will not be buried in containers of any kind. The church has an urn. The ashes of an individual will be placed in the urn and put on a table in the church during the Memorial Service. After the Memorial Service, the ashes can be taken outside in the urn and placed on a covered piece of plywood. There can be a Burial Service and, after the Service, ashes will be placed directly in the ground.
5. **Permanent Records** – The location of the burial plot for each person shall be recorded by the church and kept in permanent records which shall be stored in the safe located in the church office.
6. **Maintenance** – The Memorial Garden, its use and maintenance, is at all times subject to the management of the vestry. The terms of any agreement with respect to such maintenance and use may be changed, modified, varied, amended or altered at any time at the sole discretion of the vestry. Individual markers, memorials, monuments, decorations, flowers, or plantings are not permitted within the Memorial Garden area by loved ones. The donor of any donation made does not acquire property rights of any kind whatsoever in or to the Memorial Garden.

7. **Right Granted** – The right granted to use the Memorial Garden shall continue only as long as the present church edifice stands and the same is owned by the church. In the event of demolition or sale of such edifice, the vestry will use all reasonable care to preserve the sanctity of the ground and the cremated remains.
8. **Liability** – No liability of any kind or character whatsoever is assumed by the church or vestry for the maintenance or preservation of the ashes of any person interred in the Memorial Garden or for any loss or damage to the ashes of such deceased person, nor is any liability of any kind whatsoever assumed by the church or vestry for any matter or thing relating to the Memorial Garden, its use or subsequent maintenance, except for failure to exercise reasonable care.
9. **Special Circumstances** – While the rights and responsibilities of the vestry are outlined above, it may, by prearrangement, delegate any or all such rights and responsibilities to the Priest. In the event there is not a Priest available, the responsibilities will be given to the Senior Warden in those cases, which, because of time constraints in the event of death of a person whose ashes are to be interred, the vestry cannot conveniently act. In appropriate cases of need, the vestry may, upon recommendation of the Priest, extend the payment deadline.

Approved by the vestry on \_\_\_\_\_