

St. Luke's Church Memorial Garden

Terms and Conditions as of 2017

ELIGIBILITY FOR THE INTERMENT OF ASHES

Any baptized member or regular communicant of St. Luke's Church ("the Church") or any Christian related to a member of the Church shall be eligible for interment of cremated remains ("ashes") in the Memorial Garden. The Vestry of the Church may, from time to time, authorize the deposition of ashes of a decedent at a properly called meeting.

MANAGEMENT AND CONTROL

The private Memorial Garden of the Church, its plots, their use and maintenance are at all times subject to the sole management and control of the Bishop of the Diocese of Fond du Lac and the vestry of the Church. Matters by the Bishop and Vestry include, but are not limited to the following:

1. The material of the containers used in any plot: containers must be biodegradable, and the size and shape must not exceed 10 inches across;
2. The removal of ashes;
3. The assignment and reservation of plots;
4. Maintenance, including plantings of flowers, shrubs or trees;
5. Plaques: the Church requires that plaques and their installation be provided by the Church's approved purveyors.

MEMORIALS

The style of memorial plaques shall be limited to those approved by the Vestry. Inscriptions are limited to the name of the deceased and dates of birth and death. A veteran's plaque provided by the United States Government is also acceptable as a substitute. No monuments, headstones, plantings or other types of memorial are allowed.

INTERMENT

Interment of loose ashes in the ground is permitted, with the understanding that no recovery of ashes will be attempted in the event of relocation of the Memorial Garden. No scattering of ashes aboveground is permitted.

EXCLUSIONS

The expenses of cremation and any other expenses relating to the conduct and preparation of a memorial service are the responsibility of the deceased person's survivors.

INTERMENT AGREEMENT

An interment agreement shall be executed by the Church and by the deceased person's survivors or, in the case of a reservation made before death by a person desiring interment in the Memorial Garden. A copy of these terms and conditions shall be attached to the agreement at the time of its execution. The Church shall have the right to alter or modify the agreement based on changes of conditions and circumstances. In the case of pre-reservations, the remedy shall be limited to refund of any sums previously paid. The interment agreement is a "right to use," not a sale of

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property. As such it is a privilege, not a property right, and cannot be assigned, transferred or inherited and shall not be subject to claims of Licensee's creditors.

RECORDS

Records shall be kept in the Church office including, but not limited to the following types:

1. A plot diagram
2. Reservations for plots and their locations
3. Payments received for plots
4. Interments
5. Memorial plaques