



WRIGHTSVILLE
UNITED METHODIST CHURCH

Wrightsville United Methodist Church Memorial Garden Interment/Burial Agreement

The Memorial Garden is a place at Wrightsville United Methodist Church for the interment or burial of cremains of eligible persons and the memorializing of others interred or entombed at other locations. The church intends for the Memorial Garden to be a remembrance for us that those who have gone before us are not forgotten and have found peace and rest with God. The Memorial Garden is an effort on the part of the church to continue to care for its members and families who have shared the fellowship of Wrightsville United Methodist Church. It shall be a place especially for those who love Wrightsville United Methodist Church and have a sense of closeness to it, which they would like to preserve even after death. It shall be hallowed ground, sacred to the memory of those who have departed from our midst.

This Agreement is established to assure the procedures for interment or burial of cremains and memorializing are conducted in an orderly and reverent manner, and to describe and explain the goods and services provided by the church and accepted by the applicant(s) in connection with these activities.

DESCRIPTION: The Memorial Garden will include one or more columbarium which shall consist of niches for the interment of the cremains of not more than two human beings per niche. Non-human cremains may not be interred in a niche. Each niche shall be identified with an engraved plaque with the name and dates of birth and death of the deceased whose cremains are interred within. In addition to niches, the Memorial Garden will include a dedicated area, delineated by the church, for the burial of cremains, and a plaque with the names, dates of birth and death of individuals whose cremains are buried. A separate plaque in the Memorial Garden will memorialize others interred or entombed at other locations and will include their names and dates of birth and death.

SUPERVISION: The Memorial Garden Committee of Wrightsville United Methodist Church, hereafter referred to as "the Committee" shall oversee the use, management, operation and maintenance of the Memorial Garden. The Committee will function under the general supervision of the Board of Trustees and will report to them annually or more often as deemed necessary. The Memorial Garden Committee shall include three Trustees, three members at-large, the Executive Director, the Director of Congregational Care, and the Director of Facilities. Each Trustee/Committee member shall serve a staggered three-year term, with terms to be designated by Class Selection. The Chairperson of the Committee shall be elected by members of the Committee for a one-year term. The Committee will have the authority and responsibility to execute the policies and procedures of the Memorial Garden which shall govern all activities and services relating to the Memorial Garden and to recommend amendments, changes, modifications or exceptions to the policies and procedures, as may be deemed necessary from time to time, subject to the approval of the Board of Trustees and the Administrative Council of the church.

ELIGIBILITY: The Memorial Garden shall be restricted to interment in a niche or burial of cremains of members of Wrightsville United Methodist Church at the time of reservation, spouses of members and minor children of members. Current and past ministers of the church are included as well. Past members who reserved niches while members of Wrightsville United Methodist Church may maintain their reservation after they are no

longer members of Wrightsville United Methodist Church. Likewise, only members, spouses of members and current and past ministers of the church may honor the memory of family members interred or entombed elsewhere by purchasing a memorial plate, containing their names and dates of birth and death, for placement in the Memorial Garden. Request for an exception to these eligibility requirements must be submitted in writing to the Committee for review. The Committee will make a recommendation on the request for an exception to the Senior Pastor. The Senior Pastor shall have the sole authority to approve or deny a request for an exception from the eligibility requirements set forth herein and such decision shall be final.

RESERVATION OF NICHE, BURIAL OF CREMAINS AND MEMORIAL PLATES: Reservations for interment, burial of cremains, or for memorialization on plaques, may be made only by persons satisfying the eligibility requirements set forth above. The reservation of a niche includes the right to exclusive use of one niche for the cremains of up to two people, one opening and closing per decedent, one urn per decedent for the placement of one person's cremains each, one engraved niche cover, and perpetual care and maintenance of the Memorial Garden. Specific niches may be reserved by eligible persons upon payment of designated fees and execution of required documents at the time of reservation. Reservation of the right to bury cremains in the designated area may be made only by persons satisfying the eligibility requirements set forth above. Church members may honor the memory of family members that are interred or entombed elsewhere by purchasing a memorial plate for placement in the Memorial Garden. **All fees for reservation of a niche, for burial of cremains or for inscription on a memorial plate, as set forth on the Fee Schedule attached as Exhibit A to this Agreement, must be paid by Applicant at the time this Agreement is submitted to the church for review.**

A niche may contain the cremains of not more than two deceased humans. The right to use a niche may only be transferred upon the submission of a written request to and approval by the Committee, subject to the eligibility requirements stated above. An unoccupied niche may be surrendered back to the church by the applicant upon written notification, and the church will refund 50% of the original price if the surrender occurs within ten (10) years of the date the reservation was made. After this ten (10) year period, no refund shall be made upon the surrender of an unoccupied niche.

THE RESERVATION OF A NICHE OR TO BURY CREMAINS IN THE MEMORIAL GARDEN GRANTS THE PERSON OR PERSONS THE RIGHT TO BE INTERRED IN THE NICHE OR HAVE THEIR CREMAINS BURIED BUT DOES NOT CONVEY OWNERSHIP OF ANY PROPERTY TO THE PERSON OR PERSONS OR THEIR HEIRS, FAMILY MEMBERS OR LEGAL REPRESENTATIVE TITLE OR OWNERSHIP TO AND CONTROL OF THE MEMORIAL GARDEN, ANY COLUMBARIUM, NICHE AND PLAQUES AND ANY OTHER IMPROVEMENTS, PERSONAL PROPERTY AND FIXTURES IN THE MEMORIAL GARDEN WHICH SHALL AT ALL TIMES BE VESTED IN AND REMAIN WITH THE CHURCH.

LAPSE OF RIGHTS AND CANCELLATION: The rights granted to Applicant under this Agreement shall lapse upon the occurrence of one of the following events:

A. Cessation of operation of the Memorial Garden by the church, in which event the church shall refund the reservation fee paid by the Applicant, without interest, cost, or penalty, to the Applicant. Cessation may occur should the church ever relocate its campus or cease to exist as a congregation.

B. Interment or burial of the Applicant elsewhere.

C. In the event that interment of the Applicant shall not have occurred within five (5) years of the date of death of the Applicant, upon written notification, the Committee may terminate this Agreement unless a family representative, a spouse or lineal descendant of the Applicant shall advise the Committee in writing of an intention to have the cremains of the Applicant interred within ninety (90) days following the written notice.

Upon lapse of the rights of the Applicant under this Agreement, the church shall be entitled to resell such rights. **No refund shall be provided to the estate of the Applicant whose rights under this Agreement have lapsed, except as otherwise provided herein.**

MANAGEMENT: The church will receive all payments and disburse all expenditures in a restricted account to be known as "The Memorial Garden Fund". Appropriate annual audits and reviews will be performed in accordance with the church's regular accounting procedures. Any surpluses generated after all expenditures have been satisfied will go to the perpetual maintenance of the Memorial Garden.

The church will maintain a record of each interment in the Columbarium, each burial of cremains, and placement of Memorial Garden plaques and inscription of names. The name(s) of the deceased, the deceased's dates of birth and death, and the deceased's next of kin or legal representative shall be included therein. The church shall also maintain a list of the people who have reserved niches or have planned for burial of cremains, together with the names of the next of kin or legal representatives of such persons.

Applicant, on his or her behalf and on behalf of his or her heirs or representatives, agrees that Wrightsville United Methodist Church shall not be held liable for any damage to the Memorial Garden, any columbarium, niches, urns, plaques and any other improvements, personal property and fixtures in the Memorial Garden caused by the actions or inactions of the church or third parties, weather, or acts of God. Applicant hereby releases, waives, and forever discharges Wrightsville United Methodist Church, its employees, members and representatives and affiliated parties from any and all claims, liabilities, or damages arising from personal injury, property loss, or other incidents occurring within the Memorial Garden, whether due to negligence or otherwise.

MAINTENANCE: The church shall maintain the Memorial Garden in perpetuity to preserve it as a place of reverence and meditation. No flowers, flags, decorations, or other memorabilia shall be permitted inside the Memorial Garden except those flowers placed near the niche or the burial area on the day of the burial service.

CONTACT INFORMATION: It shall be the responsibility of the Applicant or a family representative to keep the church advised at all times of the current contact information for the Applicant, the person(s) for whom the niche is reserved, and the next of kin of the designee. This will normally be the individual that the church would contact for any reason. Should there be no living next of kin or alternate as specified in this Agreement, provisions for the remains shall be transferred to the church.

MEMORIAL SERVICES: Funeral or Memorial Services for the interment of cremains or burial of cremains will be designed by one of the pastors in consultation with the family of the deceased. Only a pastor of Wrightsville United Methodist Church may conduct the interment or burial service unless permission is granted by the Senior Pastor for another pastor from another church to conduct the service. The family may also elect not to have a service at the time of interment.

FEES: Fees for interment or burial of cremains and the goods and services included received in exchange for payment of the fees are as stated in the fee schedule attached hereto and labeled as Exhibit A. The

church does not provide or procure cremation services. The fee paid to the church pursuant to this Agreement does not include the cost of cremation or any related or ancillary expenses. No goods or services other than those prescribed herein are provided for the fee paid.

PLAQUES, NICHE COVERS AND MEMORIAL PLATES: Engraving of plaques, niche covers, and memorial plates will be of predetermined uniform size and style. The church will provide such engravings as a part of the fees prescribed in Exhibit A. Each plaque, niche cover or memorial plate will be inscribed only with the name and dates of birth and death of the deceased. No other inscriptions will be permitted.

BURIAL: In the Memorial Garden, there will be a dedicated area for the burial of cremains. The cremains must be human cremains and shall be buried without a container. There will be no marking of the cremains except on the Memorial Plaque. The name of the individual whose cremains are buried, and the individual's year of birth and year of death shall be inscribed on the plaque.

RIGHT TO REMOVE CREMAINS: The church retains the absolute right, in its discretion, to remove niches, urns, plaques, niche covers and memorial plates and to relocate all or any part of the Columbarium (including niches) as it may deem necessary or advisable. If it is necessary to relocate an existing niche for any reason, the church will provide another niche for the cremains and will endeavor to advise the next of kin of the new location and the reason for the transfer. A niche may be opened, and the contents removed only for good cause as determined by the Committee. Any expenses will be borne by those requesting such action. No refund shall be due when a niche is vacated. All openings and removals shall be fully documented with the church being released from any and all further responsibility. Removal of a niche or urn by any party other than the church shall result in an immediate termination of any rights to further or future use of the niche.

DEFINITIONS: The following definitions shall be applicable throughout this Agreement, whether or not the defined term is capitalized.

Columbarium: A construction made for storage of the cremains of a deceased person. It is located on the church grounds in the Memorial Garden and includes niches for inurnment of human cremains.

Cremains: The human ashes that remain after cremation; a shortened term for cremated remains.

Cremation: The process of reducing the body to ashes through the application of intense heat.

Interment: The process of opening a Columbarium niche, placing the cremains of the deceased in the niche and closing it.

Memorial Garden: The area at Wrightsville United Methodist Church that includes a brick wall that houses one or more columbarium and a designated area for burying cremains.

Memorial Plate: A bronze plate which honors the memory of family members buried elsewhere. A separate Memorial Plate will be installed to honor the memory of those whose cremains are buried in the Memorial Garden.

Niche: The hollow opening in the columbarium wall designed to hold human cremains.

Burying: The process of burying cremated ashes within the designated area of the Memorial Garden.

Urn: A container that holds human cremains in a niche in a columbarium. The church provides the urn under this Agreement. Two urns fit in each niche and each decedent must pay for the appropriate costs outlined in Exhibit A.

**WRIGHTSVILLE UNITED METHODIST CHURCH
4 Live Oak Dr.
Wrightsville Beach, NC 28480**

**EXHIBIT A
RESERVATION FEE SCHEDULE**

Right to exclusive use of a niche for the cremains of one person, including: one opening and one closing of the niche, one engraved niche cover, one urn, and perpetual care and maintenance of the Memorial Garden.	\$3,000
Right to exclusive use the same niche for the cremains of a second person, including: one opening and one closing of the niche, one engraved niche cover, one urn, and perpetual care and maintenance of the Memorial Garden.	\$1,500
Burial of cremains in the Memorial Garden with name, dates of birth and death engraved on Memorial Plaque.	\$1,000
Name and dates of birth and death engraved on Memorial Plate only.	\$1,000



WRIGHTSVILLE
UNITED METHODIST CHURCH

**WRIGHTSVILLE UNITED METHODIST CHURCH
4 Live Oak Dr.
Wrightsville Beach, NC 28480
MEMORIAL GARDEN APPLICATION**

Date: _____

APPLICANT'S FULL NAME:

(Last) _____ (First) _____ (Middle) _____

ADDRESS: _____

EMAIL: _____

TELEPHONE (H): _____ (C): _____

SECOND APPLICANT'S FULL NAME: (If applicable)

(Last) _____ (First) _____ (Middle) _____

ADDRESS: _____

EMAIL: _____

TELEPHONE (H): _____ (C): _____

I wish to reserve _____ niche (s) at \$_____ each.

I wish to reserve the same niche for a second person at \$_____ each.

I wish to have my cremains buried in the Memorial Garden with name and dates of birth and death on the Memorial Plaque at \$_____ each.

I wish to purchase the right to have name and dates of birth and death on Memorial Plaque only at \$_____ each

<u>FULL NAME FOR ENGRAVING (Niche)</u>	<u>DOB</u>	<u>DOD</u>	<u>NICHE #</u> <u>ASSIGNED</u>	<u>DATE</u> <u>ASSIGNED</u>
Person 1:				
_____	_____	_____	_____	_____
Person 2:				
_____	_____	_____	_____	_____

<u>FULL NAME FOR ENGRAVING (Memorial Garden)</u>	<u>DOB</u>	<u>DOD</u>
Person 1:		
_____	_____	_____
Person 2:		
_____	_____	_____

<u>FULL NAME FOR ENGRAVING (Memorial Plaque)</u>	<u>DOB</u>	<u>DOD</u>
Person 1:		
_____	_____	_____
Person 2:		
_____	_____	_____

Contact information for family members* and/or an alternate person(s)* you wish to act on the family's behalf:

Name

Name

Relationship*

Relationship*

Address

Address

Email:

Email:

Phone (Home) (Cell)

Phone (Home) (Cell)

Name

Name

Relationship*

Relationship*

Address

Address

Email:

Email:

Phone (Home) (Cell)

Phone (Home) (Cell)

**Father, Mother, Husband, Wife, Child, Alternate*

The undersigned Applicant(s) acknowledges that he or she was provided with and read the Memorial Garden Agreement of Wrightsville United Methodist Church (the "Agreement") before submitting this application, and agrees that the terms, conditions, rules and regulations for the Memorial Garden as set forth in the Agreement, the terms of which are incorporated by reference in this application in their entirety, shall govern and control Applicant's use of a niche for interment of cremains or for burial of his or her cremains in the Memorial Garden at Wrightsville United Methodist Church. The terms, conditions, rules and regulations for the Memorial Garden set forth in the Agreement, as the same may be amended from time to time, shall binding on the undersigned Applicant and his or her heirs, successors, administrators, executors and legal representatives. THIS APPLICATION SHALL NOT BE DEEMED ACCEPTED BY THE CHURCH AND NO RESERVATION HEREUNDER EFFECTIVE UNTIL SUCH TIME AS PAYMENT HAS BEEN MADE BY APPLICANT AND RECEIVED BY THE CHURCH, AND THIS APPLICATION HAS BEEN APPROVED.

Signature of Applicant

Signature of Applicant

Eligibility Verified: _____
Signature / Date

Payment Received: \$ _____ Check No. _____ on _____
(Check MEMO: MG-Niche / MG-Garden / MG-Memorial / MG-Donation)

Approval: _____
Signature / Date

Application Recorded: _____
Data Manager / Signature / Date