



Johns Creek United Methodist Church

Memorial Garden Policy

- **CUSTODY AND CONTROL:** The Memorial Garden and all matters relating thereto are and shall be vested in all respects to the Board of Trustees of Johns Creek United Methodist Church (hereafter JCUMC) and its agents.
- **ELIGABILITY FOR INTERMENT OF CREMAINS:** The Memorial Garden is intended for the use of members or former members of the Church and their immediate families and others at the discretion of the Pastor. Immediate family members include, spouse, domestic partners, children, stepchildren, parents, grandparents plus any other family members living with member or for whom the member is financially responsible.
- **CONTRACTUAL AGREEMENT:** In return for payment of a specified fee, the Purchaser receives the following rights under the contract: 1) the interment of ashes in the earth, 2) placement by the Church of an appropriate, uniform plaque, engraved with the full name and dates of birth and death of the Designee on a permanent memorial wall located in the Memorial Garden (fraternal, patriotic and lodge markers will not be used), 3) care and maintenance of the Memorial Garden. No property rights of any kind may be acquired by or through this agreement.
- **INTERMENT:** The Designated Person or Persons ashes will be interred directly in the earth and will not be preserved intact or recoverable. Cremains may be interred in the same location.
- **GARDEN GROUNDS:** Except for the plaque provided by the church, no unapproved markers, plantings, or flowers will be permitted. In addition, the placing of vases, shells, toys, ornaments, balloons, glass crockery, statues, metal designs, wood or metal articles and similar objects and materials are not permitted. Such objects will be removed from the Garden.
- **GARDEN USAGE:** The Memorial Garden is a part of the surrounding churchyard and will be used for many church related purposes. The Garden is a sacred resting place and should therefore, be treated as such. No games, running, ball playing or loud or distracting music can be done in this area.

- **RECORDS:** Records of persons interred in the Memorial Garden will be kept by the church and the date of their interment. No record of the physical place in the garden where the cremains are interred will be kept.
- **CARE AND MAINTENANCE:** The Memorial Garden will be maintained by JCUMC. This will include grass mowing, shrubbery pruning, plant and flower planting and removal by growing season, sweeping and/or blowing of plant debris. Electrical, water, fountain and grounds maintenance will be the responsibility of the Church.
- **LIABILITY AND WARRANTY:** The Church does not guarantee or warrant the durability, expected life or condition of the grounds, facilities, product or services offered the Owner or Donor, but simply offers them the sole purpose of providing a means of dignified, economical Christian interment in an attractive setting. The Church will take reasonable care to protect against loss or damage, but will not assume liability for causes beyond its control, including, but not limited to, acts of God, vandalism, theft, accidents, riots, or military or police actions. Loss or damage within the reasonable control of the Church will be limited to not more than the amount of money specified by the Owner's agreement for the affected items.
- **SPECIAL SITUATIONS:** The Pastor, Board of Trustee's and Administrative Council are authorized to resolve any unique, emergency, and/or special situations that may arise, and make binding rulings on behalf of the Church.
- **RIGHT TO ALTER OR REMOVE THE MEMORIAL GARDEN:** The Church in its sole discretion has the right to remove, relocate or dismantle the Memorial Garden, if the Church deems it in its best interest. The Church will not incur any liability or obligation resulting from the loss or disturbance of, or damage to, the ashes of any person interred in the Memorial Garden.

Agreed to Date: _____

Signature: _____

Printed Name _____

Witness: _____

Printed Name _____