



The Memorial Garden Interment Agreement

Rules and Conditions for Use

Purpose

The Memorial Garden, hereinafter referred to as the “garden” is dedicated to and reserved for use as a lasting memorial providing for the interment or scattering of cremated human remains of members of the Presbyterian Church of Barrington, hereinafter referred to as the “church”, and designated members of their families.

Governing Body

A Trustee will chair the committee to consist of no less than one Trustee and three members at large. The committee shall supervise the operation of the garden and its records, maintenance and fee structures. This committee may recommend amendments and revisions of the Rules and Conditions for Use, but they will be approved by Session.

Interment Agreement and Fees

This Interment Agreement, issued by the Church, shall be required for use of the Garden. The fee of \$600.00 must be paid prior to use of the garden.

The fee will guarantee interment in the garden, designation on the Memorial Plaque and recording of the name and appropriate data in a remembrance book. The fee may be prepaid at any time in the amount in effect at the time of payment.

The church shall issue agreements only to members and to others granted written permission by the Church upon receipt of the appropriate fees. Eligible for interment are immediate family members of the applicant, to wit: self, spouse, antecedents, decedents and siblings, or others granted by written permission, without regard to church affiliation. At time of issuance, the recipient may designate the name(s) or the person(s) whose remains are to be interred. During his/her lifetime the grantee may change the name of the person(s) so designated, but such right may not be assigned, transferred or inherited except by his/her surviving spouse.

Upon the death of the grantee and his/her spouse with exercise of the agreement, fees paid the church will be forfeited to the church and the agreement cancelled. In the absence of factual knowledge of such deaths, the church may make a determination after the passage of seven years of the date it may have cause to believe the death or deaths, or unexplained absence or lack of communication with both grantee and spouse to revoke the agreement. Such determination shall be binding on all parties.

Terms and Conditions

Legal title to the garden and all locations therein shall be and at all times remain in the church. The grantee, heirs and assigns waive the right to access removal of retrieval of the interred. Only biodegradable containers can be used in the garden.

