

Agreement Between _____ & Community Mennonite Church

For the Interment of Ash Remains in the Community Mennonite Church Memorial Garden

The fee of \$ _____ to cover all expenses including name plate for the placement of human cremains has been received and receipted _____, 20 ____ Payment method: _____

I hereby request the interment of the Ash Remains of _____
_____ In the Community Mennonite Church Memorial Garden.

I have read and agree to each and every one of the attached regulations governing the Community Mennonite Church Memorial Garden. I have made these regulations known to the person (s) below and they understand that this Agreement is binding on them, my heirs and devisees. I understand and agree that the Community Mennonite Church Memorial Garden Committee and the Community Mennonite Church, Harrisonburg, Virginia are not granting me, my personal representative, heirs or devisees, any right, title or interest of any sort in or to the real property of Community Mennonite Church, Harrisonburg, Virginia, including but not limited to the Community Mennonite Church Memorial Garden.

Date of Birth: (mm/dd/yyyy) _____ Dated _____

Signature _____ (print full name) _____

Death: Name & Date _____

Name of person (s) responsible for carrying out my wishes as expressed below:

1.) Name _____ Tele number _____

Address _____

2.) Name _____ Tele number _____

Address _____

ACCEPTANCE Harrisonburg, Virginia _____, 20 ____ . The Community Mennonite Church Memorial Garden Trustees acknowledges the receipt of the application of _____ and the contribution (not for tax purposes) of \$ _____. If the Applicant decides any time prior to the interment that he or she wishes to cancel this Agreement, then the Memorial Garden Committee shall remit to the Applicant a portion of their donation (to be decided at the signing of this agreement) upon receipt of the Applicant's written notice of his or her change of intent, and each party will be deemed fully released from all obligation and responsibility to the other under this Agreement. Permission is hereby granted, subject to the Regulations of the Community Mennonite Church Memorial Garden, for the Interment in the Garden of the Ash Remains of _____
_____. The Community Mennonite Church Memorial Garden Trustees agree to intern the Ash Remains when presented, to furnish a proper individual nameplate and to provide perpetual care of the Garden.

The Community Mennonite Church Memorial Garden Trustees: (Signed and dated by two Trustees)

_____/_____
Trustee #1 Dated / Trustee #2 Dated

Statement of Beliefs

We believe:

- That we are created by a loving God as eternal beings, and for our lives as earth creatures we have a physical body to respect, nourish, and enjoy.
- That death is the natural end of life in this body, but God has planned that life has an eternal dimension, and we no longer are dependent on the physical limitations of our earthly body.
- That after death, what remains on earth is the wealth of memories held and treasured by friends and loved ones, while some respectful disposition is made for the physical body.
- That cremation is one acceptable way to care for the physical body.
- That a Memory Garden could be dedicated to and reserved for use as a lasting memorial to provide for the interment of cremated human remains for persons of CMC, immediate family.

A Memory Garden Purpose

The purpose of a memory garden, on the property of CMC, is to dedicate an outdoor area for the interment of human cremains of church members, their immediate family members, and nonmembers. Attractive landscaping would make the garden a suitable location to place the cremated ashes of the human body. It would be a place to meditate, remember and celebrate the lives of the persons whose ashes have been placed there.

Cremation is an ancient tradition that has been practiced throughout the world in many cultures. Today most Christian denominations consider cremation to be an acceptable, respectful, and dignified way of treating the human body after death. Locating a memory garden on church property helps to bring the reality of death closer into the life of the church and provides a means in which to honor those who have gone before us. This also is in keeping with our commitment to provide a simple, dignified plan which is also ecologically and economically sound.

Definitions

Memory Garden refers to an outdoor area on the property of Community Mennonite Church that for the interment of human remains.

Member or **associate member** of Community Mennonite Church of Harrisonburg (CMC) refers to the persons so designated by the Bylaws of CMC.

Immediate family not attending CMC, includes the spouse, children, parents, brothers and sisters of members of CMC.

Non members of Community Mennonite Church, Limited to:

- Active attendees, previous members & Inactive members.
- Non-members who are associated with and/or are served as an extension of Community Mennonite Church's ministry to the community. (ie. Patchwork Pantry, Prison Visitation, Our Community Place, New Bridges, Bridge of Hope, etc.)

Placement of cremains

- Option one is for one set of cremains in one plot: a biodegradable container not to exceed 8" X 8" X 8"H" to be placed 18" or more inches below the surface.
- Option two is for two sets of cremains in one plot: one or two biodegradable containers with cremains not to exceed 8"X 8" X 16"H to be placed 24" or more inches below the surface.
- Option three is for scattering one's cremains: a specified location will be designated for scattering cremains and raked into the flower bed mulch.

Proposed Organization and Management

Phase One through the completion of the construction and landscaping, a Memory Garden Project Team will establish, supervise and manage the affairs of the garden to its completion. The first and main responsibility of the Project Team will be to provide leadership in the raising of required funds to build and establish the Memory Garden. The Project Team is responsible to CMC Church Council.

Phase Two upon completion of the Memory Garden, CMC's Gift Discernment Committee will establish a Memory Garden Trustees (Governing Body) to supervise the operations of the garden and its records, maintenance and fee structure. The Trustees shall select a Chair to serve 3 year terms (indefinitely). The Committee may recommend variances, amendments to and revisions of this Memory Garden Policy but any such variances, amendments or revisions will not be effective until they have been approved by CMC Church Council.

Interment Agreement and Fees (Adapted by permission from First Mennonite Church, Richmond, VA)

- a. An Interment Agreement, issued by CMC, shall be required for use of the Garden. The fee of \$ 500.00 per plot (or scattering) and \$ 900.00 per plot where two cremains are buried (or scattered). The amount of such required payment shall be determined from time to time by the Committee and approved by CMC Church Council. The payment is without reservation and may be used by CMC for any lawful purpose.
- b. No property right of any kind is acquired by or through the payment for interment in the Memory Garden.
- c. The fee will provide the Participant interment in the Memory Garden, designation on the memorial plaque and recording of the name and appropriate data in a remembrance book. Following the fundraising period to establish the Garden, the non-refundable fee may be prepaid at any time in the amount in effect at the time of payment.
- d. CMC shall enter into Interment Agreements only with Members of CMC and others deemed eligible for interment in the Memory Garden by the Memory Garden Trustees according to the Memory Garden Policy and only upon the receipt of the appropriate fee. Each Interment Agreement shall designate the name(s) of the person(s) whose cremated remains are to be interred in the Garden (the "Participant(s)"). During the lifetime of any Participant, the Agreement may be modified by agreement of the Participant and CMC. However, a right to interment may not be assigned, transferred or inherited except from a Participant who is a CMC member to his/her spouse.
- e. A Participant may at any point request from the Memory Garden Trustees the option of forfeiting his/her/their right to interment in the CMC Memory Garden if the reasons include one or more of the following: relocation to another community, state or country, transfer of membership to another congregation, or transfer to another church denomination. Before a request can be completed, a new Participant(s) must buy out the original agreement at the current rates as determined at the time of transfer.
- f. Upon death of a Participant, the family of the deceased is responsible for making all arrangements with CMC for the use of the Memory Garden. The Memory Garden Trustees or CMC Lead Pastor shall be the contact person for the arrangement of interment and service.

Terms and Conditions (Adapted by permission from First Mennonite Church, Richmond, VA)

- a. Legal title, use and maintenance of the Memory Garden shall be in the exclusive control of CMC. No individual shall acquire any right whatsoever with respect to the use or appearance of the Garden or related memorial plaques or books.
- b. The Participant, on behalf of himself or herself, his/her family, heirs and assigns waives all rights to access, remove or retrieve ashes of the interred in the Memory Garden. Only biodegradable containers approved by CMC can be used in the Memory Garden. Only cremated human remains may be buried or scattered in the Memory Garden. CMC and those acting on its behalf shall not be liable for damage or loss to ashes or for other damages or losses of any kind.
- c. The names of all persons whose ashes are interred in the Memory Garden will be entered into a memorial book of remembrance maintained by CMC. A plaque bearing the name, birth and death date of each person whose ashes are interred in the Memory Garden will be purchased, installed, and maintained by CMC.
- d. Interment services are the responsibility of the ministerial staff of CMC. Clergy of other churches may officiate or assist with approval by the Memory Garden Trustees.
- e. CMC respects the sanctity of the site, but reserves the right to remodel, alter or reconfigure the plan or structures of the Memory Garden in its sole discretion. CMC shall at all times retain full ownership, custody and control of the Memory Garden.
- f. Memorial wreaths, cut flowers, floral displays, flags or other ornamentation may not be placed in the Memory Garden without prior written approval of the Memory Garden Trustees.
- g. Memory Garden Trustees shall control what items are placed in the Memory Garden and the length of time those items can stay in the garden.
- h. The maintenance of the Memory Garden shall be the responsibility of CMC Buildings and Grounds Committee. After the second year into its use, CMC shall designate budgeted funds for the maintenance and unrestricted donations may be made to the CMC Memory Garden Fund.
- i. There will be no monuments or headstones within the Memory Gardens confines. The memorialization of death shall be indicated by a person's name and QR code on a display podium in the Memory Garden. The QR code can be retrieved by any Smart Phone that will give exact location of buried cremains and any obituary information the Participant or living family request.