



Memorial Garden Policies and Regulations

The Church Street United Methodist Church Memorial Garden is a consecrated and dedicated area of the church property set aside for the express purpose of the interment of the ashes of deceased members and others approved by the church.

Eligibility. All members (past, present and their immediate families) and clergy (past, present and their immediate families) of Church Street United Methodist Church in Knoxville, Tennessee (hereinafter the "Church"), are eligible to subscribe for the interment of ashes in the Memorial Garden. Other interment requests should be sent in written form to the Church Street United Methodist Church Memorial Garden Committee (The "Committee). An eligible person who purchases interment rights in the Memorial Garden shall be referred to as a "Subscriber." "Immediate Families" shall be defined as parents, spouse, child or step-child of member or clergy.

Memorial Garden Interment

1. **Spreading of ashes.** Ashes are to be scattered or interred with no identification, such as a grave marker, or any reference to a specific location within the dedicated area. Ashes may be scattered within the garden area or buried directly into the ground of the garden area. No urns or other burial containers shall be permitted. Personal objects of the deceased shall not be included.
2. **No Property Rights.** No person or family member of any person interred in the Memorial Garden shall acquire, with the interment, any property rights in the dedicated area. The Church shall hold title to the dedicated area equally with, and to, all other portions of real estate owned by the church. The designation of the Memorial Garden is for reference only, and no ownership interest shall change due to the designation.
3. **Prohibited Ornamentation.** There will be no individual floral arrangements or other decorations within the Memorial Garden except at time of interment.
4. **Human Remains Only.** Cremated remains of pets or other animals are not eligible for burial or scattering in the Memorial Garden.
5. **Identifying Plaque.** A permanent memorial marker with nameplates affixed will be the only memorial marker. Individual nameplates for each person interred in the Memorial Garden with names and dates of birth and death are included in the cost.

6. Application. Application for interment can be made to the Church Administrator at any time. Fee for interment, including nameplate, is \$200. Application for interment will be accepted upon receipt of fee. The Interment fee may be waived at the discretion of the Senior Minister. Fees may be increased at any time at the discretion of the Board of Trustees.
7. Refunds. The purchase of interment rights is nontransferable. In the event the Subscriber no longer wishes to have their ashes interred, the rights are terminated and the Subscriber will receive reimbursement of payment.
8. Headings. All headings or captions appearing in these Policies and Regulations are included solely for convenience of reference and do not constitute a part of these Policies and Regulations or define or limit the provisions hereof.
9. Subject to Laws. In addition to the Policies and Regulations in effect from time to time, the interment of ashes in the Memorial Garden is subject to all applicable Federal, State and local laws and/or regulations. Any permits for internment required by State or local laws must be secured and furnished by the Subscriber or a duly authorized representative of the Subscriber such as a family member or duly authorized funeral director. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
10. Enforcement of Policies. The Church, by and through its authorized staff or the Committee shall enforce all policies and regulations applicable to the Memorial Garden. The Church may exclude from Church property and the Memorial Garden any person or persons violating such policies and regulations.
11. Notification of Subscriber's Change of Address. It is the sole responsibility of the Subscriber, his or her heirs and legal representatives to notify the Board in writing of any change of address. Any notice sent by the Church to the Subscriber, his or her heirs or legal representatives to the last address as shown in the Memorial Garden records shall be deemed good and sufficient legal notification for all purposes. Written notices by the Church to the Subscriber, his or her heirs or legal representatives shall be delivered in person or by First Class or Certified U.S. Mail addressed to any of such persons as reflected on the Memorial Garden records. The Church shall have the right to change the address of its administrative offices by amendment of these Policies and Regulations or otherwise as determined by the Board.
12. Continuance. The Church intends to maintain the Memorial Garden in a tasteful, clean and dignified state befitting the sanctity of the purpose of the Memorial Garden. Notwithstanding the foregoing, it is understood and agreed that the Church shall not be legally obligated to maintain the Memorial Garden in perpetuity.

The Church reserves the right to convert the Memorial Garden to another use if that is deemed necessary.

It is understood and agreed that the Church may at its sole discretion reconfigure the Memorial Garden within the Church's property or at another location if the Church should move to a new location.

13. EXCULPATION AND RELIEF FROM LIABILITY. NEITHER THE CHURCH, ITS MEMBERS, ITS PASTORAL STAFF, ANY OTHER MEMBER OF THE CHURCH CLERGY, ANY MEMBER OF THE COMMITTEE OR ANY OTHER COMMITTEE OF THE CHURCH, ANY MEMBER OF THE CHURCH'S ADMINISTRATIVE STAFF, OR ANY EMPLOYEE OR VOLUNTEER OF THE CHURCH (ALL OF THE FOREGOING HEREINAFTER REFERRED TO AS THE "PROTECTED PERSONS") SHALL BE LIABLE TO ANY SUBSCRIBER OR SUCH SUBSCRIBER'S HEIRS OR LEGAL REPRESENTATIVES, OR TO ANY OTHER PERSON, FIRM OR ENTITY FOR CARRYING OUT THE WRITTEN DIRECTIONS OF A DECEDENT OR THE DIRECTIONS OF THOSE PERSONS ENTITLED TO CONTROL THE DISPOSITION OF THE DECEDENT'S REMAINS.

NOR SHALL ANY PROTECTED PERSON BE LIABLE OR RESPONSIBLE FOR ANY DEATH OF OR INJURY TO, OR OTHER LOSS OR DAMAGE SUFFERED BY, THE SUBSCRIBER OR ANY MEMBER OF THE SUBSCRIBER'S FAMILY, ANY INVITEE OR GUEST OF THE SUBSCRIBER OR ANY OTHER PERSON, FIRM OR ENTITY, ARISING OUT OF OR RESULTING FROM ANY USE OF OR ACCESS TO THE MEMORIAL GARDEN OR ANY OTHER PROPERTY OF THE CHURCH OR RELATING IN ANY MANNER TO THE GRANT OF INTERMENT RIGHTS.

EACH SUBSCRIBER AND EACH SUBSCRIBER'S HEIRS AND LEGAL REPRESENTATIVES RELEASES AND AGREES TO HOLD HARMLESS EACH PROTECTED PERSON FROM ANY LIABILITY OR RESPONSIBILITY DESCRIBED IN THIS SECTION 12 AND ANY LOSS, DAMAGES, COSTS, EXPENSES, CLAIM OR CAUSE OF ACTION RELATING THERETO (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY LIABILITIES AND RESPONSIBILITIES ARISING OUT OF OR RESULTING FROM, IN WHOLE OR IN PART, NEGLIGENCE OR GROSS NEGLIGENCE BY OR THE INTENTIONAL ACTS OF ANY PROTECTED PERSON, WHETHER THROUGH ACT OR OMISSION. THIS SECTION 12 DOES NOT LIMIT OR IMPAIR ANY STATUTORY OR OTHER IMMUNITY OR LIMITATION OF LIABILITY AVAILABLE TO THE CHURCH OR ANY OTHER PROTECTED PERSON.

IN NO EVENT SHALL THE CHURCH OR ANY PROTECTED PERSON BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE INTERMENT RIGHTS OF A SUBSCRIBER OR ANY PERSON CLAIMING BY OR THROUGH A SUBSCRIBER.

14. Modifications and Waivers. Recognizing that situations may arise in which literal enforcement of a policy may be impractical, the Committee retains the right, in its sole discretion, to make reasonable exceptions, suspensions, modifications or waivers of any policy. Any exception, suspension, modification or waiver shall apply only to the particular situation approved by the Committee and shall in no manner be construed as affecting the application of these Policies and Regulations in other situations, whether past, present or future. Each provision of these Policies and Regulations shall be

independent of and separable from any other provision, and the invalidity of a provision of these Policies and Regulations shall not affect the enforceability of any of the other terms, conditions or provisions contained therein.

15. Policy Revisions. The Memorial Garden Committee may at any time adopt new policies and regulations. The Committee may recommend the Board of Trustees alter, amend or repeal any provision contained herein.

We have received a copy of the Memorial Garden Policies and Regulations and agree to them.

Printed name: _____

Signed name: _____

If the person is already deceased:

Name of Deceased: _____

Relationship to Deceased: _____

Date: _____

Church representative: _____