

**RULES AND GUIDELINES OF
TRINITY PRESBYTERIAN CHURCH
MEMORIAL GARDEN
Pensacola, Florida**

Adopted: November 19, 1997

Revised: June 18, 1998

Revised: July 25, 2018

The Trinity Presbyterian Church Memorial Garden has been designed to provide a final resting place on earth for church members and their immediate families who choose to use it. The following rules and guidelines provide for the use and operation of the Trinity Presbyterian Church Memorial Garden for the interment of cremated remains:

1. Trinity members, former members, and members of their immediate families, (e.g. children, parents, grandparents, grandchildren, spouses, siblings and step-combination of each), may be interred in the Garden. Special exceptions may be considered and approved by the Senior Minister in consultation with the Chair of the Trinity Facilities Team.
2. Arrangements for interment should be made with the Senior Minister or a designee.
3. A burial site may be chosen by the family or left to the discretion of the Facility Team to select the site. A current record of the individual site locations will be kept in the church office. Surviving spouse or children may reserve an adjacent site for him/herself or their children. No other sites may be designated as "reserved."
4. A future burial site may be reserved by submitting in writing a request to the Pastor and/or Facilities Team. If your request is approved the requester is asked to notify the church if and when the site is no longer desired or required.
5. An Interment Agreement will be executed between a family or personal representative and the Church prior to burial. The agreement will be subject to these rules and guidelines, as amended from time to time, and to the extent the contract is inconsistent with these rules and guidelines, the rules and guidelines will control.
6. Interment of loose ashes is encouraged; otherwise, the use of a container such as is supplied by a crematorium or funeral home is acceptable. Interment depth will be twenty-four (24) inches or more. A live or cut flower arrangement may temporarily mark the covered burial site on a one-time basis.
7. Though not required for interment in the garden, donations may be made and accepted for care and maintenance of the Garden under the direction of the Facilities Team.
8. The names, without titles, of those interred in the Garden will be placed on the Memorial Garden Plaque located in the church building and on memorial bricks placed in the garden. The dates of birth and death will be included. The cost of engraving will be taken from the Memorial Garden Fund.
9. There will be no permanent marker for a specific burial site. No individual memorials may be added to the Garden area. The Church Office shall maintain a record of those individuals whose remains are interred in the Memorial Garden.

10. Major changes to the Memorial Garden will be made only after consultation with the Facilities Team.

11. Initially, and periodically, a legal opinion will be sought to ensure that usage and operational procedures are in agreement with appropriate codes.

13. These rules and guidelines are adopted by the Session and may be altered and amended from time to time by a majority vote of the Session. No alterations, amendments, or exceptions to the rules shall have any force and effect absent approval by the Session in consultation with the Facilities Team.

Trinity Memorial Garden Rules, Guidelines, Interment Agreement: *Approved By Session August 23, 2018*

INTERMENT AGREEMENT
Trinity Presbyterian Church's Memorial Garden
Pensacola, Florida

This Interment Agreement made this _____ day of _____, _____ by and between the Church, acting through its Senior or Associate Minister and Session, and the undersigned petitioner:

WITNESS: That the Church does grant unto petitioner the right to have interred in Trinity Presbyterian Church's Memorial Garden the ashes of _____, subject to the terms and conditions stated hereunder which are binding on all parties hereto.

In consideration of the right to have the ashes of the decedent interred in the Memorial Garden, the petitioner agrees as follows:

1. Custody and control of the Memorial Garden and all matters relating thereto are and shall be vested in all respects in the Session of the Church as duly constituted from time to time. The Facilities Team of the Session, shall manage the use and maintenance of the Memorial Garden, subject to the direction and control of the Session.
2. Application for interment and donations are made without any reservations, conditions, or restrictions. No property right of any kind in or to the Memorial Garden or any portion thereof is or shall be acquired by or through petitioner. It is the intention of the Church to exercise reasonable care in the maintenance of the Memorial Garden. However, neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility for the maintenance of the Memorial Garden, for the preservation or loss of, or damage to any container placed or the ashes of any person interred in the Memorial Garden or for any matter or thing relating to the Memorial Garden.
3. Petitioner agrees and understands that this contract is subject to the Rules and Guidelines for the Memorial Garden established by the Session of the Church. Petitioner acknowledges that he or she has been provided a copy of the Rules and Guidelines in effect as of this date. Petitioner agrees and understands that the Session or the Facilities Team may from time to time alter or amend the Rules and Guidelines governing the use and maintenance of the Memorial Garden. Petitioner agrees and understands that, to the extent any language in this agreement is inconsistent with the Rules and Guidelines then in effect, the Rules and Guidelines will control.
4. No ashes or remains shall be removed from the Memorial Garden and no right whatsoever shall exist in the heirs-in-law of the petitioner or designee or in any other person to have such ashes or remains removed.
5. All the terms and conditions hereof, all amendments, changes or modifications thereof, and all rules and regulations made pursuant thereof, shall apply to and are binding upon petitioner and any person who pursuant to the terms and conditions thereof may be recognized and accepted by the Session as succeeding to any right of petitioner hereunder. This agreement constitutes the entire understanding between the parties and no other agreements either expressed or implied shall be binding upon the parties hereto unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals as of the day and year first written above.

DATA FOR MEORIAL GARDEN PLAQUE and MEMORIAL BRICK

We desire that our loved one's name should appear on the Memorial Garden Plaque located in the church and on a brick in the Memorial Garden as follows:

Name of Deceased (no titles) _____

Date of Birth _____

Date of Death _____

RESERVATION FOR ADJACENT BURIAL SITE

The spouse of the deceased may, if desired, select an adjacent burial site for his/her future use or for use by a child(ren) and that site(s) will be recorded as "Reserved" on the Memorial Garden Records maintained in the church office. If such a request is altered or forfeited it will be the responsibility of the surviving husband or wife, or a designee, to notify the church of the request for change or cancellation.

I, _____, the spouse of _____, whose ashes were/will be interred in the Trinity Presbyterian Church Memorial Garden on _____, 20____, request that an adjacent burial site be reserved for my ashes and the ashes of our child(ren).

Signed, _____ Date: _____

Senior Minister or Designee

Witness

Petitioner

Witness

Petitioner's relationship to deceased. _____

Address of petitioner

Telephone number