



**Regulations and Agreement Governing  
Franklin First United Methodist Church Memorial Garden  
120 Aldersgate Way  
Franklin, Tennessee 37069**

**Purpose and Use of the Memorial Garden**

The Memorial Garden at Franklin First United Methodist Church (hereinafter called the Church) is designed as a place to celebrate life. It is a living memorial to deceased members of the Church and their families. Located along the cedar-lined path south of Wesley Hall, the Memorial Garden provides a place for interment of cremated remains of Church members, clergy, staff and their immediate families, as well as a place for meditation, prayer, reflection, and remembrance. The Memorial Garden is composed of a circle garden for in-ground burial of cremated remains (cremains) and a columbarium wall that contains niches for the placement of cremation urns.

“Interment,” as used in this document, means placing cremains into a designated space in the circle garden or in a columbarium niche.

Cremains of eligible persons and biodegradable urns, as provided by the Church, containing such cremains may be buried in the Memorial Garden. Each in-ground space will accommodate one person’s cremains. A bronze plaque on the Garden wall will memorialize the name, date of birth and date of death of persons in the circle garden.

Urn, as provided by the Church, containing cremains of eligible persons and/or approved mementos may be placed in a niche of the columbarium wall. Each niche has space for one urn. Each niche in the columbarium will be marked to indicate name, date of birth, and date of death of the person whose remains and/or approved mementos are contained therein.

**Policies, Rules and Regulations**

1. The right to use one or more in-ground and/or niche spaces in the Memorial Garden is granted to eligible persons subject to the conditions, limitations, and privileges specified in this document and other applicable regulations of the Church. For the purposes of this document, the term “member” shall mean a person who was a member of the Church at the time the space was reserved, or at the time of death, or clergy and staff who have served the Church.
2. **Rights Conferred by This Document:** The person who holds a space reservation acquires no property rights in the Memorial Garden or its interment spaces and agrees that said areas are under the sole ownership, jurisdiction, and control of the Church. The Memorial Garden will at all times remain the property of the Church. While eligible persons may purchase the use of a space, they will not receive a deed or any documentation indicating ownership interest.
3. **Urn Requirement:** Only urns supplied by the Church will be used in the Memorial Garden.

4. **Nameplates:** Only nameplates provided by the Church will be permitted in the Memorial Garden. For the in-ground spaces, the names of persons whose ashes are interred in the Memorial Garden, along with their date of birth and date of death, will be placed on individual nameplates and attached to a common plaque mounted on the Memorial Garden wall. Names may be limited as to the number of characters.

In the columbarium, the name, date of birth, and date of death of the person whose cremains or approved mementos are in a niche will be placed on the faceplate of the niche. Names may be limited as to number of characters.

5. **Flowers:** The placing of flowers, artificial or otherwise, or other ornamentation is not permitted in the Memorial Garden.
6. **Memorial Objects:** No memorial objects, plants, architectural features, or markers are permitted within the Memorial Garden, except as approved and placed by the Church.
7. **Statuary and Art Objects:** To ensure simplicity and unity, no statuary or other art pieces are permitted within the Memorial Garden, except as approved and placed by the Church.
8. **Eligibility for Interment:** Use of the Memorial Garden shall be limited to the deposit of the cremated remains and/or approved mementos of a person who was a member of the Church, immediate family of a Church member, clergy/staff who served at the Church, the immediate family of such clergy/staff, or a person approved by the Senior Pastor of the Church. For the purposes of this document the term “immediate family” shall mean any of the following relations (natural or by adoption): a spouse (at the time the right of use is purchased or at the time of the death), mother, father, child, daughter-in-law, son-in-law or grandchild. In an individual case, the Church may consider authorizing other relations.
9. **Non-Covered Services:** Arrangements for cremation are the responsibility of the member or the member’s family, heirs, executors, or administrators for the estate of the member. A Church representative will be available to assist families with arrangements for interment in the Memorial Garden.
10. **Assignment of Rights:** The rights herein granted may not be assigned or transferred without written approval of the Church, which approval may be granted or withheld solely at the discretion of the Church. In the event of approval of an assignment, the assignee shall be bound by all the terms and conditions to which the assignor was subject.
11. **Access to Memorial Garden:** Access to the Memorial Garden may be limited at times and under conditions as determined by the Church (e.g., during services or maintenance).

12. **Removal of Remains:** Removal of cremains from in-ground burial in the Memorial Garden is not practical due to the nature of the interment. Any attempt at removal of remains from an in-ground space in the Memorial Garden will only be made upon the written consent of the Church made pursuant to the written request of the surviving spouse or the nearest of kin of the person whose ashes are interred therein. Any such removal must be arranged through the Church at the expense of the requester. In the event of such removal, all rights to the use of the space shall revert to the Church without remuneration.

An urn may be permanently removed from the columbarium upon the written consent of the Church made pursuant to the written request of the surviving spouse or nearest of kin of the person whose ashes are contained therein. Any such removal must be arranged through the Church at the expense of the requester. In the event of such removal from a niche, all rights to the use of the space where the urn was located shall revert to the Church without remuneration.

13. **Property Maintenance:** The Memorial Garden and all undertakings and rights with respect to its maintenance and operation, are under the sole jurisdiction of the Church. The Church may designate church officers, employees, or others as its agents to act for it in pertinent matters, including those herein specified. Only those persons so designated are authorized to act.

### **Application Process and Fees**

Eligible persons may reserve the use of a specified space, or spaces, in the Memorial Garden by reviewing and signing the *Regulations and Agreement Governing the Franklin First United Methodist Church Memorial Garden* (this document), completing a *Memorial Garden Right of Use Application*, and attaching the necessary fee. The church office will direct applicants to the person appropriate for processing an application.

Fees: Reserved space use. The fee is \$ \_\_\_\_\_ per in-ground space and \$ \_\_\_\_\_ per columbarium niche.

The above fee includes use of the designated space(s); the urn; addition of the interred person's name and dates as specified in item 4 of this document; initial opening and closing of the designated space(s); and the administration and maintenance of the Memorial Garden.

All other costs associated with the memorial services and interment, including but not limited to the costs of cremation, are not included in this agreement.

Fees for reserving the use of spaces may be changed in the future to cover changes in the capital, administration, interment, and maintenance costs of the Memorial Garden. Changes in the fee structure will be at the discretion of the Church.

### **Disposal of Unused Space**

If a reserved space in the Memorial Garden has not been used within 75 years of the date of reservation, the Church will attempt to contact the person who purchased the right of use in the Memorial Garden, or his/her legal representative, to ascertain the person's plans regarding the use of the Memorial Garden. If the person has no desire to use the Memorial Garden or a reasonable attempt at contact is unsuccessful, the right of use may lapse without obligation on the part of the Church to return any fees paid, and the space may be available for reallocation.

If a space within the Memorial Garden has not been effectively designated for use or is not used upon the death of the last person(s) for whose ashes the space is designated, and if no person who is entitled to exercise the privilege of use for that space has been successfully contacted after reasonable attempts, all rights with respect to the space may lapse without any obligation on the part of the Church to return any payment or pledge and the space may be reallocated by the Church.

### **Memorial Garden Administration**

The Memorial Garden will be administered as an integral part of the Church in accordance with the policies, regulations and bylaws of the Church.

The Senior Pastor is authorized to interpret these policies in resolving unique, emergency, and/or special situations that may arise.

### **Records and Documents**

Records of interments and space reservations will be maintained permanently by the Church. The records will show the arrangement of all spaces, the name, date of birth, date of death of those interred, and date of interment. Records will also show the name and address of the person or family who purchased the right of use and the name and address of the person to contact in the event the Church should move from its current location or move the location of the Memorial Garden. The Church shall also maintain records showing the date of purchase of the right to use space(s) in the Memorial Garden, the contract number (if any), the date and receipt of any payment on the purchase, and the full amount received.

### **Perpetual Care**

The Church is committed to the perpetual care of the Memorial Garden so long as the Church owns the property. The Church retains the sole right, if it deems it necessary or appropriate, to move the site of all or any part of the Memorial Garden. If the Memorial Garden is relocated, the Church shall be responsible for relocating the Memorial Garden and the cost thereof. The Church will make a reasonable effort to notify the surviving spouse or next of kin of the relocation. Such notification will be made by letter to the latest address on record.

The right herein granted to use a space shall continue only so long as the present church edifice is owned by the Church. In the event of its sale, such right shall cease and upon written notification of such sale (based on the current contact information provided), the member, or his/her legal representatives, shall have the right to request removal of the remains. If the

removal request is not made within sixty (60) days after such written notification is sent, the Church has the right to remove and relocate the ashes in such manner as it shall deem proper in its sole and absolute discretion.

**Church Liability**

The Church assumes no liability arising out of its design, construction, maintenance, or operation of the Memorial Garden or for any loss of, or damage to, urns or ashes of any deceased person or for any other reason. The Church expressly disclaims all responsibility and shall be relieved from any liability for loss or damage, including without limitation damage caused by the elements, an act of nature, thieves, vandals, malicious mischief, explosions, accidents, invasion, insurrection, riots, or order of any military or civil authority, whether damage be direct or collateral.

**Amendment of the Memorial Garden Use Agreement, Regulations or Other Documents**

The Church reserves the right unilaterally to amend the *Memorial Garden Right of Use Application*, the *Regulations and Agreement Governing the Franklin First United Methodist Church Memorial Garden*, and other documents used in the administration of the Memorial Garden.

Member Name (print): \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Church Representative Name (print): \_\_\_\_\_

Church Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Chair, Board of Trustees