

POLICY, RULES AND REGULATIONS GOVERNING BURIAL IN THE FIRST PRESBYTERIAN CHURCH MEMORIAL GARDEN

The Session of First Presbyterian Church of New Bern, North Carolina, hereinafter referred to as the “Church”, has designated an area within the Church property as a Memorial Garden to be used for the interment of cremated remains of the dead.

The Memorial Garden shall be managed by a committee called the Memorial Garden Committee, hereinafter referred to as the “Committee”. The Committee shall be composed of three (3) persons which shall be chaired by the memorials chairperson, and shall include the property chairperson and another person approved by the Session and accountable to the Session. The senior pastor shall serve as an ex-officio member of the Committee. The Committee will administer the Memorial Garden and shall establish and modify, from time to time, guidelines for the Memorial Garden subject to review and approval of the Session.

The following rules and regulations shall apply to the use of the Memorial Garden and no part of the rules and regulations shall be suspended, repealed, annulled, altered, or amended unless they are proposed in writing by an affirmative vote of the Committee and approved by the Session of the Church:

1. **ELIGIBILITY.** The Memorial Garden may be used by “Eligible Decedents” who are (a) members of the congregation of the Church; (b) spouses of members of the Church; (c) mothers and fathers of members of the Church; (d) children or stepchildren of members of the Church; (e) current or former ministers of the Church, their spouses, children, and stepchildren; and (f) former members or other persons having special ties with Church upon recommendation of the ministers of the church and approval by the Committee. Reference to “members” in this paragraph includes members on the Church’s active and inactive church rolls.

2. **BURIAL SITES.** Specific sites for the interment of cremated remains will be available within the Memorial Garden. Purchasers may select specific sites through its Committee or its designee, but such assignment shall not constitute or be construed to be conveyance of any interest in the real property of the Church. Assignment of cremated remains to a specific site shall constitute only a license to use such site, pursuant to these rules, regulations and policies, as amended from time to time. Actual interment in a site will be done at a time coordinated by the Committee. Use of a site shall be limited solely for the purpose of the actual interment of cremated remains.

3. **RECORDS.** A plot plan showing all burial sites in the Memorial Garden shall be kept in the Church office which shall have recorded upon it the names and locations of those persons whose remains are interred in a site including the name, dates of birth and death, and next of kin.

4. **RESERVATION OF SITES AND CONTRIBUTIONS FOR BURIAL RIGHTS.** Sites for interment in the Memorial Garden shall be available for reservation upon payment of the fee in effect at the time of reservation or burial. The reservation of a site and the payment of the fee gives the person paying the fee the right to interment of cremated remains and does not convey ownership of the site to the individual. No transfer of reservation of a plot shall be made to another person, estate, or corporation. In the event a person desires to cancel such a reservation, he or she may do so in writing addressed to the Clerk of the Session. Refunds will be granted only upon written request. Any burial site, which is abandoned by the purchaser, shall be considered as an unassigned site and can be re-assigned at the discretion of the Committee. Abandonment shall mean the non-use of the site after the death of the eligible decedent and/or the loss of contact with the eligible decedent and the purchaser for five (5) years or more.

The Memorial Garden is a service offered to the congregation of the Church and fees will be charged as set by the Committee to serve only for the purpose of defraying the cost of construction, maintenance and landscaping of the Memorial Garden. The fee for the use of the site is currently \$1000.00

5. **MULTIPLE INTERMENTS IN A SITE.** The cremated remains of two eligible decedents may be placed within the same site. Ordinarily, placement of cremated remains of more than two eligible decedents in the same site will not be permitted.

6. **URNS.** The urn or container containing the cremated remains of an eligible decedent to be interred in the Memorial Garden burial site shall be provided for and paid for by the legal representative or family of the eligible decedent. The exterior dimensions of each urn shall not exceed 10 inches in height, 6 inches in width and 6 inches in depth. The name of the decedent shall be permanently affixed to the urn or placed inside the urn.

7. **FLOWERS.** The only time that flowers and other remembrances may be placed near the burial site will be the day of the memorial service. These will be removed the following day.

8. **RIGHTS OF REMOVAL BY CHURCH.** As a condition of using the Memorial Garden, each person hereby irrevocably grants to the Church the right to remove the cremated remains of the eligible decedent interred therein and to cause the re-interment of such remains in any other appropriate location, upon the occasion of the relocation of the Memorial Garden for any reason. Any such removal or transfer shall be at the sole discretion of the Session and shall comply with applicable laws.

9. **REMOVAL OF CREMATED REMAINS BY ENTITIES OTHER THAN THE CHURCH.** The cremated remains of any eligible decedent interred in the Memorial Garden may be removed by such person authorized by law to do so and upon compliance by such person with all requirements of state, municipal, or other pertinent laws.

A site may be opened, and the contents removed only for good cause as determined by the Committee. Any expense incurred will be borne by the person or entity requesting such action. All such openings and removals shall be documented in the records of the Church, and before such removal is made, the Church shall be given a written release from any and all further responsibility where such removal is not at the request of the Church.

If, after the removal of the cremated remains of the eligible decedent from their assigned site, there are no other cremated remains still present in the site, all rights to use the site shall revert to the Church. No fees or contributions of any type shall be refunded by the Church to any person, estate or family member upon the removal of any interred remains.

10. **CONTRACT OF PURCHASE AND PERPETUAL CARE.** A Contract of Purchase and Perpetual Care shall be executed before the interment of the remains of an eligible decedent. By executing this document, the representative shall warrant to the Church that the representative has been duly authorized to do so and that all persons who have a legal right to decide where to inter the eligible decedent are in agreement that they may be placed in the Memorial Garden. In the event of litigation that seeks to remove the remains from the Memorial Garden, the eligible decedent's estate or family shall have the sole responsibility of defending such litigation.

11. **SECURITY OF MEMORIAL GARDEN.** The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremated remains in any burial site. The estate, heirs, and devisees of the eligible decedent shall assume the risk of loss, destruction, or desecration of the eligible decedent's cremated remains from any and all other causes.

12. **MEMORIAL GARDEN CARE AND MAINTENANCE.** The expense of maintaining the Memorial Garden is to be deferred by the fees paid by the families and estate of eligible decedents and by any memorial gifts received by the Church designated for the Memorial Garden. After all costs are deferred, monies received shall be held in a special account for future upkeep, maintenance, and/or relocation.

13. **INSCRIPTION UPON MARKER.** Inscriptions shall be engraved directly on the marker (Pennsylvania Bluestone paver) and shall consist of the name of the person interred in the Memorial Garden on the first line and dates of birth and death (with months abbreviated in the first three letters) on the second line. When the site is used for multiple burials, the name and date of birth and death of the second eligible decedent interred in said site shall be on the third and fourth lines. The markers (pavers) shall be provided by the Church and shall be marked in a uniform, consistent manner.

**Memorial Garden
First Presbyterian Church
New Bern, Craven County, North Carolina
CONTRACT OF PURCHASE AND PERPETUAL CARE**

THIS CONTRACT, made and entered into this _____ day of _____, _____, by and between First Presbyterian Church of New Bern, North Carolina, hereinafter referred to as "the church", and _____, hereinafter referred to as "Purchaser."

WHEREAS, the Church as set aside portions of the churchyard, The Memorial Garden, for the interment of cremated remains of members of the Church and their immediate family, and

WHEREAS, the Church has established a set of policies and regulations governing eligibility and use of the churchyard and Purchaser has received a copy and is familiar with the content thereof, and the said policies and regulations are incorporated as if fully set out herein.

NOW, THEREFORE, in consideration of the sum of \$ 1000 paid to the Church by Purchaser for plot # _____, the parties covenant and agree with the other as follows:

1. The Church agrees to provide to Purchaser a burial site suitable for the cremated remains of two persons, to open and close the site for burials, to place a marker on the site, to have marker inscribed with the surname, Christian name, vital dates, and to provide perpetual care.
2. The Church shall retain title to said site and grants hereby to Purchaser the right to the use of the site in accordance with the policies and regulations above referred to.
3. Purchaser authorizes the Church to relocate the remains interred to another proper location if relocation should become necessary for any reason, and this authorization shall be binding upon the heirs, executors, administrators and assigns of the Purchaser.
4. Purchaser warrants a property right in and to the mortal remains of the person or persons anticipated to be interred and further warrants authority to execute this contract. The Church assumes no responsibility to inquire further into the authority of the person executing this contract or the relationship of same to the person to be interred.

IN WITNESS WHEREOF, this contract has been executed by all parties on the day first above written.

Purchaser: _____

**Member Memorial
Garden Committee: (or designee)** _____

Senior Pastor: _____

Decedent

First Middle Last

Birth Date Date of Death

Decedent

First Middle Last

Birth Date Date of Death

Next of Kin _____