

Saint Peter's Lutheran Church of Cape Cod
310 Route 137, Harwich, MA 02645
(508) 432-5172
businessoffice@stpeterscapecod.org

Memorial Garden Site
Reservation Contract/Application

Requestor: _____

Name(s) & DOB to be interred: _____

Address: _____

Telephone: _____

Maiden name: _____

Interment: Scattering Garden \$400.00

Columbarium \$1,200.00

Includes brass nameplate. Include DOB above. DOD _____
Or to be determined at time of interment.

I have read and understand the attached Contract Specifications governing the Memorial Garden of Saint Peter's Lutheran Church of Cape Cod, Harwich, MA. I request a Reservation of Space in accordance with this Contract.

Requestor's signature Date

Reservation and payment received

Amount: \$ _____

Church Representative's signature Date

*Check payable to St. Peter's Lutheran Church,
Memo: niche or scattering.
Return to Church Office*

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Change of address: _____

Alternate contact (required): _____ Telephone: _____

Note: Cremation certificate required at time of interment.

Cc: Requestor & Office Original: Memorial Garden Secretary

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Office Use Only

Name: _____

Name: _____

Interment site: _____ Date: _____

Interment site: _____ Date: _____

Cremation certificate filed? Yes No

Cremation certificate filed? Yes No

Site reverted to church Date: _____

Reason: _____

Supporting documents attached:

Yes No

Contract Specifications for the
Memorial Garden of Saint Peter's Lutheran Church of Cape Cod
Route 137, Harwich, MA 02645

Effective January 1, 2018

This contract supersedes any prior dated revisions.

Preamble: A Memorial Garden, which includes a columbarium and scattering garden, has been created on the Saint Peter's Lutheran Church of Cape Cod (hereafter the Church) grounds as an area of beauty set aside to provide an opportunity for a final resting place for cremated remains with appropriate services, as well as for the purpose of meditation and prayer.

Records Management: The Memorial Garden Committee (hereafter the Committee) will maintain records of assigned sites, fees collected, current requestors/purchasers, addresses, phone numbers, name(s) to be interred, and Town interment report.

- 1) **PROPERTY RIGHTS:** All property rights in and to the Memorial Garden, its sites, columbarium niches, markers and fixtures shall belong to the Church through the Congregation Council. No such rights shall vest by virtue of reservation of space in said garden.
- 2) **CARE OF THE MEMORIAL GARDEN:** The Committee has agreed to exercise reasonable care in the maintenance of the Memorial Garden; however, the Church and the Committee do not accept liability of any kind for the maintenance or preservation of the ashes of any person interred in the Memorial Garden or for any loss or damage to the urns, ashes or markers of such deceased person(s).
- 3) **RESERVATION OF SPACE/SERVICE FEE:** The current service fee for reservation of space is: Spreading of ashes - \$400 includes name plate; Columbarium interment - \$1200. *A reservation will be accepted only after receipt of the fee. An additional form and service fee will also be required for each opening and closing of a columbarium niche. Recommended service is currently provided by Crosby & Sons/Harwich, as well as the etching of name, DOB/DOD on the wall. However, an alternate *qualified* company may be chosen by requestor, subject to approval by the Committee. (See attachment for Crosby Contract & rates.) The Committee may charge a reasonable service fee for each name strip added to the scattering garden plaque.*
- 4) **USE OF RESERVED SPACE:** Interment of ashes shall be open to:
 - Members of the Church
 - Former members of the Church
 - Family of the members/former members which shall include all relations and/or partners
 - Friends of the Church

- 5) **TRANSFER OF RESERVATION:** The reservation of space and the right to designate the use of that space may not be transferred or assigned in any manner including transfer by Will without the written consent of the Committee. The right to withhold consent for any reason is reserved to the Committee.
- 6) **NICHES AND URNS:** All urns to be installed in the Memorial Garden columbarium shall be 14" D x 11"W x 11"H or smaller. The niche itself is 15" D x 12"W x 12"H. Urn must have an ID of the remains and the date of death. All costs are the responsibility of the requestor.

As a matter of policy to protect the purchaser of unused niches it is suggested to wait until ready to inter someone before ordering any engraving. Since there are 4 panels in each section, anyone wanting to "sell back" or no longer use a niche is responsible for removing existing engraving on their niche and/or to replace the whole panel. This includes copying other engravings, if any. This could become very costly.

7) **ASHES AND MEMORIAL/INTERMENT SERVICES:**

- a. A Cremation Certificate is required at time of interment.
- b. Only ashes of human beings are allowed to be interred.
- c. No ashes shall be interred in the Memorial Garden except at a service conducted by the clergy of the Church or someone approved by them.
- d. No ashes will be accepted for storage by the Church, with the exception of those temporarily being retained for interment, with permission of the clergy.
- e. Urns or interred ashes may not be removed from the Memorial Garden, except with consent of the Committee. No right shall exist in the heirs-at-law, the requestor, or anyone else, to have such ashes removed. In the event of removal, all right to the reserved space shall cease and terminate and the space shall revert to the Church. The cost of such disinterment shall be the responsibility of the individual(s) requesting the action.

8) **ALTERATIONS, DECORATIONS AND FLOWERS:** No one, other than the Committee may change or alter the Memorial Garden in any manner. No plants, flowers, statuary or other forms of decoration, whether permanent or temporary, shall be placed, planted, used or installed unless approved by the Committee in the general landscape plan. Temporary flower displays as an adjunct to a service of interment are permitted.

9) **REVERSION OF SPACE TO CHURCH:** In the event that:

- a. Purchaser dies without having made a designation as to whose ashes will be interred in the space reserved. THEN all purchaser rights with respect to such space shall cease and the Committee shall be free to reserve the space for another person.

- b. Purchaser has made a designation but both purchaser and person(s) named to be interred are deceased, and no ashes have been interred within a period of one year after the date of death of either (or at an earlier date if it is evident due to the circumstances); THEN all purchaser rights with respect to such space shall cease and the Committee shall be free to reserve the space for another person.
- c. Purchaser makes decision not to use the space; THEN it could be sold back at the purchase price, plus any additional cost incurred to remove/replace stone as necessary. i.e. – stone has already been engraved.
- d. If, after 20 years from the date of signing, the purchaser has failed to utilize the reservation site, the Committee may terminate the reservation after determining by certified mail that there is no interest. A notice of termination will be sent to the purchaser /person(s) named to be interred and/or alternate contact at the last known address. If no response is received within one year of the date such notice is mailed, then it shall be determined that there is no interest. It shall be the responsibility of each to maintain a current record of his/her mailing address with the Committee.

Approved by Congregation Council November 13, 2018