

**Germantown Presbyterian Church  
Memorial Garden  
Policies**

**Germantown Presbyterian Memorial Garden Association:** The Association has been established by the Session of Germantown Presbyterian Church to be responsible for the design, construction, development, funding and operation of the Memorial Garden for the interring of cremated remains (“cremains”) and as a place to memorialize those interred elsewhere.

**Eligibility for Inurnment and/or Memorialization:**

1. Members, former members who entered into a subscription agreement during the term of their membership, ministers and former ministers
2. Spouse, children, grandchildren and parents of the above
3. Other persons as designated by the Association

**Wall and Ground Niches:** It is intended that the Memorial Garden will include wall and raised ground niches for inurnment of eligible persons.

**Assignment of Niches:** Assigned at the time of use in sequence and order of inurnment with the exception that the surviving spouse, upon payment of all applicable fees, may reserve the adjacent niche upon the inurnment of the first spouse to die. Niches are for single urns only. Each urn shall contain the cremains of one person only. No other articles shall be included in the urn or niche.

**Memorial Plaque:** The Association shall provide a memorial plaque to be installed and maintained in the Memorial Garden for the purposes of honoring those interred elsewhere who are otherwise eligible for inurnment.

**Rights:** The columbarium niches remain the property of GPC. The subscription fee is for the privilege of use and does not convey any right of ownership. GPC reserves the right to move the Memorial Garden, its niches, cremains and/or Memorial Plaque to another location if the Association and/or the Session determines that such is appropriate.

**Inurnment and Removal:** All openings and closings of spaces in the Memorial Garden shall be arranged through the Association and/or the GPC staff and shall be in compliance with and subject to all applicable ordinances of the City of Germantown, the laws of Shelby County and the State of Tennessee. The subscriber is responsible for cremation and all costs thereof. Cremains must be delivered for inurnment in a sealed, appropriately sized urn, clearly marked to identify the deceased.

**Service of Inurnment:** Inurnment must be conducted during a committal service of worship conducted by one of GPC’s ministers or performed by an ordained minister invited by the Moderator of the Session to conduct said service of inurnment.

**Decoration:** Only fresh flowers may be placed at the time of inurnment and shall be removed at the discretion of the Association following the service of inurnment. At no other time may flowers, plants or any other form of decoration be placed in the Memorial Garden.

**Marker:** The Christian name without titles or nicknames, date of birth and date of death will be inscribed on a plaque or faceplate which will be placed on the front of each niche or on each plot marker after the inurnment. There shall be no markers or memorials except those approved and provided by the Association.

**Transferability:** A subscription for inurnment in the Memorial Garden may not be assigned, transferred, sold, pledged or otherwise conveyed.

**Fees:** Subscription includes: niche, urn, opening and closing of same, plaque/faceplate and inscription. Subscription does not include the cost of cremation and other expenses not listed herein. Fees shall be set by the Association and shall be published in a separate fee schedule.

**Use of Funds:** All monies received by the Association for subscriptions or donations shall be maintained separate from the general accounts of GPC and shall be used exclusively for the funding, support and maintenance of the Memorial Garden. The Association shall approve all funds disbursed from the Memorial Garden account and will report annually to the Session on the status of the account.

**Responsibility and Disclaimer:** GPC shall endeavor to protect the cremains, including their receptacles, before and after they are placed in the Memorial Garden, but it shall have no liability for any claim of loss or damage except due to acts of intentional or gross negligence of its clergy, officers, employees or agents.

**Policies and Amendment:** These policies shall govern the use and administration of the Memorial Garden and shall be incorporated by reference into every subscription agreement. No provision shall be waived or modified without the prior written consent of the Association upon written request of the Subscriber and upon a determination by the Association that such waiver or modification shall be in the best interests of the administration of the Memorial Garden.

These policies may be amended from time to time by act of the Association and the Session when reasonable and appropriate for the operation, control, use and preservation of the Memorial Garden and the preservation of cremains interred therein.