

## First Baptist Church

### Remembrance Garden Rules and Regulations

The purpose of the Remembrance Garden is to provide a place on the property of First Baptist Church for the permanent interment of cremated remains and the memorialization of others interred or entombed at other locations. The Remembrance Garden is an effort on the part of the church to continue to care for its members and their immediate families who have shared the fellowship of First Baptist Church. It shall be a place especially for those who love First Baptist Church and have a sense of closeness to it, which they would like to preserve even after death. It shall be hallowed ground, sacred to the memory of those who have departed from our midst.

Arrangements for entombment or memorialization can be made through the First Baptist Church Office at any time. When possible, arrangements for the purchase of niches should be made well in advance of need in order that decisions can be rational and without a sense of emergency.

1. **THE COMMITTEE:** First Baptist Church shall at all times have full control of the Remembrance Garden. Such control shall be exercised through a Remembrance Garden Committee. The initial committee, which was formed to study and make recommendations to the church, will serve for the first three years and serve as a Distinctive Purpose Committee. This is to provide for a suitable transition from construction into the years of operation and management of the Remembrance Garden. The Committee shall be composed of the four members currently serving and the Minister of Administration as an ex-officio member. Decisions will be based on a majority basis and regular meetings will be held. After a period of three years, a recommendation will be made to the Diaconate and Committee on Committees for changes to the committee structure.
2. **THE REMEMBRANCE GARDEN:** Shall consist of niches, uniform in size, for the interment of the ashes of cremated human bodies. Each niche shall have a nameplate of uniform size on which shall be engraved the name of the deceased and the years of birth and death. The overall design of the nameplate shall be uniform in design and shall be determined by the Remembrance Garden Committee.
3. **INTERMENT and ELIGIBILITY:** Only sealed containers holding cremated human remains shall be placed in the Garden niches. In the case of those married as husband and wife or members of the same family, only two persons may be entombed in one niche. The Remembrance Garden is restricted to the interment of members of First Baptist Church of Greenville, SC and their immediate families, former members, present and former ministers of the Church, and employees of the Church. Immediate family includes the spouse of a member, parents, children, spouses of children, grandchildren, and spouses of grandchildren. No interments may be made prior to executing an Agreement with First Baptist Church.

THE REMEMBRANCE GARDEN COMMITTEE SHALL HAVE THE AUTHORITY BY MAJORITY VOTE TO RECOMMEND EXCEPTIONS TO THE DEFINITION OF ELIGIBLE PERSONS.

4. **RESERVATION PRIVILEGE:** Single niches or units of niches may be reserved after payment in full for present or future use. However, if no specific niche is requested at the time of purchase, one will be assigned by First Baptist Church.
5. **SALE OF NICHE:** The purchase of a niche conveys to the purchaser the right to use the space inside the niche but no ownership, interest in the Remembrance Garden, or any interest in real estate is implied. The legal title to all niches shall at all times remain that of First Baptist Church, Greenville. Upon the execution of an Agreement for use with First Baptist Church, Greenville, such Agreement will attest to the specific privilege(s) purchased. All Agreements will require acceptance of these Rules and Regulations, and acknowledgement to be bound by same, including any amendments which may be promulgated from time to time. First Baptist Church will not execute an Agreement until all costs and fees are paid in full. In case of financial need, confidential arrangements for use of a Remembrance Garden niche may be made with the approval of the Remembrance Garden Committee.
6. **TRANSFERS AND REFUNDS:** The exclusive right to use a niche in the Remembrance Garden may not be sold nor transferred in any manner by a member, their family or their heirs. A niche may only be surrendered back to First Baptist Church, Greenville. A purchaser may at any time notify the Church that he/she no longer wants to be interred in the Remembrance Garden and that he/she wants to terminate the Remembrance Garden Agreement. If such termination is approved by the Remembrance Garden Committee, upon written request, one-half of the funds paid hereunder shall be refunded to such Purchaser. If a Purchaser transfers his or her membership from First Baptist Church, Greenville, the Purchaser shall continue to have the right to use the Remembrance Garden for interment until he or she shall by written notice terminate the Remembrance Garden Agreement.
7. **ABANDONMENT:** A niche shall be deemed abandoned only after ALL of the following conditions have been satisfied:
  - a) Niche has not been used within 21 years of the execution of the Remembrance Garden Agreement and
  - b) Purchaser is no longer a member of First Baptist Church, Greenville and
  - c) Purchaser does not respond to certified mail sent to his/her last known address and
  - d) No response or objection is received within 90 days from the date of the certified letter.

If the above are satisfied, ownership of the niche shall revert to the Church and can be made available for purchase or use by another purchaser.

8. **ENGRAVING OF NICHE COVERS:** The church will provide for the niche covers to be engraved in uniform style, content and size and this cost shall be charged as a part of the fee set forth by the Remembrance Garden Committee.

Each niche cover may be inscribed only with the deceased's name, date of birth, and date of death. Niches receiving the cremated remains of two (2) eligible persons may be inscribed with such information for both persons. **NO OTHER INSCRIPTION(S) WILL BE PERMITTED.**

9. **FLOWERS, PLANTS, DECORATIONS:** No memorabilia, such as flowers, pictures, letters, or other such articles and materials shall be placed within, around, or on the niche or the grounds of the Remembrance Garden. The Church reserves the right, in its sole discretion, to remove and dispose of any such memorabilia.

No permanent decorations of any kind may be added to the niches, or placed on the grounds of the Remembrance Garden.

10. **COST OF CREMATION:** The cost of cremation and any attendant cost and expense shall be the responsibility of and shall be paid by the legal or personal representative of the deceased. These costs are not included in any of the costs associated with the purchase of a niche(s) in the Remembrance Garden.

11. **RULE CHANGES:** The Remembrance Garden Committee reserves the right to amend, change or modify these guidelines regarding the Remembrance Garden which shall govern all niches within the Remembrance Garden.

12. **PRICE:** The Remembrance Garden Committee retains the exclusive right to change the price of niches at any time. The purchase price for all niches shall remain uniform at any given time, regardless of location.

13. **MASTER PLAN:** The Remembrance Garden Committee shall maintain a Master Plan of all niches in the Remembrance Garden to be identified by a number with the name of the Purchaser, date of purchase, date of interment, name(s) of the deceased, their birth date and date of death.

14. **ADDRESSES:** It shall be the responsibility of the purchaser to keep the Church advised of their current mailing address. Any notice given to Purchasers will be to the most recent address supplied by the Purchaser.

15. **SERVICES:** Committal or memorial services may be held in the Remembrance Garden with the approval of the minister of First Baptist Church and will be held at a time convenient to

First Baptist Church, Greenville, the minister, and the family.

16. ACCESS: The opening of any niche is prohibited by anyone other than authorized Church personnel. Upon the request of a member of the deceased person's immediate family or a person showing evidence of proper authority and just cause, a niche may be opened and the contents removed.

Any opening of a niche will be done at a time convenient to the Church and any expenses related thereto will be borne by those requesting such action. Upon removal, the family terminates their right to use the niche and it reverts to the Church. The Church may rely on any documents showing evidence of authority and shall not be required to make further inquiry with respect thereto.

Any person requesting such opening and removal, shall release the Church from any liability in connection with such action, and as a condition precedent to such action, shall agree to indemnify and hold the Church harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.

17. REMEMBRANCE GARDEN FUND: The Church will maintain an interest bearing account specifically for the care and maintenance of the Remembrance Garden. A portion of the fees paid for the purchase of a niche(s), fees paid for opening a niche, or any donations to the Remembrance Garden shall be deposited in this account to pay for such services. This incremental fee shall be determined by the Remembrance Garden Committee. There will be no assessments or future charges to the purchaser after the full price of a niche is paid, except those listed in the service's schedule.

18. LIABILITY: No liability of any kind whatsoever is assumed by the church for the maintenance or preservation of the ashes of any person interred in the Remembrance Garden or for any loss or damage to the urns. Nor is any liability of any kind whatsoever assumed by the church for any matter or thing relating to the Remembrance Garden, its use, or subsequent maintenance.

19. CHANGE IN PROPERTY OWNERSHIP: Should the Church property be sold and the Church relocated or dissolved the following shall occur: The Remembrance Garden will be relocated to the site on the new Church property or the Church will relocate the Remembrance Garden to an alternate site. The right to remove all cremains to another facility is reserved by First Baptist Church, Greenville. Legal heirs may reclaim the cremains and deposit them at some other locations.

20. REMEMBRANCE GARDEN AGREEMENT: The Remembrance Garden Agreement sets forth the agreement between the Church and the Purchaser with respect to the use of a niche in the Remembrance Garden. The signed Remembrance Garden Agreement shall be the binding contract between the Purchaser and the Church and all rules, regulations and guidelines are included in this Agreement.

21. UNUSUAL CIRCUMSTANCES: Any and all matters arising in connection with the operation and maintenance of the Remembrance Garden not covered in these Rules and Regulations shall be determined by the Remembrance Garden Committee, with notice to the Purchaser, where necessary or practical.

SCHEDULE OF COST

Niche Reservation Fee	\$2,500
Interment Fee	\$50
Engraving Face Plates	Actual Cost at time of engraving
<u>Other:</u>	
Memorial Plaque	\$500