



First Baptist
Greenville

First Baptist Greenville, SC

Remembrance Garden Rules and Regulations

The purpose of the Remembrance Garden is to provide a place on the property of First Baptist Church, Greenville, SC ("FBG") 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 FBG. It shall be a place especially for those who love FBG 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 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:** FBG shall at all times have full control and management of the Remembrance Garden through a Remembrance Garden Committee. Decisions will be unanimously made. 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.
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. Only two persons may be entombed in one niche. The Remembrance Garden is restricted to the interment of members of FBG and their immediate families, former members, present and former ministers of the Church, and employees of the Church. Immediate family includes the spouse/partner of a member, parents, children, spouses/partners of children, grandchildren, and spouses/partners of grandchildren. No interments may be made prior to executing a Certificate of Ownership ("Agreement") with FBG. A cremation certificate will be provided to the church by the time of interment.

THE REMEMBRANCE GARDEN COMMITTEE SHALL HAVE THE AUTHORITY BY UNANIMOUS VOTE TO RECOMMEND EXCEPTIONS TO THE DEFINITION OF ELIGIBILITY.

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 FBG.
5. SALE OF NICHES: The purchase of a niche conveys to the purchaser the right to occupy 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 FBG. Upon the execution of an Agreement for use with FBG, 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. FBG 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 FBG. 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 FBG, 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 10 years of the execution of the Remembrance Garden Agreement and
 - b) Purchaser is no longer a member of FBG 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 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. 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.

12. RECORD KEEPING: The Remembrance Garden Committee shall maintain records 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 as well as a cremation certificate.

13. 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.

14. SERVICES: Committal or memorial services held in the Remembrance Garden require approval and coordination with the minister of FBG.

15. ACCESS: The opening of any niche is prohibited by anyone other than the Remembrance Garden Committee or authorized Church personnel. Any opening of a niche will be done at a time convenient to the Church and any related expenses will be borne by those requesting such action.

16. **RELEASE OF ASHES:** In the rare event that ashes are to be removed from a niche, this request must be approved by the Remembrance Garden Committee. Such a request should be made by the deceased person's immediate family or a person showing evidence of proper authority and just cause. Interment Fee and Replacement Niche Cover expenses are to be paid upon removal.

Upon removal, the purchaser terminates their right to use the niche and it reverts to the Church. The Church shall be released 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 account specifically for the care and maintenance of the Remembrance Garden. Fees paid for the purchase of a niche(s) or memorial plaque(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. 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 FBG. Legal heirs may reclaim the cremains and deposit them at some other locations.

20. **CERTIFICATE OF OWNERSHIP:** The Certificate of Ownership sets forth the agreement between the Church and the Purchaser with respect to the use of a niche in the Remembrance Garden. The signed Certificate shall be the binding contract between the Purchaser and the Church.

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.

22. DISPOSITION OF ASHES: In coordination and partnership with the Greenville City Parks and Recreation Department's regulation with its adjacent Swamp Rabbit Trail property, it is the policy of FBG to prohibit the disposing or scattering of ashes on church property. The church has designated the Columbarium as the place for such disposition within its niches.

SCHEDULE OF COST

Niche Reservation Fee	\$2,500
Interment Fee	\$50
Niche Cover Engraving	Market Price
Replacement Niche Cover	Market Price

Memorial Plaques are also available for purchase. These plaque strips are located in the center of each unit of niches. Memorial Plaque purchase and engraving is \$500. Replacement Memorial Plaques are available at Market Price.