

SAINT ANDREW'S MEMORIAL GARDEN
POLICY AND PROCEDURES

St. Andrew's Episcopal Church of Lawton, Oklahoma, hereby establishes a Memorial Garden for the repose of cremated human remains ("cremains") in accordance with the policy and procedures hereinafter set out.

1. The name of the Memorial Garden shall be Saint Andrew's Memorial Garden. The Memorial Garden shall consist of a columbarium device(s) mounted in the southeast and/or northeast corners of the courtyard of St. Andrew's and the surrounding grounds of the courtyard. The Memorial Garden shall be designed, landscaped, and improved consistent with plans approved by the Vestry.
2. The Memorial Garden shall be administered under the direction of the Rector and the wardens, assisted by the Memorial Garden committee appointed from time to time by the Vestry. The church secretary shall perform record keeping duties and other administrative functions as directed.
3. Baptized members of record of the Episcopal Church or members of their families may be eligible for interment in the Memorial Garden. For purposes of this policy, family shall include spouse, children, mother, father, sister, brother, grandmother, grandfather, aunt, uncle, niece, or nephew. Requests for exceptions to this policy may be made to a committee composed of the Rector, the wardens, and a member of the Memorial Garden committee.
4. Anyone deciding to acquire the right to have his or her cremains and/or those of others interred in the Memorial Garden shall complete in duplicate a NON-TRANSFERABLE AGREEMENT FOR INTERMENT RIGHTS and a NICHE RECORD. When the applicant has fully paid the applicable consideration, one of the wardens shall execute and cause a fully executed original of the agreement and record to be returned to the applicant, who shall then become a Licensee. In the agreement and record the Licensee shall, among other things, (a) select the niche(s) of his or her choice from among the available niches, (b) designate whose cremains are to be interred in the niche(s), and (c) acknowledge that the rights of interment are subject to this policy and procedures as established and amended by St. Andrew's.
5. Each interment shall be accomplished only through a service according to the use of the then current *Book of Common Prayer* of the Episcopal Church in the United States of America.
6. Interment niches in the columbarium shall be known as columbarium niches and those in the ground shall be known as in-ground niches. A niche shall be reserved for only one set of cremains. St. Andrew's shall accept for interment in the designated niche of the Memorial Garden the cremains of the person designated by a Licensee. Only the cremains of the person designated in the agreement shall be interred in the niche; provided, however, the agreement may be amended to change the name(s) of those authorized to be interred in a niche only by agreement in writing between the Licensee and St. Andrew's. For columbarium niches, each set of cremains shall be in a sealed, permanent canister provided by the church. For an in-ground niche any type of container is acceptable, including a biodegradable container provided it does not exceed 18 inches wide by 18 inches long or no container at all; no more than one set of cremains shall be interred in an in-ground niche unless the Licensee purchases two in-ground

niche interment rights at the time of the agreement, in which even the first set shall be buried in a manner to accommodate the second set.

7. St. Andrew's shall cause said cremains to be interred in the designated niche, and cause to be carved on a marker the name of the deceased. The marker shall include the dates of birth and death and may include any earned titles of the deceased (such as military rank or professional title). The design of the markers shall be at the sole discretion of St. Andrew's. Markers for cremains in columbarium niches shall be placed on the front of the niche. Markers for cremains in in-ground niches shall be placed on a suitable wall designated for that purpose by the Vestry.

8. No landscaping or permanent decorations shall be installed in the garden without the prior approval of the Vestry. Subject to the foregoing, individuals may contribute for landscaping and/or permanent decorations in memory of a deceased; however, no special markers commemorating the contribution, or the deceased shall be posted in the garden, except by decision of the Vestry. No flowers or other impermanent decorations may be left in the Memorial Gardens at any time.

9. St. Andrew's shall have full and complete control over all cremains once they have been interred, but upon application by the Licensee or any authorized applicant, ashes which have been interred in a columbarium niche may be disinterred and removed, at the cost of said applicant, who shall likewise pay the cost of replacing the marked marker with an unmarked marker. If someone other than the Licensee or his or her surviving spouse requests disinterment, St. Andrew's reserves the right to require a court order approving the disinterment.

10. St. Andrew's shall permit the Licensee and all friends and members of the family of the deceased, and all others properly presenting themselves, to visit the Memorial Garden at all reasonable times. If the courtyard is ever enclosed, the Memorial Garden shall be open only on such times as St. Andrew's is open for worship services and during the times and days the business office of St. Andrew's is open.

11. In the event the Memorial Garden or individual niches should be destroyed by vandalism, fire, tornado, earthquake, or other act of God, and not be rebuilt, or in the event the Memorial Garden and/or the Church property should be torn down, sold, or otherwise dealt with so that it no longer constitutes a place of worship for persons of the Episcopal Church, then St. Andrew's at its sole discretion, may determine the appropriate action in respect to the Memorial Garden and the cremains.

12. A non-transferable agreement for interment rights conveys no estate in the real or personal property of St. Andrew's, and no rights therein except as expressly set out herein and shall in no wise be deemed to encumber said property so as to affect any encumbrances hereafter placed upon said premises for the purpose of new financing, refinancing or otherwise or any conveyance thereof. The Memorial Garden and interment agreements are not subject to the laws of the State of Oklahoma relating to cemeteries, and neither Licensee nor any persons claiming under him or her shall assert said laws with regard thereto.

13. It shall be the responsibility of the Licensee or next of kin to cause St. Andrew's to be notified of the death of the deceased, and thereupon obtain approval of the cinerary urn to be used.

14. Before the interment of any cremains, the Licensee or next of kin shall cause St. Andrew's to be furnished a copy of the cremation certificate issued by the undertaker or crematory establishing the cremation of the deceased.
15. Prior to use of any niche, the Licensee or his or her surviving spouse or responsible representative may request the Vestry to permit him or her to surrender the niche and be reimbursed the actual purchase price for the niche. Such decision shall be in the sole discretion of St. Andrew's. If St. Andrew's accepts surrender, it may require the Licensee's original copy of the agreement or an affidavit by the Licensee that the original of the agreement has been lost or destroyed. Whether or not the agreement is returned, the action of the Licensee and St. Andrew's shall be binding on the Licensee's heirs, successors, and assigns as well as the persons designated in the agreement for interment and their next of kin. This right of surrender shall be exclusive to the Licensee and his or her spouse.
16. If all of the persons designated on a particular application die and any remaining spaces are not used within one (1) year after the date of death of the last one to die, the rights of interment under that right of interment shall be deemed abandoned and released to St. Andrew's, without charge, and St. Andrew's may sell the right to use the niche to another party. If a niche is not used within seventy-five (75) years of the date of approval of the application, it shall be deemed abandoned and released to St. Andrew's, without charge, and St. Andrew's may sell the right to use the niche to another party.
17. The cremains of a decedent shall not be scattered in the garden or anywhere else on St. Andrew's property, except by decision of the Vestry and the Memorial Garden committee.
18. The policy and procedures set out here for the operation, care, and control of the Memorial Garden may be modified from time to time by majority vote of the Vestry of St. Andrew's church. All rights arising under any interment license shall be subject to this policy and procedures as amended from time to time.
19. The license shall not be transferable, whether by contract, will or intestate succession.
20. Effective immediately, and until changed by majority vote of the Vestry, the charge for interment rights shall be \$800.00 for each person's cremains. St. Andrew's will set cost of the marker which will be paid by the Licensee at the time of interment. The charge for each niche and marker shall be established by the Vestry from time to time.