

BETHEL LUTHERAN CHURCH

920 Third Street (Downtown Campus)
504 Frontage Road (Highlands Campus)
Hudson, Wisconsin 54016

MEMORIAL GARDEN POLICIES**I - ESTABLISHMENT AND ADMINISTRATION**

A. *Establishment.* The name of this facility is the Bethel Lutheran Church Memorial Garden.

B. The *Garden* consists of the landscaped areas and walkways, the Columbaria, and the Memorial Wall(s) of the current Bethel Highlands campus. The Memorial Garden (from here on in noted as the "Garden") is owned by the Church and will be operated and maintained subject to the approval of the Church Council of the Church as fully constituted from time to time.

C. *Purpose.* The Garden reflects a tradition in the Christian Church of interring human remains within the Church walls or churchyard. Today, the Garden visibly proclaims Bethel's mission to be a caring and comforting community and reflects the centrality of faith in the life journey of its members and faith community.

D. *Administration.* Custody and control of the Garden and Inurnment sites, its design, landscaping and all matters relating to its operation, are vested in the Church Council of the Church. The Church Memorial Garden Committee is delegated the authority to manage, subject to the direction and control of the Church Council, the landscaping, operation and physical maintenance of the Garden. Authority to enter into Inurnment Covenants and the daily administration of the Garden shall be vested in the Church's Representative, also referred to as the Memorial Garden Administrator.

E. *Records and Operation.* The Church shall:

1. Execute Inurnment Covenants, Memorial Wall Agreements, and inscription documents and oversee the receipt and use of funds;
2. Maintain all files and records for the Garden, including the identity and the location of Grantees, Ashes Interred in or removed from the Garden; diagram of niches and respective assignments and record of next of kin.
3. Maintain the Garden, including the architecture and landscaping, and supervise all service providers, such as the irrigation system, snow plowing, tree care, gardening and lawn service.

F. Governance

1. The Memorial Garden Committee shall be comprised of seven members as follows: A pastor of Bethel Lutheran Church, a representative of the Church Council, the Highlands facility manger (if one exists), the Memorial Garden Administrator, and three lay persons who are members of the congregation of Bethel Lutheran Church. The three lay members' terms will be three years, with the terms expiring in succeeding years. Term years shall run concurrently with terms of the Church Council. If a committee member is unable to fulfill their full three-year term, the committee is authorized to appoint a replacement to complete that term.
2. The Memorial Garden Administrator shall be a person on the Church staff and approved for the position by the Church Council. The Memorial Garden Administrator will assure the completion of the Records and Operation Administration as provided in this document.
3. Duties: The Memorial Garden Committee will:
 - a. review these Policies annually
 - b. issue changes to said Policies
 - c. report exceptions and business activity to the Church Council.
 - d. approve any exemptions to the current Policy
 - e. oversee the financial administration of the Garden
 - f. make decisions regarding the purchase of additional columbaria and memorial structures and obtain preapproval from the Church Council of such purchases
 - g. assure the maintenance and upkeep of the Garden
 - h. establish its own meeting schedule
 - i. ensure that at least three Church staff or Committee members are trained to perform the Inurnment of Ashes process
 - j. ensure at least two Church staff or Committee members are trained to prepare and apply Memorial Wall plaques

II - DEFINITIONS

For purposes of the Policies, the following definitions will apply:

"Ashes" The cremated remains of a human body.

"Church" Bethel Lutheran Church, with two campuses located at 920 Third Street, Hudson, Wisconsin 54016 (Downtown), and 504 Frontage Road, Hudson, Wisconsin 54016 (Highlands), including the Church Council, its clergy and congregation.

“Christian Service” A service conducted by clergy at the location of Inurnment in the Bethel Lutheran Church Memorial Garden, acknowledging the belief in the Holy Trinity; Father, Son and Holy Spirit and pronouncing the assurance of eternal life through Jesus Christ.

“Memorial Garden Committee” The governing body of the Garden, directly reporting to the Church Council.

“Memorial Garden Administrator” A person hired by the congregation and designated by the Council to act on behalf of the Church with respect to matters involving the Garden, including the authorization to sign documents relating to the business of the Garden.

“Columbarium” The constructed storage facility within the Garden, comprising individual Niches in which are placed the urns and ashes of Eligible Persons following Cremation.

“Cremation” to burn a dead body to ashes

“Crematorium” A furnace for Cremation and/or a business providing the services of Cremation. In some situations, the Cremation services are contracted through a mortuary.

“Eligible” or “Eligible Person” The following persons are Eligible for Inurnment in the Garden: Any person who is a present member of the Church, their spouses or domestic partners, their relatives of the first degree (father, mother, children, brother, sister, grandparents and grandchildren) and spouses or domestic partners of the relatives of the first degree. Other persons may be approved by the Memorial Garden Committee.

“Funeral Home” An establishment where the bodies of the dead are prepared for burial or cremation and where funerals can be held.

“Grantee” Is an Eligible Person or a person who acquires a right for an Eligible Person to use an Inurnment Site in the Garden by entering into an Inurnment Covenant with the Church. To the extent applicable, Grantee as used herein shall include his or her spouse or domestic partner, heirs, administrator, personal representative, executor, successors and assigns. In the event (1) the Grantee is deceased or otherwise cannot be located, and (2) two or more persons assert authority to act as the successor or representative of the Grantee, the Church shall have the sole authority to determine which person shall be entitled to act as the Grantee.

“Inscription” The etching of the name and birth and death years on a Memorial Wall designed for this purpose in the Garden, or on a Columbarium niche.

“Inscription Order Form” Documentation of inscription details will be made on the Inscription Order form. This form verifies dates and spellings and serves as an order document for the engraving vendor.

“Inurnment of Ashes” The placing of Ashes in an urn, into a Niche, pursuant to the terms of an Inurnment Covenant.

“Inurnment Covenant” The agreement between a Grantee and the Church by which a Grantee or an Eligible Person acquires the sole and limited right to use a Columbarium Niche in the Garden for the Inurnment of Ashes.

“Memorial Garden” The Memorial Garden consists of the landscaped areas and walkways, the Columbarium, and the Memorial Wall(s). The Memorial Garden will be referred to in this document as “the Garden”.

“Memorial Wall” A wall or other monument in the Garden designed for the purpose of inscribing the names and birth and death years to memorialize loved ones regardless of location of Interment or Inurnment of a body or Ashes.

“Mortuary” a place where dead bodies are kept before burial or Cremation.

“Niche” An individual unit of the Columbarium designed to hold the Ashes of one or more persons, as designated by the Church.

“Notice” As used herein, notice shall be, at the election of the Church, either (i) in the manner prescribed for special meetings of the congregation (ii) by written notice to the last known address provided to the Church by Grantee or (iii) through electronic communication data transfer.

“Policies” These Policies for the Garden, as adopted by the Church Council of the Church, may be amended at the sole discretion of the Church Council by recommendation of the Memorial Garden Committee.

III - POLICIES

- A. *Purpose.* The Church Council has adopted these Policies as a statement of its intent and policy. The Policies are designed to protect the current interests of both the Grantee and the Church, and to preserve the decorum and appearance of the Garden over time.
- B. *Applicability.* These Policies constitute the terms and conditions governing the long-term design, operation and maintenance of the Garden, and shall be incorporated by reference into all Inurnment Covenants. In entering into an Inurnment Covenant, the Grantee shall agree to abide by these Policies, as may be amended from time to time, and any other regulations, restrictions and conditions as may be set forth by the Church, and agrees that they are legally enforceable. A copy of the then current Policies will remain in the Church office and may be viewed at any time during regular Church office hours.

- C. *Amendment.* The Policies may be amended, in whole or in part, at any time by the Church Council, at the recommendation of the Memorial Garden Committee, as it, in its sole discretion, deems appropriate. The Memorial Garden Committee will give Notice of major changes to the Policies, which are defined as materially changing the function or use of the Garden. During the life of the Grantee, the Inurnment Covenants may be amended only by a written document signed by the Memorial Garden Administrator and the Grantee.
- D. *Exceptions.* Exceptions to these Policies may be made by the Memorial Garden Committee for cogent reasons, but shall not exempt any Grantee from other regulations, Policies, conditions or restrictions that may apply. A specific exception must be recommended by a member of the Memorial Garden Committee and approved by the Council of the Church. Written notice of the grant of an exception shall be presented to the Council at its next meeting. The exception shall be given to the Grantee in writing and signed by the Memorial Garden Committee Administrator.
- E. *Subject to Laws.* In addition to the Policies set forth herein, the rights of a Grantee are subject to and a Grantee shall abide by, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of the Policies is deemed to be in violation of applicable laws and regulations, the Church shall be given the opportunity to make the appropriate amendment, without effect on other provisions set forth herein or as they may be amended.
- F. *Eligibility and Right of Use.* An Inurnment Covenant must be executed in order to use an Inurnment Site in the Garden. Inurnment is limited to Eligible Persons.
- G. *Right of Refusal.* The Church reserves the right to refuse to enter into Inurnment or Memorial Wall Covenants with any person or persons, for any reason.
- H. *Inurnment Service Required.* A Christian service shall be held in connection with each Inurnment. A member of the clergy of the Church shall conduct the service and be present at the Inurnment, except that, at the discretion of the Memorial Garden Administrator, supervision of the service and Inurnment may be designated to another member of the clergy, but a representative of the Church may in any case be present.
- I. *Time of Inurnment.* Inurnments or other services will be made when reasonably feasible to do so after the Church has received adequate notice from a Grantee or Grantee's heirs or personal representative. In the event the Garden is undergoing maintenance or remodeling, Inurnment shall not occur until the required construction is complete and accepted by the Church. If, for any reason, the actual Inurnment site cannot be opened or made available at the time of need, the Church may temporarily, without liability to the Church, provide an alternative space, so as not to delay the Inurnment service. The Church has the right to refuse Inurnment of Ashes when it is impractical to do so and

may suggest an alternative time or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Grantee.

- J. *Ashes and Urns.* Only Cremated human remains may be inurned in sites within the Garden. No valuables or personal items other than Ashes shall be placed in the Urn or Niche. Other use of an Inurnment Site is prohibited. The urn must be sealed. The urn size, shape and configuration must meet dimension restrictions (see the Inurnment Covenant for dimensions), be in good taste, and is subject to approval by the Memorial Garden Committee.
- K. *Identification of Ashes.* A record from the facility providing the cremation service is required for ashes identification. This documentation will become a part of the permanent record of Inurnment. The urn must be marked with permanent identification prior to Inurnment. Identification is to be provided by the family, Crematorium, Mortuary or Funeral Home.
- L. *Inurnment Record.* This record must contain the name, the date of birth, the gender, the Crematorium facility name, address, and telephone number; the name of the person to whom the ashes were released and his or her relationship to the deceased will also be included in this document. A list of Church requirements will be provided to the family and/or Crematorium, Mortuary or Funeral Home as requested. Information may be obtained from the family, the death certificate, the Crematorium, Mortuary or Funeral Home.
- M. *Disturbance of Ashes.* The Inurnment Site specified in the relevant Inurnment Covenant constitutes the express wish of the Grantee. The Church may, but shall have no obligation, to allow changes in Niche locations.
- N. *Removal of Ashes.* Inurned Ashes may not be removed from Church control or from the Columbarium without written consent of the Church and the Grantee (or his or her legal representative or successors) and only for the reason of permanent removal from the Columbarium except as indicated in these stated Policies by the Church for Columbarium repair or replacement. In addition to complying with the requirements of the Church, the Grantee must comply with any legal requirements necessary for removal of ashes.
- O. *Inurnment Errors.* Should Ashes be placed in the wrong location, the Church will offer a new location to the Grantee. Acceptance of the new space will be the only remedy of the Grantee. The Church will accept the costs associated with its error. Should the Church resell the same Inurnment Site in error, the subsequent purchasing Grantee will be given the option to either a refund of all monies paid or to purchase another available Inurnment Site.

- P. *Access to Church Grounds.* The Church reserves the right to limit access or to restrict ingress and egress to and from the Garden, as it may deem necessary. Disturbances on or near the Garden area, inconsiderate behavior, and other actions deemed by the Church in its sole discretion to be unacceptable will not be permitted. The Church reserves the right to limit access and to set the hours that the Garden will be open or available for visiting or services.
- Q. *Decorations.* No flowers, plants, statuary, balloons, toys or other decorations shall be placed in the Garden, except those placed or authorized by the Church. Fresh arrangements may be placed in specified containers near the niche that the church has designated for this purpose at the time of Inurnment and for up to three (3) days thereafter. The Church may remove and dispose of any unauthorized items found in the Garden.
- R. *Inscriptions.* Memorial Wall plaques are limited to two lines of inscription, to include only the full name and dates of birth and death. Niche inscriptions are limited to seven lines as indicated above with space for two persons on the niche fronts. The number of characters is limited by the engraving style and is identified on the engraving order. Hyphenated names are acceptable if they are the legal name. Suffixes are allowed if part of the legal name (i.e. Jr. II, III). Nick names are permitted if they are used more predominantly than the given name. Quotation marks will be used before and after a nickname. Titles are acceptable as space allows (i.e. Dr, Rev). Degrees or certifications (i.e. PhD, MD, CPA) are not allowed. The church reserves the right to decide if inscriptions are appropriate. The use of fraternal seals, professional designations or similar inscriptions is expressly prohibited.
- S. *Alterations and Improvements.* The Church reserves the right to alter the Garden design, to change the size or boundaries of the Garden, and to make improvements as it sees fit. All improvements of any kind of the Garden or any type of work including, but not limited to, opening and sealing of Niches, installation or removal of memorializations, inurnments, improvements or alterations, plantings or landscape care, as well as the use of materials, equipment, devices, outside agents or products, shall be under the exclusive control and authority of the Church.
- T. *Termination or Relocation of Garden.* The Church cannot guarantee that it will be able to continue operation of the Garden forever. The Church reserves the right, for whatever reasons, to relocate, remove or dismantle the Garden. Such determination will be made at the sole discretion of the Church Council of the Church and in conjunction with local state and federal laws. In such event, the Church shall give prior Notice of the intended action. For Ashes already inurned in a Niche, the Grantee shall have the right to remove the Ashes from the Garden to relocate them to a different place of his or her choosing. Such removal and relocation shall occur, if at all, within forty-five (45) days of the date of Notice by the Church. If the Church is unable to locate a Grantee or the Personal

Representative of the person(s) Inurned, by reason of giving Notice, the Church reserves the right to remove and re-inter Ashes, at its cost, in an alternative location in a legal and Christian manner. Under no circumstances shall any person or persons be entitled to any refund from the Church. Beyond providing the Notice above, the Church shall not be responsible for locating the personal representative, heirs or next-of-kin of a Grantee to inform them of its intended action. The Grantee agrees to abide by the decision of the Church, whatever that might be, for all future time. This Policy expires if the Church no longer exists.

- U. *Verbal Instructions.* The Church is not responsible for any instructions given verbally. Rights of the Grantee are established and defined by the Inurnment Covenants, these Policies and by any other form proscribed by the Church and mutually executed by a Grantee and the Memorial Garden Administrator.
- V. *Warranties.* The Church makes no warranties, express or implied, concerning the durability or expected life or condition of grounds, facilities or products offered to Grantee.
- W. *Force Majeure.* The Church shall not be deemed to be in default of these Policies or an Inurnment Covenant to the extent the performance of its obligations or its attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, vandalism, act of Government, shortages of materials or supplies, or any other cause beyond the control of the Church. In such event, the Church shall have reasonable time to complete performance or cure any breach, but in no event in excess of one (1) year.

IV - INURNMENT COVENANTS

- A. Procedure for Application and Purchase of the Use of Inurnment Sites.
1. Eligible Persons desiring to make a purchase for the right to use an Inurnment Site in the Garden will submit a written application, in the form specified by the Church, entitled “Inurnment Covenant” to the Church. The form will include all information necessary for the Memorial Garden Administrator to act on the request.
 2. Upon verification of the applicant’s information and Eligibility, the Memorial Garden Administrator is authorized to sign the Covenants on behalf of the Church. The Inurnment Covenants shall not be binding until executed by the Church and payment is received from the Grantee. All other authority to approve or sign contracts remains in the Memorial Garden Committee.
 3. Upon (1) execution of the Inurnment Covenants by the Memorial Garden Administrator and (2) receipt by the Church of payment for the Inurnment Site in effect at the time of execution, the designated Inurnment Site will be reserved for the Grantee.
 4. The Inurnment Covenants shall be executed in duplicate, with one original delivered to the Grantee and the other to the Church.
 5. The Inurnment Covenant and Grantee’s rights therein may not be assigned, transferred or inherited, without the written consent of the Church and shall not be subject to the claims of creditors.
- B. *No Real Property Right.* The Inurnment Covenant is only a license to use a designated Inurnment Site in the Garden. No real property right or interest is created or transferred to Grantee by the Covenant, or by these Policies. Purchase prices will be stated on the agreement between the Church and the Grantee to assist the Church in defraying the expenses involved for the continued operation of the Memorial Garden.
- C. *Memorial Gifts.* The Church reserves the right to establish and control a Memorial Garden Fund (hereafter called the “Garden Fund”). All money received for the Garden Fund will be placed in this established fund with the principal and all accrued interest made available to the Church for the purposes of relocation, removal, defraying of expenses involved for the continued operations of its Columbarium and Memorial Garden areas, or some other purpose if and when that time should ever arise. Donations to the Garden Fund are welcomed and encouraged for perpetual care of the Garden.

- D. *Purchase.* Payment to the Church, through the Memorial Garden Administrator, for the use of an Inurnment Site in the Garden shall be in such amount and in such manner as may be determined from time to time by the Memorial Garden Committee. Refer to the Inurnment Covenant addendum (page 15) for current Inurnment Site pricing. The Grantee's payment for use of a site in the Garden is made without any reservation, conditions or restrictions. Payments must be received prior to Inurnment; however, a payment schedule may be accepted by the church towards the purchase of Inurnment sites. Columbarium niches may be given to a Grantee at the discretion of the Church for use in situations of identified financial hardship.
- E. *Limitation of Liability.* It is the intention of the Church to exercise reasonable and ongoing care to maintain the Garden. However, neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility for the preservation or loss of, or damage to the Ashes of any person Interred in the Garden, or for any loss or damage relating to the Garden from acts of God, vandalism, theft or other causes or contingencies. In the event of any breach of the Inurnment Covenant by the Church or its agents, the Grantee's sole remedy shall be return of the original purchase price. Grantees shall have no other rights or remedies in law or equity.
- F. *Application of Policies to Inurnment Covenants.* These Policies and all amendments, alterations, changes or modifications thereof shall apply to and be binding on the Grantee or any person succeeding to any right under the Inurnment Covenants.
- G. *Termination of Inurnment Covenant.*
1. *Donation of purchased Niche.* If there has been no prior Inurnment and the Grantee determines that the Inurnment Site is no longer needed, the Grantee shall have a right to donate the Inurnment Site. Upon thirty (30) days written notice to the Memorial Garden Administrator of a request to donate, the Church will provide written acceptance of this donation from the Grantee. There will be no return of purchase funds. Original payments will be directed to the care and maintenance of the Garden. The niche will be available for resale by the church.
 2. *Removal of Ashes Inurned.* In the event there has been an Inurnment in a Niche and the personal representative or immediate family of the person whose Ashes have been inurned wish to permanently remove the Ashes from the Niche, the Church shall, upon thirty (30) days written notice to the Memorial Garden Administrator of such request and receipt of the appropriate court order, release the urn to the immediate family member or personal representative. If the Niche is no longer required by an Eligible Person the Niche may be donated to the Church as written in Section IV-G "Donation of a Niche".

V -PROVISIONS SPECIFIC TO INURNMENT IN COLUMBARIUM NICHES

- A. *Niche Use.* The agreement for Niche use shall include the initial Inurnment of the Ashes, engraving of the face plate with the name of the Person whose Ashes are Inurned and optional date years of birth and death. The Niche use shall also include maintenance of the Inurnment Site and the Garden in general and the maintaining of records for use and administration of the Garden. When the purchase amount has been accepted by the Church and an Inurnment Covenant signed, the purchase agreement is honored for the duration of the Niche use. Permanent identification for the urn, if not provided by the Crematory or Funeral Home, is the responsibility of the Grantee. Niche selection will be made at the time of purchase.
- B. *Capacity of Niches.* Niches may not house the Ashes of more than two persons; however, exceptions to niche capacity are at the discretion of the Memorial Garden Committee. Some exceptions may be appropriate as in the example of inurnment of twin infants dying at birth or infant Ashes to be inurned with parents. The Ashes must remain separately contained and identified and must be within the capacity restrictions of the niche. A current purchase price will be provided for this niche use by the Church.
- C. *Urns.* Inurnment of Ashes within a Niche shall be in an urn selected and provided by the Grantee or designee or in a secure container provided by the Crematory. Ashes may be placed in a container constructed of semi-precious metals, wood, glass, pottery or other material approved by the Church. It must fit within the specific inside dimensions of the Niche. The Church reserves the right to reject a container that in its judgment will not meet these requirements. The deceased's name and date of death or cremation shall be inscribed or permanently affixed on the outside of all receptacles. At the family's discretion, a decorative unsealed urn may be used for a memorial service and the ashes transferred to a standard urn for Inurnment. All urns must be permanently sealed at the time of Inurnment.
- D. *Inscription on Face Plate.* The name and years of birth and death of the person Inurned in a specific Niche shall be recorded by the Church on the faceplate of the Niche at time of inurnment (if timing permits), or otherwise shortly after. The Inscription Agreement must be a part of the Inurnment Covenant. A Grantee may also request that names be recorded on a faceplate concurrent with an advance purchase of a Niche. The cost of this additional engraving step shall be added to the Niche purchase price at the cost incurred by the church for that engraving. The years of birth and death would subsequently be added at the time of Inurnment.

VI-MEMORIAL WALL**A. *Inscription on Memorial Wall.***

1. The name and birth and death year of any person may, upon submission of the written completion of the "Inscription Agreement" and receipt of payment, be inscribed on the Memorial Wall.
2. Persons may purchase an Inscription on the Memorial Wall for a Person Interred elsewhere by submitting a written application, in the form provided by the Church entitled "Inscription Agreement" to the Church. The form will include all information necessary for the Memorial Garden Administrator to verify Eligibility and the requisite information for the Inscription.
3. Upon completion of the Memorial Wall Covenant by the purchaser, the Memorial Wall Administrator is authorized to sign the Inscription Agreement on behalf of the Church. The Inscription Agreement shall not be binding until executed by the Church and payment is received from the Grantee.
4. Upon (i) execution of the Inscription Agreement by the Memorial Garden Administrator and (ii) receipt by the Church of payment for the cost of the Inscription in effect at the time of execution, the Church shall arrange for the Inscription to be placed on the Memorial Wall during either the spring or fall plaque application process.

B. *Purchase.* A payment to the Church for a Memorial Wall Inscription shall be in such amount and in such manner as may be determined from time to time by the Memorial Garden Committee. Refer to the Memorial Wall Covenant addendum (page 18) for current inscription pricing. Payment for an Inscription is made without any reservation, conditions or restrictions and the monies may be used for purchase of Memorial Wall engraving and the perpetual care of the Garden.**C. *Eligibility.*** Plaques may be purchased by or for current or former members of the Church.**D. *Order of Inscription.*** Inscriptions shall be placed on the Memorial Wall in sequential order. Plaques will be manufactured and placed on the Memorial Wall only on a semi-annual basis, in the spring and fall. This includes placement of new plaque orders as well as placement of previously ordered plaques for individuals who have subsequently passed.

- D. *No Refunds.* Inscriptions are deemed permanent and for the life of the Garden as presently situated. Upon Inscription, there shall be no refund of the purchase price, including any instance in which the Church discontinues the Garden. If the Garden is relocated, the Church may, but is under no obligation to move a Memorial Wall to the relocated site. The Church is not required to maintain the previous Memorial Wall or to provide a substitute for the Memorial Wall.

**BETHEL LUTHERAN CHURCH
MEMORIAL GARDEN**

920 Third Street (Downtown Campus)
504 Frontage Road (Highlands Campus)
Hudson, Wisconsin 54016

Eligibility Requirements

ELIGIBILITY: Inurnment in the Garden is limited to Eligible Persons, as defined in the Policies adopted by Bethel Lutheran Church.

DATE :

ELIGIBLE PERSON(S):

first

middle

last

first

middle

last

address

city/state/zip

contact phone

email address

ADMINISTRATIVE CHECKLIST:

_____ The person(s) above meet eligibility requirements

_____ An Inurnment or Memorial Wall Covenant has been completed

_____ An Engraving Order has been completed

_____ Covenant documents have been filed and digitized

_____ Copies of all documents have been provided



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**BETHEL LUTHERAN CHURCH
MEMORIAL GARDEN**

920 Third Street (Downtown Campus)
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INURNMENT COVENANT

Grantee reserves the use of an Inurnment Site in the Bethel Lutheran Church ("Church") Memorial Garden ("Garden") for Inurnment of the Ashes of the Eligible Person(s) named below. Pricing for an Inurnment Site is as follows:

Top 4 rows of each tower = the sum of \$2,300 (to host one urn), or \$3,300 (to host two urns).
Garden level of each tower = the sum of \$1,900 (to host one urn), or \$2,600 (to host two urns).

Receipt of payment, or a payment schedule, is hereby acknowledged on the following page. Grantee acknowledges by his or her signature below that this Agreement is subject to (1) the terms and conditions attached hereto and (2) the Policies of the Garden, incorporated into this Agreement by reference, receipt of which is hereby acknowledged. Grantee hereby acknowledges that he/she has received the Memorial Garden Policies, has reviewed them and agrees to abide by them.

This agreement may be cancelled by Grantee upon delivery of written notice of cancellation to the Church within three business days from the date hereof. Upon such cancellation, the grantee may receive a full return of payment from the Church. The Agreement may not be cancelled if there has already been an Inurnment.

Grantee acknowledges that all niches are the same size. Niche dimensions are 9.5" x 9.5" at the rear, 11" x 11" at the face, and 11" deep. If purchasing a niche that will contain two urns, the combined dimensions of both urns must fit within this space.

This Agreement is executed by the Grantee on the _____ day of _____, 20____, and will become effective when accepted by the Church.

(Signature of Grantee)

(Printed name)

(Eligible Person)

(Printed name)

(Eligible Person)

(Printed name)



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Person(s) to be notified as provided in II. "Notice" (please print).

Name _____ Relationship to Eligible person(s) _____

Street _____ City _____ State _____ Zip _____

Email _____ Contact phone _____

Name _____ Relationship to Eligible person(s) _____

Street _____ City _____ State _____ Zip _____

Email _____ Contact phone _____

Accepted by the Church on the _____ day of _____, 20____, subject to the terms and conditions set forth in the Policies and Procedures of the Garden, incorporated by reference.

Niche ID _____

By: _____

Memorial Garden Administrator

Niche Pricing for rows 1-4:

- ☐ Single Inurnment \$2,300
- ☐ Double Inurnment \$3,300

Niche Pricing for row 5 (garden level):

- Single Inurnment \$1,900
- Double Inurnment \$2,600

Payment Record:

Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____
Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____
Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____
Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____
Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____
Amount \$ _____	Ck# _____	Date _____	Balance Due \$ _____

_____ Original document for Grantee _____ Original document for Church



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INURNMENT RECORD

To Be Completed by the Church at Time of Inurnment.

Full Name of Person _____
First Middle Last Maiden (if applicable)

Date of Inurnment _____ Niche Location _____

Residence Address at Time of Death _____
Street name and number

City, State

Date of Birth _____ Location _____

Date of Death _____ Location _____

Date of cremation _____ Crematory / Mortuary _____

Address of Crematory _____

Age _____ Sex _____

Inurnment Officiant _____

Church name and address _____

Bethel attendee (if not a Bethel officiant) _____

Niche sealed by _____ and _____

Record completed by _____ Date _____

**BETHEL LUTHERAN CHURCH
MEMORIAL GARDEN**

920 Third Street (Downtown Campus) 504 Frontage Road (Highlands Campus) Hudson, Wisconsin 54016

MEMORIAL WALL COVENANT

First

Middle

Last

Date _____

Address

Phone

City/state/zip

INSCRIPTION INFORMATION

(see Engraving Order Form for guidelines and to submit exact engraving information)

Please print name:

First

Middle name or initial

Last

Year of Birth (optional)

Year of Death (optional)

Relation to Grantee

MEMORIAL WALL ELIGIBILITY

Grantee hereby purchases an Inscription on a Memorial Wall in the Bethel Lutheran Church of Hudson ("Church") Memorial Garden ("Garden ") for the person designated above for the purchase price of \$175.00 (each additional plaque inscription is \$150 each), receipt of which payment is hereby acknowledged. Grantee acknowledges by his or her signature below that this Agreement is subject to (1) the terms and conditions attached hereto and (2) the Policies of the Garden, incorporated into this Agreement by reference, receipt of which is hereby acknowledged. This agreement may be cancelled by Grantee upon delivery of written notice of cancellation to the Church within three business days from the date hereof. Upon such cancellation, the grantee may receive a full return of payment from the Church.

This Agreement is executed by the Grantee on the _____ day of _____, 20____ and will become effective when accepted by the Church.

Signature of Grantee/Donor _____

Accepted by the Church on the _____ day of _____, 20____, subject to the terms and condition set forth in the Policies and Procedures of the Garden, incorporated by reference.

Payment Record Ck # _____ Date _____ By: _____
Memorial Garden Administrator



CONNECT. GROW. SERVE.

**BETHEL LUTHERAN CHURCH
MEMORIAL GARDEN**

920 Third Street (Downtown Campus)
504 Frontage Road (Highlands Campus)
Hudson, Wisconsin 54016

Columbarium Committee Administrator _____ Grantee (print) _____

Date form completed _____ Grantee signature _____
Columbarium Committee Administrator Initials _____

Items to engrave now: _____

Niche ID: _____

ENGRAVING ORDER

COLUMBARIUM NICHE FRONT

Family Name	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
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2nd Family Name if applicable	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
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Months are engraved as Jan. Feb. Mar. Apr. May June July Aug. Sep. Oct. Nov. Dec.

center on niche

Engraving Dates:



BETHEL

CONNECT. GROW. SERVE.



Memorial Wall Inscription Order Form

Date:	Purchaser Name (print)	Email	Contact phone
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Complete this form in the sequence you wish each plaque to be placed on the Memorial Wall. Use of a middle initial is optional.

Plaque 1										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque 2										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque 3										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque 4										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque 5										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque 6										(Line 1)										(Line 2)									
First Name										MI	Last Name										Year of Birth	Year of Death							

Plaque Cumulative Pricing: 1=\$175 2=\$325 3=\$475 4=\$625 5=\$775 6=\$925																													
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Make checks payable to Bethel Lutheran Church Memorial Wall. Return this form along with payment to Bethel Lutheran Church, 920 3rd St., Hudson, WI 54016

Document Revision History

Original Document April 20, 2011

Revisions:

November 14, 2012

May 28, 2016

March 20, 2017 – logo & font changes

June 22, 2017 – revised Memorial Wall Inscription Order Form

March 23, 2018 – revised pricing of niche garden level

November 1, 2018 – revised eligibility, added semi-annual only plaque application

February 1, 2019 – policy document refers to addendums for niche & inscription pricing

September 6, 2022 – change from Columbarium to Memorial Garden, pricing changes,

Engraving Request format change

March 1, 2023 – pricing changes

THIS DOCUMENT, CONSISTING OF 21 PAGES, WAS PREPARED IN MICROSOFT WORD AND
SAVED AS FILE: 03.01.2023 Bethel Hudson – Memorial Garden Policy Document.doc Business
Administrator gmc