

# MEMORIAL GARDEN APPLICATION



## PURCHASER

This is the person to be interred.

**Date of Birth:** \_\_\_\_\_  
Month / Day / Year

**Full Name:** \_\_\_\_\_  
First Middle Last

**Address:** \_\_\_\_\_  
Street Address

\_\_\_\_\_

City State Zip

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## SUCCESSOR 1

This is a designated person that may act on your behalf upon death.

**Name:** \_\_\_\_\_  
First Last

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## SUCCESSOR 2

This is a designated person that may act on your behalf upon death.

**Name:** \_\_\_\_\_  
First Last

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## AGREEMENT

I agree to all rules, regulations and policies as outlined for the Lutherhill Memorial Garden and hereby submit this application to acquire the rights of interment in the Lutherhill Memorial Garden. Payment must be made in full in order to secure the Interment Rights Certificate. If paying via check, send payment with signed application. If paying via Credit Card or ACH Transfer, a link will be sent to complete payment.

**Total Fee: \$750**      **Select Payment Form:**     Check     Credit Card     ACH Transfer

**Purchaser Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## FOR LUTHERHILL MINISTRIES USE

Date Contract Submitted: \_\_\_\_\_ Date of Death: \_\_\_\_\_

Total Fee Submitted: \_\_\_\_\_ Date of Interment: \_\_\_\_\_

Lutherhill Staff Member: \_\_\_\_\_ Lutherhill Staff Member: \_\_\_\_\_

Return completed form to office@lutherhill.org or Lutherhill Ministries, PO Box 99, La Grange, TX 78945 - Attn: Anne Liddle.



**Rules, Regulations and Policies**  
**Memorial Garden**  
**Lutherhill Ministries**  
**Effective March 1, 2023**

The Memorial Garden provides space for the interment of cremated remains (cremains) of persons affiliated with Lutherhill Ministries. The Memorial Garden is a landscaped and woodland area located at and owned by Lutherhill Ministries.

These rules, regulations and policies (“Regulations”) are designed to protect the interests of those acquiring the rights of burial or scattering of cremains as well as of Lutherhill Ministries. Adherence to these Regulations preserves the desirability, sanctity and aesthetic beauty of the Memorial Garden.

**1. ADMINISTRATION**

Oversight and direction of the Memorial Garden is provided by Lutherhill Ministries. These Regulations may be amended from time to time by Lutherhill’s Board of Directors. Day to day management of the Memorial Garden is provided by a designated member of the Year-Round staff, herein referred to as the Administrator.

**2. ELIGIBILITY**

Interment is limited to the cremains of any person with an established connection to Lutherhill, this may include alumni campers, alumni staff, donors, volunteers, members of affiliated congregations or organizations. The Administrator may approve or deny requests for the Interments of any other person on a case-by-case basis.

**3. FACILITY**

The initial Memorial Garden consists of approximately 2.5 acres of surveyed land around the Carby Chapel. The landscaped area in front of the Carby Chapel has inlaid memorial bricks to honor the deceased persons interred within the Memorial Garden as well as others who may be buried elsewhere. Ashes may be scattered or buried within this surveyed landscaped area and adjacent woodland area of the Memorial Garden. Specific Interment locations are not reserved, nor are markers placed at the actual site of Interment.

**4. COSTS AND FEES**

Fees for the right of Interment include Interment, memorial brick inscription, and perpetual care of the Memorial Garden. Fees do not include the cost of cremation, transportation or other off-premises costs, which must be provided by the family, heirs or legal representative of the deceased. Fees may be changed at any time. However, the changed fees will apply to purchases made only after the effective date of the change. Purchases made prior to the date of the change will not be affected and the purchaser may not be assessed (and will not be refunded) any fees beyond those applicable to the original purchase.

**5. APPLICATION**

An eligible person (“Purchaser”) must complete the Memorial Garden Application to acquire the right of Interment (“Application”). Once the completed Application is submitted together with the applicable payment to the Administrator, the Administrator will contact the Applicant to confirm that all information is correct.

**6. CERTIFICATE**

When the information on the Application has been confirmed by the Administrator, the Interment Rights Certificate will be issued. The approved Application together with the Interment Rights Certificate constitute the Contract for the Right of Interment between the Applicant and the Memorial Garden for and on behalf of Lutherhill Ministries.

The Applicant or his or her assigned legal representative, as applicable, are together designated the Holder of the Certificate. The Holder acquires no property rights in the Memorial Garden, any of its burial sites, or any other property of Lutherhill Ministries. Legal title to the Memorial Garden and all sites remains with Lutherhill Ministries at all times. The Certificate attests only to the right to inter the cremains of the Eligible Person named in the Certificate.

**7. OPERATIONS**

**7.1 Record of Interments.** The Administrator maintains a record of every application for Interment as well as each



Interment. The name of the deceased, the deceased's dates of birth and death, and the name of the next of kin or persons with authority to act for the deceased. The Administrator must be notified of any changes in the contact information provided.

*7.2 Designated Funds.* All funds received by the Memorial Garden are held in the Memorial Garden Operating Fund and utilized as necessary to pay for upkeep of grounds and general maintenance.

*7.3 Services.* A Memorial Service may be held at a time mutually agreed upon between Lutherhill Ministries and the representatives of the deceased. Memorial services may be held inside the Carby Chapel with committal to follow in the Memorial Garden. Any Ordained minister may officiate at a memorial service. Additional fees may be applicable for use of Lutherhill Ministries facilities for use of the Carby Chapel or other facilities.

*7.4 Inscription.* Inscriptions on 4 by 8 inch memorial bricks will be uniform with name and dates of birth and death set in a single font as determined by Lutherhill Ministries.

*7.5 Inground Interment Receptacles.* An excavation of appropriate size directly beneath the Interment site is prepared to receive the burial of ashes. No receptacle is required, and the cremains may be placed in the grave to be mixed with earth. If a receptacle is preferred, a biodegradable receptacle may be provided by the crematory. Non-biodegradable boxes and urns may not be buried.

*7.6 Identification of Cremains.* Clear marking of the name of the deceased and date of birth will be required on all cremains delivered to the Memorial Garden for interment. Neither Lutherhill Ministries nor the Memorial Garden bears any responsibility for the identification of any cremains at the time of or subsequent to Interment.

*7.7 Access to the Inground Sites.* The Holder has access to the Memorial Garden only for the purpose of Interment of the designated cremains. Any request to uncover or unearth the cremains must be made by the Holder's assigns or other legal representative and approved by Lutherhill Ministries.

*7.8 Decorations.* Floral or other decorations may be temporarily displayed as part of a memorial service. No permanent flowers or decorations of any kind may be placed in the Memorial Garden by anyone other than designated personnel of Lutherhill Ministries.

*7.9 Responsibility for Work Required.* All work of any kind on or surrounding areas designated for cremains is under the control of Lutherhill Ministries. Such work includes but is not limited to Interments, dis-Interments, plantings, landscape care and all other related work.

## **8. TRANSFER, REMOVAL AND SECURITY**

*8.1 Transfer.* If the assigned access to the Memorial Garden is unused, a transfer of the Right of Interment is permitted with written approval of the Administrator. Assigned access may not be re-sold.

*8.2 Removal by the Family.* Cremains remain the property of the family or estate of the deceased. If one or both persons listed on the Certificate have been interred, and the survivors wish to remove all of the cremains that are recoverable, they may make arrangements with Lutherhill Ministries for the sites to be unearthed and the cremains removed by submitting a Termination of Right of Interment letter to Lutherhill Ministries and payment of applicable fees established to cover the cost of removal. Rights to the assigned access revert to Lutherhill Ministries, with no compensation due to the Holder or the Holder's estate.

*8.3 Temporary Removal by the Organization.* Cremains may not be removed without the prior written consent of the Holder (or the Holder's assigns or other legal representative) and Lutherhill Ministries. However, the interred cremains may be temporarily removed if needed (for example, because the grounds require repair). In that event, the Administrator will use good faith efforts to provide the Holder (or the Holder's assigns or other legal representative, if known) with prior notice.



*8.4 Abandonment.* If after 25 years from the date of the Interment Rights Certificate, no cremains have been interred as specified by the Certificate, and the Holder of the Certificate cannot be located after good faith efforts (e.g., one or more contacts by phone call, email, or U.S. mail) by Lutherhill Ministries, the rights to Interment as documented in the Interment Rights Certificate and the Certificate are deemed null and void and of no further force and effect. The assigned access reverts to the Memorial Garden with no reimbursement.

*8.5 Reversion.* If the cremains of an Eligible Person are not interred within twenty-four months of the date of death, and the family of the deceased cannot be located after good faith efforts (e.g., one or more contacts by phone call, email, or U.S. mail) by Lutherhill Ministries, the rights to Interment automatically reverts to the Memorial Garden unless an exception is granted, with no requirement for a reimbursement of any of the fees.

*8.6 Access and Security.* Lutherhill Ministries through the design and construction of the Memorial Garden has provided a reasonable level of security balanced by the need for visits by loved ones and the availability of the property for programmatic activities and usage of the Carby Chapel. Family and friends of the deceased may visit the Memorial Garden during daylight hours by contacting Lutherhill Ministries personnel to seek permission. Access may be restricted or reassigned at times based on usage of the camp and retreat center.

## **9. WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION**

*9.1 Limited Warranty.* The Memorial Garden and related services are offered for the sole purpose of providing a means of Christian Burial. Neither Lutherhill Ministries nor the Memorial Garden make any guarantees or warranties concerning the durability or the expected life of the Memorial Garden, its grounds, its facilities, or any products. Implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

*9.2 Limited Liability.* The total liability of Lutherhill Ministries, the Memorial Garden and their officers, employees, representatives and agents from any cause whatsoever, whether for breach of contract or other negligence, misrepresentation or other contract or tort claim, including for the loss or desecration of any cremains, is limited to the amount of any actual direct damages or loss, up to the total fees paid to Lutherhill Ministries for assigned access. In no event will Lutherhill Ministries, the Memorial Garden, and their officers, employees, representatives, and agents be liable for any special, incidental, indirect, exemplary, punitive or consequential damages.

*9.3 Exclusions Permitted by Law.* Some jurisdictions do not allow the exclusion of certain warranties or conditions of the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied warranties, or incidental or consequential damages. Accordingly, only the above limitation in Section 9.1 and 9.2 which are lawful in Texas will apply and the liability of Lutherhill Ministries and the Memorial Garden will be limited to the maximum extent permitted by law.

*9.4 Protection Against Loss.* Lutherhill Ministries may carry insurance on the Memorial Garden and its facilities for its own benefit; however, Lutherhill Ministries does not and will not provide any insurance for the benefit of the Holders.

*9.5 Acts of God.* Lutherhill Ministries has no liability for any losses to cremains resulting from storms, flooding or other acts of God.

## **10. TERMINATION OF THE MEMORIAL GARDEN**

The Right of Interment continues as long as Lutherhill Ministries occupies and owns the property forming the Memorial Garden. If the property is sold and Lutherhill Ministries relocated or closed, Lutherhill Ministries will relocate earth from Memorial Garden to another designated location.

## **11. GOVERNING LAW**

These Regulations are governed and interpreted in accordance with the laws of the State of Texas without giving effect to its conflict with state provisions. The federal and state courts sitting in Fayette County, Texas will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of these Regulations.