

Memorial Garden/ Columbarium Terms and Conditions

The Vestry of the Episcopal Church of the Good Shepherd of Tequesta prescribes the following terms and conditions for the management of the Memorial Garden/Columbarium:

Terms and Conditions

1. The Rector, with the approval of the Vestry, shall appoint such people as necessary to manage the Memorial Garden/Columbarium subject to these Terms and Conditions. Any exceptions to these Terms and Conditions must be approved by the Vestry.
2. All applications for the purchase of a niche or niches in the Memorial Garden/ Columbarium must be in writing on the approved Application for Niche Purchase. Each application shall include evidence of the applicant's qualification to own a niche(s) (see 3) together with payment in full and other information as the Vestry may from time to time in its discretion require. The Rector or the Rector's designee shall in his/her sole discretion approve or disapprove all applications.
3. Ownership of any niche in the Memorial Garden/Columbarium shall be limited to Episcopalians who:
 - are members of record of the Church of the Good Shepherd, their spouse, children, stepchildren, parents or stepparents,
 - have a regular and sustained pattern of attending services and have a record of giving for at least two years to the Church: and,
 - fulfill such other requirements as the Vestry may from time to time impose.
4. Niches are intended for one or two urns.
5. Ownership of any niche in the Memorial Garden/Columbarium shall be evidenced by a Purchase Certificate which shall entitle the owner(s) named therein to interment in the niche. No certificate shall be issued until the purchase price has been paid in full.
6. The purchase price for a niche and second interment, if applicable, is disclosed on the Memorial Garden/Columbarium Price List as approved by the Vestry. Except as otherwise provide herein, no charge over the purchase price of any niche shall be made for the inscription on the niche covers. Each inscription shall be uniform in appearance with existing Memorial Garden/Columbarium inscriptions and shall be limited to the name(s) of the deceased and the years of birth and death.
7. Certificates may not be transferred by gift, inheritance or any other circumstance without the prior written consent of the Vestry.

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8. After purchase, if an owner(s) elects to have his Certificate revert back to The Episcopal Church of the Good Shepherd, then the owner(s) shall be entitled, upon surrender of the Certificate, to a refund of fifty percent (50%) of the purchase price paid by the owner(s). Upon payment of the refund, the niche shall be available for resale by the Church. This right to a refund shall expire upon the death of the owner(s).
9. Cremains deposited in a Memorial Garden/Columbarium niche must be enclosed in a container provided by the church as included in the purchase price.
10. Upon payment of the cost of a new cover and inscription, if needed, a niche may be opened for the placement of an additional urn pursuant to these Terms and Conditions or for good cause shown to the satisfaction of the Vestry.
11. The Rector, or his designee shall place the container of cremains in the niche. The deposit of the container in the Memorial Garden/Columbarium shall be made pursuant to a service from the Book of Common Prayer.
12. The Rector shall appoint a Custodian of the Memorial Garden/Columbarium, who shall, under the supervision of the Rector, maintain appropriate records for the Memorial Garden/Columbarium which shall include: all applications together with the official action taken thereon; designation of niche ownership; all relevant information regarding the opening of any niche and/or the removal of any contents of a niche; and, the reason(s) for withdrawals pursuant to paragraph thirteen (13) below.
13. All moneys received on account of Memorial Garden/Columbarium shall be accounted for separately in the Memorial Garden/Columbarium restricted account designated by the Vestry. Withdrawals may be made in accordance w/established church procedure by persons authorized to do so by the Vestry.
14. There shall be allocated to the Memorial Garden/Columbarium restricted account a reasonable reserve balance sufficient to provide for repairs, additions, maintenance and operating expenses, the amount of said reserve to be determined from time to time by the Vestry. Any funds exceeding the amount determined for such reserve balance may be used by the church as the Vestry may decide.
15. All owners of niches shall be subject to these Terms and Conditions as they now exist and as they may be amended by the Vestry in the future. Any questions which may arise concerning the Memorial Garden/Columbarium in these Terms and Conditions shall be considered and determined by the Vestry.