



Meditation & Memorial Garden

FIRST CHURCH OF CHRIST, CONGREGATIONAL
REDDING, CT

TERMS AND CONDITIONS **Memorial Wall Niche Reservations**

The Meditation and Memorial Garden (the “Garden”) is located on the property of and is a part of the First Church of Christ Congregational of Redding, CT (the “Church”).

- 1. Management and control of the Church’s Garden is the direct responsibility of the Meditation and Memorial Garden Committee (the “Committee”) as appointed by the Church. The Garden is conceived as a place of private meditation and remembrance. Any other proposed use must be approved by the Committee.**
- 2. Use of the Garden for interment within the Memorial Wall shall be available to a member or former member of the Church and, in the discretion of the Committee, to other family members.**
- 3. A reservation for a niche will be accepted only after receipt of the payment. The payment of the cost of a niche is intended to defray the cost of the interment and maintenance. Said payment is made without conditions or restrictions. Payment must be received a minimum of one week before the scheduled ceremony.**
- 4. a. The current price of a niche is \$1,200 and includes (1) the cost of a bronze marker with inscription and (2) unsealing and sealing of the wall section containing the niche.**
 - b. All stonework, plaques and maintenance will be provided by the Committee, with the exception of the urns. The ashes of the deceased are to be placed in an urn provided by the Purchaser/Designee.**
 - c. The remains shall be prepared by the family and sealed in an urn that meets the following specifications. The urn must fit comfortably inside the niche cylinder. Maximum width is 8 inches in diameter for circular urns and 8 inches diagonal for square or rectangular urns. Maximum height is 11 inches.**
 - d. Ashes will not be accepted for storage by the Church.**

5. a. Each niche shall be identified with a marker provided by the Church. Engraving on the marker will be limited to Name, Date of Birth and Date of Death.

b. No other markers, adornments, flowers, etc., will be permitted. Temporary flower displays as an adjunct to a service of interment may be permitted, subject to any limitations made at the discretion of the Committee.

6. The family of the deceased is invited to contribute up to two pages in memory of the deceased to the Memorial Album, which will record all interments in the Garden in perpetuity.

7. If the Purchaser no longer desires to reserve a space, the Committee will refund the full payment (minus a 10% maintenance and administrative fee) within the first five years of purchase. Partial refunds after five years will be granted solely at the discretion of the Committee.

8. a. Ashes shall be interred or markers placed in the Garden only at a service conducted by the clergy of the Church or another person approved by the clergy of the Church.

b. Markers, urns or interred ashes may not be removed from the Garden, except with the consent of the Committee. In the event of removal, all rights to the reserved space shall be terminated, and the niche shall revert to the Church. Costs of removal and restoration of the niche shall be borne by the party removing the ashes.

9. Control and management of the Garden is vested in the Committee. Any right to use a niche or other space in the Garden does not grant any legal title or other property right to that niche or to any other space in the Garden or elsewhere. A reservation as granted by the Committee is vested only with the original Purchaser and may not be transferred or conveyed in any manner without the consent of the Committee.

10. The Church and the Committee shall have no liability of any kind for the maintenance or preservation of the ashes of any person interred in the Garden or for any loss or damage to the urns, ashes, or markers of such deceased persons, except as required by law.

11. If, in the judgment of the Committee, it shall be deemed necessary or desirable to change the location of the Garden, or to discontinue its use or any part thereof, the Committee may have the urns and ashes removed from any niche and placed in another suitable niche in the Garden of the Church, or in another appropriate place, as determined in the sole and absolute discretion of the Committee. If for any reason the Church ceases to exist or changes its location, all remains in the Garden shall be removed and dispersed as directed by the Church Council.

12. If interment has not occurred within thirty (30) years following the date of acceptance of a reservation, the interment right of the Purchaser shall terminate 60 (sixty) days after notification from the Church by Certified Mail with Return Receipt Requested (or by a comparable delivery service) to the last address provided to the Committee. The Purchaser shall be responsible for notifying the Committee of any change of address. The interment right shall not be lost if the Purchaser shall notify the Committee of his or her continuing intent to use the reserved niche.

13. The terms and conditions set forth herein for the use and maintenance of the Garden may be modified, amended or changed at any time by the Committee and shall be subject to approval by the Church Council. The Committee shall make reasonable efforts to notify each living Purchaser of any amendments to these Terms and Conditions.

Revised 02/07/2009