

FIRST PRESBYTERIAN CHURCHYARD MEMORIAL GARDEN

GUIDELINES

The First Presbyterian Churchyard Memorial Garden which is located south of the Family Life Center has been created to provide a burial place for urns of cremated remains and in doing so reclaims the historic role as a final resting place for members and their families.

These guidelines have been designed to help you decide whether cremation is appropriate to your circumstances and to provide answers to specific questions that you may have about our Memorial Garden. It is part of the work of our Churchyard Committee that has been established to support our members in preparing for the many complex decisions that must be made with respect to spiritual, legal and medical matters in all phases of our living as well as end of life events such as funerals.

Cremation

What has been the church practice with regard to cremation?

Cremation is not new to the church. In recent years, consideration of cremation among members is increasing. With the Memorial Garden, the Church provides a consecrated place for the remains of its members, enables families to extend their relationship with the Church beyond the time of death of a loved one, encourages a closer relationship with Church for families over the generations, and helps us carry out our obligations as good stewards of the land and facilities provided for us by God through the blessings of this great Church.

Because of the high costs associated today with embalming and burial, as well as limited space in cemeteries, cremation has become very common. Cremation is the rapid disposal of the body by intense heat, reducing the body to ash. People often question whether the practice of cremation is Biblical.

Concerning cremation, *Unger's Bible Dictionary* states:

Interment in Bible times followed soon after death, as is evident in the narratives of the burial of Sarah (Genesis 23:1-20), Rachel (Genesis 35:19-20), and Rebekah's nurse (Genesis 35:8). The Hebrews did not normally cremate, except in the most unusual cases of emergency, as in the case of Saul and his sons (1 Samuel 31:11-13). Later Babylonians burned their dead and deposited their ashes in ornate funerary urns, as did Greeks and Romans. Hebrews in later time, as indicated by the numerous ossuaries found in New Testament Palestine, also practiced cremation.

Spiritual

From the writing of Genesis 3:19, God tells Adam he was of dust and shall return to dust. Our soul is what is of real issue. The issue of cremation versus a natural process is of personal choice. Ultimately, with both interment and inurnment, the results are the same – the body being reduced to dust and ashes. The interment process is slow, whereas the inurnment process is almost instantaneous. Ultimately, the results are as the Scriptures read.

**ANSWERS TO QUESTIONS ABOUT THE
FIRST PRESBYTERIAN CHURCHYARD MEMORIAL GARDEN**

Why has the Church decided to provide for a Memorial Garden on our campus?

There are several reasons. Churches have always had a great tradition of providing family burial places on their property. This tradition has slowed with city churches because of land cost and city transition. Today, since no more space is available for traditional burial in our churchyard, the only way for First Presbyterian Church to provide for keeping the remains of loved ones is through the Memorial Garden.

Who is eligible for inurnment in the Memorial Garden?

Eligible persons include:

- a) members of First Presbyterian Church of Columbia,
- b) spouses of members,
- c) children or step-children of members,
- d) parents or step-parents of members,
- e) siblings of members, and
- f) current or former ministers at the church, their spouses and children.

What is the cost?

The cost of cremation is determined by a licensed funeral home or crematorium. A one-time reservation fee for inurnment is **SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00)**. Engraving of the marker, opening and closing fees are the responsibility of the family.

What does an inurnment space reservation include?

Inurnment spaces are not purchased; rather, they are reserved. The Policies and Procedures indicate that the reservation of an inurnment space and the payment of a reservation fee confers only the right to use the space in accordance with the Policies and Procedures in effect, and no title or right of ownership to the inurnment space or any appurtenant real property becomes vested thereby.

Who should my family contact to arrange for cremation?

Contact a licensed funeral home or a crematorium.

The cremation process and care of remains is regulated under South Carolina statute which seeks to regulate both the process of cremation and care of remains.

Are the spaces transferable?

No. The right to inurnment is personal to and retained only by the person(s) designated on the Certificate of Right for Interment of Cremated Remains. No sale or other transfer of certificates of reservation of inurnment spaces may occur by will, intestate succession, gift or otherwise, except upon approval by the Church. The Church has no obligation to approve the transfer. The Church has no obligation to repurchase a Certificate of Right for Interment of Cremated Remains although the Church will consider same upon written request. The Church has the right to reclaim the inurnment space if it is not utilized within 75 years from the date of the Certificate of Right for Interment of Cremated Remains.

**FIRST PRESBYTERIAN CHURCHYARD
MEMORIAL GARDEN
POLICIES**

The First Presbyterian Churchyard Memorial Garden is the further statement of the traditional ministry of the Church to provide dignified Christian burial of its members and their families in the context of the fullness of life in the Church and in Christ. The beauty of this Memorial Garden will be a continuing proclamation of our faith in the resurrection of the dead.

1. The primary purpose of the First Presbyterian Churchyard Memorial Garden is for the burial of cremated remains of the human dead. Such burial will be accomplished in an area of individually marked, in-ground burial spaces with the cremated remains placed in individual containers.
2. Persons eligible for burial in the marked, in-ground burial area shall be any member of First Presbyterian Church and such member's spouse, as well as his or her sons and daughters (natural, legally adopted or step) and the spouses thereof, siblings or parents of members, and past and current clergy who have served the Church and his spouse, as well as sons and daughters (natural, legally adopted or step) and the spouses thereof. A former member of the Church and his or her spouse shall also be eligible for burial in the Memorial Garden.
3. Purchase of a right of interment for cremated remains in the First Presbyterian Churchyard Memorial Garden does not constitute purchase or ownership of land or property or property rights therein. All land within the First Presbyterian Churchyard Memorial Garden will remain the property of the Church. The right of interment purchased for an individual may not be transferred or assigned, either voluntarily or involuntarily, to another party without the prior written approval of the Church in its absolute and sole discretion.
4. First Presbyterian Church will maintain a plat and a permanent record of burials. Assignment of burial spaces is at the absolute and sole discretion of the Churchyard Committee.
5. Marked, in-ground burial spaces will consist of an eighteen inch (18") by twelve inch (12") plot. The cremated remains of only one person will be buried in a single space. Each burial space will be capped by a granite marker. The epitaph shall consist of the name with the dates of birth and death of the individual and no other statements.
6. Interment in the First Presbyterian Churchyard Memorial Garden will be in the context of Christian worship.
7. The family of the deceased whose cremated remains are buried in the First Presbyterian Churchyard Memorial Garden is responsible for engraving of the marker. The blank granite marker engraved with only the plot number (located in lower right corner) is included in the Reservation Fee.
8. The family of the deceased whose cremated remains are buried in the First Presbyterian Churchyard Memorial Garden is responsible for all other funeral expenses and the cost of cremation and inurnment.
9. All funds from the sale of rights of interment in the First Presbyterian Churchyard Memorial Garden will be maintained in the separate Churchyard Fund of the Church and used solely for maintenance, upkeep,

future improvement, development and landscaping. Funds may be invested at the discretion of the Churchyard Committee with proceeds accruing to the Churchyard Fund.

10. The Churchyard Committee may amend or supercede these Policies from time to time in its absolute and sole discretion without notice. Such Policies as so amended or superceded shall take effect at such time as directed by the Churchyard Committee and shall be applicable to prior burials and reservations then or thereafter in effect for future interment.
11. Individual memorial displays will be limited to fresh natural flowers or greenery, without any manufactured cover or container, laid directly on or immediately beside the granite marker. No vases, potted plants or vertical displays shall be allowed except for the funeral of the individual. The Church will assume the responsibility of removing such flowers, greenery, vases, plants and displays after a reasonable length of time, or whenever they appear wilted or dried out.
12. First Presbyterian Church retains the right to relocate cremated remains from the First Presbyterian Churchyard Memorial Garden to another proper location within or without the Memorial Garden or elsewhere should circumstances make such relocation necessary. Such exhumation and reburial shall be at the expense of the Church and exercised only under extreme circumstances at the direction of the Churchyard Committee in its absolute and sole discretion.
13. Priority to burial rights shall be determined by the order in which completed applications for rights for interment with full Reservation Fee are submitted to the Church, i.e., first come, first served.
14. The Reservation Fee for the right of interment in the First Presbyterian Churchyard Memorial Garden is the amount of SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$750.00), payable in full upon the execution of the reservation form by the Purchaser or Family representative. Such fee may be changed by the Churchyard Committee from time to time in its absolute and sole discretion. Any change in the Reservation Fee shall be applicable only as to reservations of rights of interment thereafter purchased.

First Presbyterian Church
1324 Marion Street, Columbia, SC 29201

CERTIFICATE OF RIGHT FOR INTERMENT OF CREMATED REMAINS

This Agreement is made the ___ day of _____, 20___, by and between the First Presbyterian Church (FPC) and _____ (Rightholder or Family Representative) and is solely for the interment of cremated remains in Plot(s) # ___ in the marked in-ground burial area in the First Presbyterian Churchyard Memorial Garden. The Family Representative grants FPC the right in perpetuity to relocate the cremated remains in the space(s) hereby assigned if, in the sole discretion of the Churchyard Committee or the Session of FPC, it is deemed that such relocation is necessary.

The Family Representative hereby acknowledges and agrees that this Agreement does not constitute a purchase or ownership of land or property or property rights therein but is merely the provision of a right for interment in accordance with the policies at the time of said interment. The Family Representative agrees to pay the sum of SEVEN HUNDRED FIFTY and NO/100 Dollars (\$750.00) per plot to FPC as assigned by the officer of the Church. The Family Representative hereby acknowledges that this is a one-time fee and is not refundable unless FPC should revoke the right of use.

The Family Representative acknowledges that the granite marker provided by FPC is the only marker allowed to be placed on the plot; also the responsibility of the Family Representative is the arrangement for cremation, purchase of urn and interment of same. FPC does not assume the responsibility for engraving of the marker; the responsibility to do so is solely that of the Family Representative and must comply with the guidelines set forth by FPC.

The Family Representative acknowledges that this Agreement authorizes only use for the Family Representative, spouse of the Family Representative, child(ren) of the Family Representative, spouse(s) of the child(ren), parents or siblings of the Family Representative or spouse. If not utilized within seventy-five (75) years of purchase, said plot usage will revert back to the First Presbyterian Church.

The Family Representative hereby acknowledges and agrees that the right under this Agreement may not be transferred or assigned either voluntarily or involuntarily and may only be utilized for said purposes or returned to FPC.

IN WITNESS WHEREOF, this Agreement has been executed on the date written above.

FIRST PRESBYTERIAN CHURCH

FAMILY REPRESENTATIVE

By: _____
E. Chandler McNair, Chairman
Churchyard Committee

First Presbyterian Church
1324 Marion Street, Columbia, SC 29201

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FIRST PRESBYTERIAN CHURCH

FAMILY REPRESENTATIVE

By: _____

**E. Chandler McNair, Chairman
Churchyard Committee**