



All Saints Memorial Garden

Trinity Lutheran Church
3701 Jefferson Avenue
Midland, MI 48640

APPLICATION

This agreement between Trinity Lutheran Church and the undersigned is for the interment of cremated human remains. Trinity Lutheran Church acknowledges the receipt of \$_____ and gives permission for the cremains to be interred in the All Saints Memorial Garden (ASMG), subject to the terms and conditions set forth in the "Policies and Procedures" of Trinity Lutheran Church pertaining to the ASMG. The undersigned acknowledges reading and understanding said terms and conditions and agrees to be bound thereby.

Information for the Deceased – for the Memorial Brick and Memorial Tree

First and Middle Name _____ (13 characters max)

Last Name _____ (13 characters max)

Date of Birth ____ / ____ / ____

Date of Death ____ / ____ / ____

Responsible Party ("Participant") _____

Relationship _____

Address where certificate should be sent _____

Signature of Responsible Party:

Name: _____

Date: ____ / ____ / ____

Signature of ASMG Trustee for Trinity Lutheran Church:

Name: _____

Date: ____ / ____ / ____



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TERMS & CONDITIONS

The terms and conditions of the agreement between Trinity Lutheran Church, Midland, MI hereinafter known as “The Church” and “The Participant” in relation to the All Saints Memorial Garden. For complete details, see the “**All Saints Memorial Garden Policies and Regulations**”.

1. The use and maintenance of the All Saints Memorial Garden “The Garden” are under the exclusive control of The Church and shall be administered through the Congregation Council to the All Saints Memorial Garden Trustees. No Participant or individual shall acquire any right whatsoever with respect to the use or appearance of The Garden or related bricks, memorial plaque or books. The Church may alter, modify, relocate or discontinue the use of The Garden or any related memorial bricks, leaves or books whenever such changes are required or desirable in the sole judgment of The Church.
2. The Participant agrees and understands that the cremated human remains will be permanently interred in The Garden and will not be recoverable. All remains will be placed directly in the ground (no container) in an unassigned space in The Garden, selected by The Church. No remains shall be removed from the space in The Garden. No Participant or any person may acquire any right in the physical location or appearance of The Garden.
3. The cremated remains of the following persons are eligible for interment in The Garden: (a) a member or former member of The Church; (b) a family member of a member of The Church (family members shall include: spouse, significant other, children, parents, brothers, sisters, grandparents, grandchildren, spouse’s children, spouse’s parents); (c) an ordained minister who served The Church; (d) a person approved at the discretion of the senior pastor.
4. An agreement fee paid in full will be required with the Application. The amount of such required payment shall be determined from time to time by The Church. The Participant’s payment hereunder is without reservation and may be used by the church for any lawful purpose. No property right of any kind is acquired by or through the Participant or the Designee.
5. Upon written notification to and approval by The Church, The Participant may change the Designee to another eligible person. Approval by The Church shall not be unreasonably withheld. A reasonable transfer fee may be charged for such services.
6. No transfer of this agreement, either voluntary or involuntary, or by operation of law, shall be made or be effective without prior written consent of The Church, which shall not be unreasonably withheld.
7. After the remains have been interred in The Garden, the name of the person will be entered in a permanent Memorial Book maintained by The Church. A memorial brick in the Garden and a memorial plaque inside the church will be inscribed with the first name, last name, date of birth and date of death.
8. The Church and those acting on its behalf shall not be liable for damage or loss to remains or other damage or loss of any kind.
9. The Church, shall from time to time, adopt administrative Rules and Regulations pertaining to the use, appearance, maintenance, costs, improvements and perpetuation of The Garden and records.
10. No formal interment of remains will be observed nor shall any flowers, plants, or decorations be allowed by anyone other than represented by The Church. A Memorial Service is allowed with a maximum of 20 persons in the Garden. Additional persons may participate from the sanctuary windows.
11. All these terms shall be binding on The Participant and any successor recognized and accepted by The Church and shall be binding on The Church and its successors.

Date: _____ Participant: _____