

POLICY

PARISH MEMORIAL GARDENS

Those parishes contemplating the establishment of a Memorial Garden or permitting the scattering of ashes on parish property are required to do the following:

- a) comply with the provisions of the Provincial Government of Alberta "Cemeteries Act";
- b) obtain the approval of the Executive Committee of the Synod of the Diocese of Calgary; and
- c) obtain the approval of the Executive Committee of the Synod of the Diocese of Calgary for the form of a written agreement (sample attached) for the Parish to enter into with the legal representatives of the estate of the deceased.

Adopted by Executive Committee: September 28, 2010

**AGREEMENT FOR THE INTERMENT OF CREMATED REMAINS
IN THE MEMORIAL GARDEN OF THE PARISH OF
[PARISH NAME]**

This Agreement ("the Agreement") is made on this ____ day of _____, 20____ between the Anglican Parish of [Parish Name] [Location] (the "Church") and _____ (the "Custodian") concerning the interment in the Memorial Garden of the Church (the "Memorial Garden") of the cremated remains (the "Remains") of _____ (the "Deceased") born on the ____ day of _____ in the year ____ and died on the ____ day of _____ in the year ____.

1. The Custodian represents and warrants that the Custodian has sole and exclusive right to authorize the disposition of the Remains of the Deceased and has obtained all necessary authority and consents to authorize the interment of the Remains in the Memorial Garden.
2. The Church agrees to provide the opportunity at a date and time mutually agreeable to the Custodian and the Church for the Custodian to inter the Remains in the Memorial Garden.
3. The Custodian understands and agrees that a member of the Clergy of the Church must officiate at the interment of the Remains in the Memorial Garden, and the Church agrees to provide a member of the Clergy of the Church to officiate at the interment.
4. The Custodian agrees that storage of the Remains shall be the responsibility of the Custodian until the time of interment of the Remains in the Memorial Garden.
5. The Custodian agrees that upon the interment of the Remains in the Memorial Garden, all right and title to the Remains shall vest wholly and exclusively in the Church and that the Custodian shall retain no right or title of any kind with respect to the Remains.
6. The Custodian agrees to indemnify and hold the Church completely harmless against any and all actions, proceedings, claims, demands, losses, damages, costs and expenses that may be brought against or suffered by the Church arising from any act or omission by the Custodian in connection with or in any way related to the disposition or interment of the Remains pursuant to this Agreement.
7. The Custodian further understands and agrees that interment of the Remains shall be accomplished by mingling the Remains directly with the earth and that the Remains shall not be placed in the Memorial Garden in a container of any kind.
8. The Custodian understands and agrees that no stone or other marker to identify the name of the Deceased or the location of the Remains shall be placed in the Memorial Garden or on the property of the Church, except as provided in Paragraph 9 of this Agreement.
9. The Church agrees to maintain a Memorial Book in the Church, wherein shall be inscribed the name and years of birth and death of the Deceased.

10. The Custodian expressly acknowledges that the Church does not represent or warrant to the Custodian or to his or her successors or assigns (a) that the Memorial Garden will remain the property of, or remain under the control or stewardship of the Church in perpetuity, or (b) that therefore the Memorial Garden will exist in perpetuity.
11. The Custodian and the Church agree that the fee for interring the Remains in the Memorial Garden shall be \$ _____, payable on or before the date of the interment, and shall include the cost of _____.
12. The Custodian waives any right to demand of the Church any action by the Church regarding the design or maintenance of the Memorial Garden.
13. This Agreement shall have no force or effect unless and until it has been approved and executed by the Corporation of the Church.
14. No term or provision of this Agreement may be amended, waived, discharged or terminated orally, but only by an instrument in writing.
15. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Parish of _____

Per: _____

Witness

Custodian

Date of Interment: _____

Payment Received: _____