

## **The Garth at Reveille United Methodist Church Terms and Conditions**

### **Definitions:**

**"Donor"** shall include the person requesting placement of cremains and all persons permitted to succeed to Donor's interest pursuant to paragraph 9, below.

**"The Church"** shall include the employees and agents of Reveille United Methodist Church, Richmond, Virginia.

**"Designee"** shall mean that person whose cremains are to be placed in THE GARTH AT REVEILLE.

**"Cremains"** are cremated human ashes.

The terms and conditions of the agreement between Church and Donor are as follows:

- 1) Custody and control of THE GARTH AT REVEILLE and matters relating thereto are and shall be vested in all respects in the Garth Administrative Committee of The Church as duly constituted from time to time. The Garth Administrative Committee works in partnership with Church Council, church staff, and general church leadership to further the Christian goals and mission of Reveille United Methodist Church.
- 2) THE GARTH AT REVEILLE is for the use of members or former members of The Church and their immediate families. Any questions of eligibility for placement of cremains in THE GARTH AT REVEILLE will be determined by the Garth Administrative Committee.
- 3) In return for a Donation, Donor receives only the following rights under the agreement:
  - a) The placement of the cremains of Designee are either interred in a biodegradable container provided by The Church (preferred) or scattered on the earth.
  - b) If desired, a nameplate engraved with the full name and dates of birth and death of Designee will be provided by The Church and will be placed on an honorarium wall in The Church.
  - c) No property right of any kind in THE GARTH AT REVEILLE is or shall be acquired by or through the donation. Except for the nameplate provided by The Church, no markers, individual plantings, or floral arrangements will be permitted within THE GARTH AT REVEILLE.
  - d) Future memorial donations may be made to The Garth Memorial Fund in memory of individuals interred in Garth Memorial Garden for perpetual care of the interment site and continuing maintenance of THE GARTH AT REVEILLE.
- 4) No Donor, Designee, or person shall have any right, expectation, or cause of action against The Church concerning the physical location, maintenance, security, or appearance of THE GARTH AT REVEILLE. THE GARTH AT REVEILLE may be discontinued or relocated to another appropriate place as the Garth Administrative Committee and Board of Trustees, in their sole discretion, may deem proper, without incurring any liability or obligation resulting from the loss or disturbance of, or damage to, the cremains of any person placed in THE GARTH AT REVEILLE.

- 5) Donor agrees and understands that Designee's cremains will be placed directly in or scattered on the earth and will not be recoverable or preserved intact.
- 6) Donor understands that the GARTH MEMORIAL GARDEN is used for many purposes, and will continue to be so used.
- 7) Donor's donation hereunder is made without any reservations, conditions, or restrictions, and may be used for perpetual care of the cremains, the long-term maintenance of the gardens in THE GARTH AT REVEILLE, and any lawful purpose deemed proper by The Garth Administrative Committee.
- 8) The Garth Administrative Committee may periodically make revisions to the rules and regulations governing the use and maintenance of THE GARTH AT REVEILLE. If it's the judgment of the Garth Administrative Committee, such action is desirable, they will amend, by revision, the terms and conditions of this agreement with respect to the donation, use, operation, and maintenance of THE GARTH AT REVEILLE.
- 9) No assignment of the Donor's rights under this agreement, whether voluntary or by operation of law, shall be made or be effective without the prior written consent of the Garth Administrative Committee in its sole discretion.
- 10) Donor may change the Designee only with the written consent of the Garth Administrative Committee.
- 11) This agreement represents the full agreement of the parties. There are no other agreements, written or oral, between The Church and Donor relating to the use of THE GARTH AT REVEILLE.
- 12) No amendments to this agreement shall be effective unless in writing and signed by Donor and Chair of the Garth Administrative Committee. All items and conditions hereof, all amendments hereto, and all rules and regulations made pursuant hereto, shall apply to and be binding upon Donor.

## **The Garth at Reveille United Methodist Church**

### **Application for the Placement of Cremains**

***Complete, sign, and print Attachments 1, 2, and 3. Return to the church office or mail to:  
Reveille UMC, Attn: Garth Application, 4200 Cary St. Rd., Richmond, VA 23221***

I, \_\_\_\_\_, hereby request the placement of the cremains  
of \_\_\_\_\_ whose date of birth is \_\_\_\_\_, in THE  
GARTH AT REVEILLE. A donation of Seven Hundred Fifty Dollars (\$750.00) is suggested as  
confirmation of intent for placement of cremains. This donation does not include the cost of  
cremation, which must be arranged by Donor independently.

**Donations by check should be made payable to Reveille United Methodist Church with  
"Garth Memorial Fund" noted on the memo line. Donations may also be made online at  
[www.reveilleumc.org/garth](http://www.reveilleumc.org/garth).**

I have read and agree to all of the attached terms and conditions governing THE GARTH AT  
REVEILLE. I have made these terms and conditions known to the person(s) below, and they  
understand that this agreement is binding on them, my personal representatives, heirs,  
legatees, and devisees. I understand and agree that The Garth Administrative Committee and  
Reveille United Methodist Church are not granting me, my personal representative, heirs,  
legatees, or devisees, any right, title or interest of any sort in or to the real property of Reveille  
United Methodist Church, Richmond, Virginia, including but not limited to THE GARTH AT  
REVEILLE.

Signed \_\_\_\_\_ (Donor) Date \_\_\_\_\_

Name of person(s) responsible for carrying out my wishes as expressed above.

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

**The Garth At Reville United Methodist Church  
Agreement to the Placement of Cremains**

This AGREEMENT is made this date\_\_\_\_\_

between **Reville United Methodist Church**, Richmond, Virginia (The Church)

and \_\_\_\_\_(Donor)

of \_\_\_\_\_ (Address).

Permission is hereby granted, subject to the regulations of The Church, for the placement in THE GARTH AT REVILLE of the cremated remains of:

Name\_\_\_\_\_.

These regulations include that a member of The Church clergy be present at all interments.

Donor acknowledges reading and understanding the THE GARTH AT REVILLE Terms and Conditions and agrees to be bound hereby.

Reville United Methodist Church  
4200 Cary Street Road  
Richmond, Virginia 23221

Signed by\_\_\_\_\_and\_\_\_\_\_

Chair, Garth Administrative Committee

Donor

Date\_\_\_\_\_Date\_\_\_\_\_

This application and acceptance will be preserved in a permanent file in Reville United Methodist Church, Richmond, Virginia.

*For Administrative Use Only:*

*Date donation received* \_\_\_\_\_

*Amount received* \_\_\_\_\_

**The Garth at Reveille United Methodist Church**  
**Information for Permanent Record**

Subject to the rules and regulations governing THE GARTH AT REVEILLE, you are hereby requested and authorized to have inscribed upon the plaque in Reveille United Methodist Church, the following information about the person whose cremains have been, or are scheduled to be, placed: (Please type or print)

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Death \_\_\_\_\_

My signature certifies the correctness of the above inscription.

Signed \_\_\_\_\_

Relationship to deceased \_\_\_\_\_

Date \_\_\_\_\_

Subject to the rules and regulations governing THE GARTH AT REVEILLE, you are hereby requested and authorized to include in the **Book of Remembrance located in the Narthex of the Sanctuary** the following information about the person whose cremains have been, or are scheduled to be, placed in THE GARTH AT REVEILLE (please type or print):

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Death \_\_\_\_\_

Place of Birth \_\_\_\_\_

Place of Death \_\_\_\_\_

Mother's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Spouse's Name \_\_\_\_\_

Children's Names \_\_\_\_\_

**Book of Remembrance** *If desired, Bible scripture, a hymn, or a poem can be added if space permits and it is approved by the Garth Administrative Committee. Please email this to: [pastoraladmin@reveilleumc.org](mailto:pastoraladmin@reveilleumc.org).*