



**TRINITY**  
EPISCOPAL CHURCH

**THE MEMORIAL GARDEN**

The Memorial Garden of Trinity Episcopal Church is located adjacent to the Church in the open space between the Church and School that is at the top of the circular driveway. It was designed and established in response to the wishes of many members of this parish family to have their mortal remains (after cremation) interred in an appropriate and dignified resting place within the Church.

For baptized persons, the consecrated grounds of the Church are a most fitting place for burial. Cremation, which makes this possible, is fully in accord with the teaching of our Church and is an increasingly widespread custom.

# THE MEMORIAL GARDEN POLICIES AND REGULATIONS

1. The Rector of Trinity shall appoint The Memorial Garden Committee (the "Committee") of three to five members and shall appoint one member the Chairman. The function of the Committee shall be to interpret and enforce the policies of The Memorial Garden and to oversee the maintenance and care. The Committee will report to the Vestry.
2. The Memorial Garden will be used to receive the cremated remains of members of the extended Trinity community. Application for usage by a Purchaser and exceptions will be reviewed by, and subject to the approval of, the Committee.
3. Cremated remains are to be interred in the manner of a columbarium but in a central container or scattered in The Memorial Garden. Individual niches, containers or urns will not be used.
4. The fee for usage of The Memorial Garden will be \$300 per internment, but the fee may be amended. The fee is to be used by the Vestry for the perpetual care of The Memorial Garden and is not refundable. No real property right is acquired by the Purchaser but only the right of usage in accordance with the Policies and Regulations.
5. The cost of a memorial plaque will be in addition to the usage fee. All plaques will be of the same design and size, which will be approved by the Committee along with the cost.
6. No flowers, real or artificial, or other items of decor may be used.
7. The exclusive right to use The Memorial Garden shall not be sold or otherwise transferred by a Purchaser without written permission from the Committee. Any sale or transfer shall be subject to these Policies and Regulations. The usage right may be surrendered to Trinity. The Committee at its discretion may waive the non-refundability regulation with respect to all or part of the usage fee.
8. Should any Purchaser fail to inform the Committee in writing of a change of address, and if the Committee is unable to locate the Purchaser with reasonable diligence, the Committee reserves the authority to cancel the right of Purchaser to use The Memorial Garden without refund.
9. No cremated remains may be interred or scattered in The Memorial Garden without an appropriate burial service approved by the Rector of Trinity.
10. No interred remains may be removed from The Memorial Garden, by Purchaser or others. However, Trinity reserves the right and obligation to relocate and restructure The Memorial Garden and the remains in the unlikely event that the Vestry determines this action to be necessary or in the event of a legal requirement.
11. Permanent records will be maintained by the Committee to include an original of the Application and Certificate of Purchase of Usage, an original Addendum of Internment (reflecting the date of the internment or scattering and other applicable information), an accounting for funds received from fees, contributions or other sources for The Memorial Garden. These funds may be invested in a separate account or as part of the Trinity Perpetual Memorial Endowment Fund as determined by the Vestry and the Committee. Trinity will be responsible for the construction of The Memorial Garden and for the maintenance and care in the future. Funding may be provided from fees, contributions, endowment funds (including the Trinity Perpetual Memorial Endowment Fund) or from the annual operating budget of Trinity as determined by the Vestry.
12. It is the intention of Trinity to exercise reasonable care in building and maintaining The Memorial Garden. However, Trinity, its Clergy, Officers, Vestry and The Memorial Garden Committee shall not be liable for damage of any nature that may occur to the container, remains or The Memorial Garden from any cause, including fire, theft, flood or any act or event.
13. The Policies and Regulations may be altered, amended or repealed at any time by action of the Vestry, and the Purchaser agrees to be bound thereby.
14. The Memorial Garden shall be built and maintained in accordance with applicable Louisiana law, and nothing herein or in the future, shall derogate from Louisiana law.

# THE MEMORIAL GARDEN APPLICATION AND CERTIFICATE OF PURCHASE OF USAGE

This APPLICATION and payment is received from \_\_\_\_\_

(PURCHASER, whether one or more), including the sum of \_\_\_\_\_ Dollars (\$) for the right of usage for interment or scattering of the ashes of:

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Designee	Date of Birth	Place of Birth
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Designee	Date of Birth	Place of Birth
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(DESIGNEE, whether one or more) in The Memorial Garden located at Trinity Church (Episcopal) hereinafter referred to as Trinity.

Upon approval, the right of usage for interment or scattering of ashes is granted subject to all conditions and limitations specified in the Policies and Regulations promulgated by the Vestry and The Memorial Garden Committee, including all future amendments, and subject to other applicable policies of Trinity.

The Purchaser (on behalf of Purchaser and Designee) hereby waives any claims and agrees to hold harmless Trinity, its Clergy, Officers, Vestry and The Memorial Garden Committee for damage of any nature that may occur to the container, remains or The Memorial Garden from any cause, including fire, theft, vandalism, flood, or any act or event.

The Purchaser agrees to inform The Memorial Garden Committee in writing of a change of address.

Purchaser acknowledges receiving, reading and understanding a copy of the Policies and Regulations for The Memorial Garden and agrees to be bound by them.

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Purchaser	Date
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Purchaser

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Approved and Authorized By:

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Memorial Garden Committee	Date
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# **THE MEMORIAL GARDEN MEMORIAL PLAQUES**

## **Reserving a Memorial Garden Plaque Space**

It is possible to reserve a singular space or number of spaces for the later installment of a Memorial Garden plaque, in order to group family members together. Please contact Ashley Eastham at [aeastham@trinitynola.com](mailto:aeastham@trinitynola.com), or 504-670-2526 to setup a time to view available spaces, and complete your reservation. This page is for your records, plaque reservations are kept on record at Trinity.

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Designee

Plaque Reservation

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Designee

Plaque Reservation

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Designee

Plaque Reservation

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Designee

Plaque Reservation

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Designee

Plaque Reservation

## **Ordering a Memorial Garden Plaque**

Ed Smith's Stencil Works  
4315 Bienville Street  
New Orleans, LA 70119  
(504) 525-2128  
[www.edsmiths.net](http://www.edsmiths.net)

Ed Smith's Stencil Works in Mid-City is the provider of the individual memorial plaques for those interred in the Trinity Memorial Garden. Only a standard size of 6" x 12" is offered. However, a variety of type and face styles are available. Please contact Ed Smith's Stencil Works directly to order, personalize and pay for the plaque. As of May 2016, the quoted price for a plaque with text only is \$362.00. Once the plaque is finished, it should be picked up from Ed Smith's and delivered to Trinity, where Trinity staff will install it in the Memorial Garden.

**THE MEMORIAL GARDEN  
ADDENDUM OF INTERMENT  
TO CERTIFICATE OF  
PURCHASE AND USAGE**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord \_\_\_\_\_, the ashes of

\_\_\_\_\_ were interred or scattered (circle selection)

in The Memorial Garden of Trinity Church (Episcopal) in New Orleans, Louisiana pursuant to the authority of the Application and Certificate of Purchase of Usage to which this Addendum of Interment is attached. This Addendum of Interment is executed by the authority of and on behalf of the Vestry and The Memorial Garden Committee by the undersigned.

\_\_\_\_\_  
Rector or Minister

\_\_\_\_\_  
Date