

Zion Lutheran Church Memorial Garden and Columbarium



The Memorial Garden at Zion Lutheran Church stands as a witness of the resurrection, and as a reminder of our connection to those saints who have gone before us in life and in death and have passed on their faith to those living now. Within the Memorial Garden stands a Columbarium for the interment of those who wish to be placed in this setting. Directly adjacent to both the sanctuary wall and the outdoor worship space, this space provides

a peaceful, quiet place of remembrance and reflection as well as a visible sign of those saints who gather with us around the throne of grace whenever the body of Christ gathers for worship of the Living God.

Since Zion's building and grounds are seen as a gift from God, every effort should be made to share that gift with all. Therefore, interment is not limited to members of Zion. As it is God's desire to care for all, it is also our desire to provide a proper burial place for those who may not have a faith community for a proper burial.

Niche Reservation

Pre-arrangements are encouraged to reserve a niche in the Columbarium Wall. Pre-arrangements are a gift to family members, knowing that at the time of death and grief, the wishes of the deceased will be fulfilled. When pre-arrangements are made, a copy of the contract will be held in the church office, and individuals will retain a copy to share with family members. Additionally, if the cost of a niche increases, a pre-arrangement secures a reservation at the current rate.

Niches will be reserved in the order that payments are received, regardless of the timing of a death. If reservations have not been made prior to a death, any unreserved niche may be purchased by surviving family members during funeral or memorial planning.

An archive of all saints interred in the Columbarium Wall, including an obituary, will be kept in the Zion church office. This archive will also include a record of memorial gifts contributed to the Memorial Garden.

Niche Pricing

The Columbarium Walls designed for Zion's Memorial Garden have thirty (30) niches. Each niche has space for two urns. The cost of one niche, whether it holds one urn or two, is \$2,000, and includes a polished bronze urn, engraved stone face plate, and perpetual upkeep of the Memorial Garden. Cremation and services at the time of the funeral, memorial, or interment is not included in the cost.



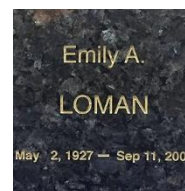
A Polished Bronze Urn containing a person's ashes will be inserted into the Columbarium Niche

There are three ways a niche can be used:

- ✘ A *companion niche* is a niche reserved for a husband and wife. If a companion niche is pre-purchased, when one urn is interred, space in the niche is reserved for the surviving family member upon death and interment.



- ✘ A *single niche* is the reservation of an entire niche for one urn only.



- ✘ A *shared niche* is offered to those who wish to be inurned with another individual but do not share the same last name (i.e., sisters with different last names, parent with child, grandparent with grandchild, life partners, two unrelated people, etc.). Zion's Memorial Garden Board reserves the right to inter non-members into shared niches.



Donations

Monetary donations are encouraged for the perpetual upkeep of the Memorial Garden, and may be given either to the general Memorial Garden Fund or for specific purposes, such as a bench, boulder, or garden foliage. All donations for designated items must be approved by the Memorial Garden Board of Trustees. Plaques and other similar designations may be allowed if approved by the Board of Trustees, but should be kept modest so as to keep the focus of our faith on the death and resurrection of Jesus Christ alone.

Upkeep and Maintenance

Regular upkeep and maintenance of the Memorial Garden is the responsibility of the Memorial Garden Board of Trustees. Either professional or volunteer labor may be used, and every effort is made to keep previous contributions made as memorial gifts. Additional plantings and other items not approved by the Board of Trustees will be removed. Artificial flowers are discouraged and will be removed from the Memorial Garden.

Board of Trustees

The Memorial Garden Board of Trustees shall include a minimum of five lay members from the congregation, and one pastor. The Board of Trustees shall meet at least quarterly. The purpose of the Board of Trustees is to give full oversight to the policies and procedures, as well as the perpetual care and maintenance of the memorial garden and columbarium. Any changes that require either expansion beyond the current borders of the garden, or funding outside of the funds dedicated for the memorial garden and columbarium, require approval from the congregational council.

Established in 2020, founding Board of Trustees include:

Rick Bilstad
Marthann Dahlen
Debbie Joncas
Elizabeth Markham
Carolyn Schultz
Pastor Joel Pancoast

CONTRACT FOR PURCHASE, RESERVATION, AND PERPETUAL CARE



Zion Lutheran Church in Loveland, Colorado, Seller, hereby agrees to sell, and the Purchaser herein named agrees to purchase, a right of inurnment and reservation of right of use in the following described niche; pursuant to and conforming with the rules and regulations of the Zion Lutheran Church Memorial Garden and Columbarium, and subject to all conditions and limitations stated herein, including future amendments to the Zion Lutheran Church Memorial Garden and Columbarium Rules and Regulations.

THIS CONTRACT is made and entered into this _____ day of _____, 20____
by and between Zion Lutheran Church, hereafter referred to as "Zion,"
and _____, hereafter referred to as "Purchaser(s)."

Columbarium Niche Selection (Row/Number) _____

- Companion Niche
- Single Niche
- Shared Niche

Purchaser(s) Contact Information

Phone Numbers: Home _____

Cell _____

Email Address: _____

Street Address, P.O. Box or other specified location for the mailing of notices or documents.

Address: _____

City, State, Zip _____

Payment Amount, Method of Payment, and Date Received: _____

WHEREAS, Zion has designated an area on its premises located at 815 E. 16th Street, Loveland, Colorado known as “The Memorial Garden”, which contains a Columbarium that is set aside as a repository for cremated ashes and Memorial Plaques those inurned there.

WHEREAS, the Purchaser desires to purchase from Zion a reservation for use of a specific niche in the Columbarium, with the Niche number assigned as _____, for the inurnment of Designee or Designees in the Columbarium subject to the terms and conditions of this Agreement and the policies for use of the Memorial Garden and Columbarium in effect from time to time; and

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants contained here, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Zion agrees to provide Purchaser and Purchaser agrees to purchase from the Church the right to the use of a Niche in the Columbarium for the cremated remains of one (1) or two (2) Person(s).
2. Zion agrees to have the Niche cover inscribed with the name, date of birth and date of death of the person(s) to be interred therein, and to provide the perpetual care. The engraved faceplate will be in uniformity with the template and design selected by the Memorial Garden Board.
3. The Niche purchase price shall be \$2,000.00 payable upon execution of this document. No reservation or interment shall be made until the Purchaser has paid in full.
4. Zion shall retain full title to all Niches and Memorial Plaques in the Columbarium, and hereby grant to the Purchaser only the right of inurnment in the designated Columbarium Niche.
5. If Zion is unable to fulfill any part of this agreement owing to an Act of God, invasion, war, riot, court order and any other unforeseen contingency, or due to mistake, fraud or misrepresentation on the part of the Purchaser, Seller’s sole obligation and responsibility shall be to return to Purchaser all monies paid hereunder and this agreement shall become null and void.
6. Zion shall not hold any cremated remains prior to the date of the memorial service or inurnment.
7. The Purchaser of a space may name a proposed assignee to whom he/she wishes to assign the reservation of use herein; however, owners of a reservation of use herein shall not assign, sell, alienate or transfer such reservation of use to another person or persons, without the prior written consent of the Zion Lutheran Church Memorial Garden Board. Any such assignee must execute an Assignment of this Agreement and accept all the terms and conditions of the contractual agreement, as well as the rules and regulations.
8. The Purchaser has read this contract and any documents governing the Columbarium, is familiar with their contents, and agrees to be bound by them.
9. The Purchaser authorizes Zion to relocate the Columbarium, his or her Niche, Memorial Plaque or therein, and any cremated remains in such Niche, to another proper location should it become necessary for any reason. This authorization shall be binding upon the heirs, executors, administrators and assigns of the Purchases.
10. The Purchaser warrants that he or she has all right, title and interest in or to the mortal remains of the person(s) designated to be interred at the Columbarium. The Purchaser further warrants that he or she has full right and warranties to execute this contract. Zion has and assumes no responsibility to inquire further into the authority of the Purchaser to execute this contract.
11. The Purchaser or his or her representative shall furnish Zion with the following information concerning the person(s) whose remains are designated for interment in the Columbarium Niche subject to this contract.

NAME: _____
(First) (Middle) (Last)

DATE OF BIRTH: _____

DATE OF DEATH: _____

NAME: _____
(First) (Middle) (Last)

DATE OF BIRTH: _____

DATE OF DEATH: _____

IN WITNESS WHEREOF, the parties have caused this contract to be executed under seal as of the day and year first above written.

Purchaser Signature

Date

Purchaser Signature

Date

Memorial Garden Board Member Signature

Date