



### I. ESTABLISHMENT AND ADMINISTRATION

- A. *Establishment.* The name of this facility is Christ Chapel Memorial Garden. The Memorial Garden consists of the landscaped areas, walkways, and the Columbaria. The Memorial Garden is owned by Gustavus Adolphus College and will be operated and maintained subject to the approval of the Gustavus President's Cabinet.
- B. *Purpose.* The Memorial Garden reflects a tradition in the Christian Church of interring human remains within the church walls or churchyard. Today, the Memorial Garden visibly proclaims the College's mission to be a caring community and it reflects the centrality of faith as one of the College's core values.
- C. *Administration.* Custody and control of the Memorial Garden, its design, landscaping and all matters relating to its operation, are entrusted in the President's Cabinet. Staff at Gustavus Adolphus College are delegated the authority to manage operations and administration, including authority to enter into Inurnment Agreements, as well as landscaping and physical maintenance of the Memorial Garden. All areas of management are subject to the direction and control of the President's Cabinet.
- D. *Records and Operation.* The College shall:
1. Execute Inurnment Agreements and inscription documents and oversee the receipt and use of the funds;
  2. Maintain all files, records, and registers for the Memorial Garden, including the identity of the Purchaser and Designated Person(s), Ashes inurned in or removed from the Memorial Garden, a diagram of the Niches, and respective assignments of Executor as required by Minnesota Statutes.
  3. Maintain the Memorial Garden, including the architecture and landscaping, and supervise all service providers, such as irrigation systems, snow removal, lighting, tree care, gardening, and lawn service.

## II. DEFINITIONS

For purposes of the Policies, the following definitions will apply:

**ASHES** The cremated remains of a human body.

**COLLEGE** Gustavus Adolphus College, 800 West College Avenue, St. Peter, MN 56082.

**COLLEGE'S REPRESENTATIVE** The College's advancement, finance, and chaplains' offices are the College's representatives as designated by the President to act on behalf of the College with respect to matters involving the Memorial Garden, including the authorization to sign documents relating to the business of the Memorial Garden.

**COLUMBARIUM** The constructed storage facility within the Christ Chapel Memorial Garden comprised of single and double Niches in which Ashes are placed in urns.

**COMMITTAL SERVICE** A short service performed by a minister or faith leader at the time of the Inurnment of Ashes.

**DESIGNATED PERSON(S)** An Eligible Person who is listed by a Purchaser in an Inurnment Agreement as a person who may be inurned in the site.

**ELIGIBLE PERSON(S)** The following persons are eligible for inurnment into the Christ Chapel Memorial Garden: current or former Gustavus Adolphus College students and/or their immediate family members, friends of the College and current or former Gustavus employees and/or their immediate family members.

**EXECUTOR** The person(s) given authority by the Purchaser to execute the details of the inurnment, Inscription, and Committal Service if the Purchaser is deceased or not able to complete this function.

**INSCRIPTION** The inscription of the name and birth and death years of an Eligible Person on Memorial Garden Niche face.

**INURNMENT OF ASHES** The placing of an urn containing the Ashes into a Niche pursuant to the terms of an Inurnment Agreement.

**INURNMENT AGREEMENT** The agreement between a Purchaser and the College by which a Purchaser acquires the sole and limited right to use a Niche in the Memorial Garden for the Inurnment of Ashes.

**NICHE** A unit designed to hold Ashes (within an urn). All niches in the Memorial Garden are *double* niches intended to hold two urns. Purchasing a *single* niche will result in the shared space being filled by another single niche holder. A niche may be purchased entirely for a single urn, pursuant to the terms of an Inurnment Agreement.

**NOTICE** As used herein, notice shall be made by written notice to the last known address provided to the College by Purchaser or through electronic communication/notification.

**POLICIES** These policies for the Christ Chapel Memorial Garden, as adopted by the College's President's Cabinet, may be amended by the President's Cabinet.

**PRESIDENT'S CABINET** The College entity as currently defined or its future equivalent with authority for the establishment, administration, and policies of the Christ Chapel Memorial Garden.

**PURCHASER** A person(s) who acquires a right to use an inurnment site for a Designated Person in the Memorial Garden by entering into an Inurnment Agreement with the College. If not the Designated Person, the Purchaser must have authority to act on the behalf of the Designated Person.

### III. POLICIES

- A. **Purpose.** The College has adopted these Policies as a statement of its intent and policy. The Policies are designed to protect the current interests of both the Purchaser and the College and to preserve the decorum and appearance of the Christ Chapel Memorial Garden over time.
- B. **Applicability.** These Policies constitute the terms and conditions governing the long-term design, operation, and maintenance of the Christ Chapel Memorial Garden and shall be incorporated by reference into all Inurnment Agreements. In entering into an Inurnment Agreement, the Purchaser shall agree to abide by these Policies, as may be amended, and any other regulations, restrictions, and conditions as may be set forth by the College and agrees that they are legally enforceable. A copy of the current Policies will remain in the College's advancement, finance, and chaplains' offices, and on the Christ Chapel Memorial Garden website.
- C. **Amendment.** The Policies may be amended, in whole or in part, at any time by the President's Cabinet, in consultation with the College's advancement, finance, and chaplains' offices. The College will give the Purchaser notice of major changes to the Policies which are defined as materially changing the function or use of the Memorial Garden.
- D. **Exceptions.** Exceptions to these Policies may be made by the College for compelling reasons, but shall not exempt any Purchaser from other regulations, policies, or restrictions that may apply. A specific exception must be approved by the President's Cabinet. The exception shall be given to the Purchaser in writing and signed by the College's Representative.
- E. **Subject to Laws.** In addition to the Policies set forth herein, the rights of a Purchaser are subject to applicable laws and regulations of properly constituted governmental bodies or agencies. A Purchaser shall abide by all applicable laws and regulations. If any portion of the Policies is deemed to be in violation of applicable laws and regulations, the College shall be given the opportunity to make the changes needed for compliance, without effect on other provisions set forth, or as amended, herein.

F. *Right of Use.* An Inurnment Agreement must be executed in order to use an inurnment site in the Memorial Garden.

G. *Right of Refusal.* The College reserves the right to refuse to enter into an Inurnment Agreement with any person or persons, for any reason.

H. *Ashes and Urns.* Only cremated human remains may be inurned in sites within the Memorial Garden. No valuables or personal items other than Ashes shall be placed in the urn or Niche. Other use of an inurnment site is prohibited. The urn must be sealed. The urn size, shape, and configuration must meet dimension restrictions for the Niche and be in good taste. Single Niches are 5.75 inches x 5.75 inches x 11.5 inches. Double Niches are 11.5 inches x 11.5 inches x 11.5 inches and designed to hold two urns. A single urn may not exceed 5.5 inches x 5.5 inches x 11.25 inches. If a person wishes to have a larger urn, they may purchase a double Niche for a single urn usage. An urn may be purchased from the College or Ashes may be placed in an urn provided by the Executor which needs to be a sealed container constructed of metal, ceramic, glass or other material approved by the College. The College reserves the right to reject a container that, in its judgment, does not meet these requirements.

I. *Inscriptions.* Niche inscriptions are limited to one or two lines for the first and last name and one line for birth and death years. The number of characters is limited by the engraving style and is identified on the engraving order. Hyphenated names are acceptable if they are the legal name. Suffixes are allowed if part of legal name. Nicknames are permitted if they are used more predominantly than the given name. Quotation marks will be used before and after a nickname. Middle initial or full middle name may be used. Maiden names may be used and may be indicated by parenthesis. Gustavus graduate years may be used. Titles are acceptable as space allows (ie: Dr., Rev.). Degrees or certifications (ie: PhD, MD, CPA) are not allowed. The College reserves the right to decide if inscriptions are appropriate. The use of such inscriptions as fraternal seals, professional designations, quotes, Bible verses, or similar inscriptions are not allowed. As long as the total inscription does not exceed three lines, it is permitted to add one of the following descriptors of a person's affiliation to Gustavus beyond the class year (ie: Professor, Board of Trustees year-year). A single Niche holder's inscription will be separated by a horizontal engraved line from the other shared niche holder's inscription. Inscriptions on Niches which have been purchased entirely for one individual will be centered on the face-plate and limited to three lines. The cost of the inscription, at the time of inurnment, is included in the purchase price of a Niche. Requests for any inscription, other than at time of inurnment, will result in additional charges as determined by the College. At any time inscription or Niche maintenance is happening, a blank face-plate will be placed so that a Niche is never left open.

- J. ***Committal Service.*** A service shall be held in connection with each inurnment. The service and inurnment must be coordinated by the Chaplains' Office. Supervision of the service may be designated to another minister or faith leader, but a representative of the Chaplains' Office shall be present.
- K. ***Time of Inurnment.*** Inurnments or other services will be made when reasonably feasible to do so after the College has received adequate notice from a Purchaser or Executor. In the event the Memorial Garden is undergoing maintenance or remodeling, inurnment shall not occur until the required construction is complete and accepted by the College. If, for any reason, the actual inurnment site cannot be opened or made available at the time of need the College may temporarily, without liability to the College, provide an alternative space, so as not to delay the inurnment service. The College has the right to refuse Inurnment of Ashes when it is impractical to do so and may suggest an alternative time or day. Acceptance of a different time or day than that originally requested will be the only remedy for the Purchaser or Executor.
- L. ***Access to Memorial Garden.*** The College reserves the right to limit access or to restrict ingress and egress to and from the Memorial Garden as it may deem necessary. Disturbances on or near the Memorial Garden area, inconsiderate behavior, and other actions deemed by the College, in its sole discretion, to be unacceptable will not be permitted. The College reserves the right to limit access and to set the hours that the Memorial Garden will be open or available for visiting or services. In the situation of military honors, rifle firing salutes and/or the playing of taps will be allowed if permitted by local ordinance.
- M. ***Decorations.*** No artificial flowers, plants, or other decorations shall be placed in the Memorial Garden, except those placed or authorized by the College. Fresh flowers may be placed next to a Niche at the time of inurnment and for up to three (3) days thereafter. The College is not responsible for items left in the Memorial Garden and may remove and dispose of any unauthorized items found in the Memorial Garden. Fresh flower arrangements may be placed in the Memorial Garden for a specific date of remembrance and will be removed after three (3) days.
- N. ***Identification of Ashes.*** The urn will be marked by the College with permanent identification prior to inurnment.
- O. ***Inurnment Register.*** The register will contain the date of inurnment, name of the decedent, age, date of birth and cause of death of every person inurned in the Memorial Garden. The register shall be open to public inspection.
- P. ***Disturbance of Ashes.*** The inurnment site specified in the relevant Inurnment Agreement constitutes the express wish of the Purchaser. The College may, but shall have no obligation to, allow changes in Niche locations or to allow Ashes to be permanently removed from a Niche. If approved by the College, no refund will be granted.

- Q. ***Removal of Ashes.*** Inurned Ashes may not be removed from College control or from the Memorial Garden without written consent of the College and the Purchaser or Executor and only for the reason of permanent removal from the Memorial Garden except as indicated in these stated Policies by the College for Memorial Garden repair or replacement.
- R. ***Inurnment Errors.*** Should Ashes be placed in the wrong location, the College will offer a new location to the Purchaser or Executor. Acceptance of the new space will be the only remedy of the Purchaser or Executor. The College will accept the costs associated with dis-inurnment and re-inurnment due to its error. Should the College resell the same inurnment site in error, the subsequent purchasing Purchaser will be given the option to either a refund of all monies paid or to purchase another available inurnment site.
- S. ***Alterations and Improvements.*** The College reserves the right to alter the Christ Chapel Memorial Garden design, to change the size or boundaries of the Memorial Garden, and to make improvements as it sees fit. All improvements of any kind of the Memorial Garden or any type of work including, but not limited to, opening and sealing of Niches, installation or removal of memorializations, inurnments, improvements or alterations, plantings or landscape care, as well as the use of materials, equipment, devices, outside agents, or products, shall be under the exclusive control and authority of the College.
- T. ***Termination or Relocation of Garden.*** The College cannot guarantee that it will be able to continue operation of the Memorial Garden forever. The College reserves the right, for whatever reason, to relocate, remove, or dismantle the Memorial Garden. Such determination will be made at the sole discretion of the President's Cabinet. In such event, the College shall give prior Notice of the intended action. For Ashes already inurned in a Niche, the Purchaser shall have the right to remove the Ashes from the Memorial Garden to relocate them to a different place of his or her choosing. Such removal and relocation shall occur, if at all, within forty five (45) days of the date of Notice by the College at the expense of the Purchaser or the Executor if deceased. If the College is unable to locate a Purchaser or Executor of the person(s) inurned, by reason of giving Notice, the College reserves the right to remove and re-inurn Ashes, at its cost, in an alternative location in a legal and Christian manner. Under no circumstances shall any person or persons be entitled to any refund from the College. Beyond providing the Notice above, the College shall not be responsible for locating the personal representation, heirs, or next-of-kin of a Designated Person to inform them of its intended action. The Purchaser agrees to abide by the decision of the College, whatever that might be, for all future time. This Policy expires if the College no longer exists.
- U. ***Verbal Instructions.*** The College is not responsible for any instructions given verbally. Rights of Purchasers are established and defined by the Inurnment Agreements.
- V. ***Warranties.*** The College makes no warranties, expressed or implied, concerning the durability or expected life or condition of the grounds, facilities, or products offered to Grantee.
- W. ***Force Majeure.*** The College shall not be deemed to be in default of these Policies or an Inurnment Agreement to the extent the performance of its obligations or its attempts to cure any breach are delayed or prevented by reason of act of God, fire, natural disaster, accident, vandalism, act of Government, shortages of materials or supplies, or any other cause beyond the control of the College. In such event, the College shall have reasonable time to complete performance or cure any breach, but in no event in excess of one (1) year.

## IV. INURNMENT AGREEMENTS

### A. *Procedure for Application and Purchase of the Use of Inurnment Sites.*

1. A Purchaser desiring to make a purchase for the right to use an inurnment site in the Christ Chapel Memorial Garden will submit a written application entitled “Inurnment Agreement” to the College. The form will include all information necessary for the College’s Representative to act on the request.
2. Upon verification of the applicant’s information and eligibility of the Designated Person(s), the College’s Representative is authorized to sign the Agreement on behalf of the College. The Inurnment Agreement shall not be binding until payment is received from the Purchaser and the Agreement is executed by the College.
3. Upon execution of the Inurnment Agreement by the College’s Representative and receipt by the College of payment in full for the inurnment site, the designated inurnment site will be reserved for the Purchaser.
4. The Purchaser and the College will both be provided a copy of the executed Inurnment Agreement.
5. Niche selection will be made at the time of purchase.
6. The purchase price for a Niche shall include the cost of the initial Inurnment of the Ashes and engraving of Niche face with the name and birth and death years of the person whose ashes are inurned. The purchase price shall also include maintenance of the Memorial Garden in general and the maintaining of records for use and administration of the Memorial Garden.
7. The Inurnment Agreement and Purchaser’s rights therein may not be assigned, transferred, or inherited without the written consent of the College and shall not be subject to the claims of creditors.

B. *No Real Property Right.* The Inurnment Agreement is only a license to use a designated inurnment site in the Christ Chapel Memorial Garden. No real property right or interest is created or transferred to Purchaser by the Inurnment Agreement or by these Policies.

C. *Memorial Gifts.* The College reserves the right to establish and control a Christ Chapel Memorial Garden Fund or its equivalent. All money received for the Memorial Garden Fund will be placed in this established fund with the principal and all accrued interest made available to the College for the purposes of relocation, removal, defraying of expenses involved for the continued operations of the Memorial Garden areas, Christ Chapel facility maintenance, or projects. Donations to the Christ Chapel Memorial Garden Fund are welcomed and encouraged for the perpetual care of the Memorial Garden.

- D. ***Payment.*** Payment to the College, through the College's Representative, for the use of an inurnment site in the Memorial Garden shall be in such amount and in such a manner as designated on the Inurnment Agreement. The Purchaser's payment for use of a site in the Memorial Garden is made without any reservation, conditions, or restrictions. Payment in full must be received prior to inurnment. Payment must be made by check, no credit cards accepted.
- E. ***Limitation of Liability.*** It is the intention of the College to exercise reasonable and ongoing care to maintain the Christ Chapel Memorial Garden. However, neither the College nor any person acting for the College assumes or shall have any liability or responsibility for the preservation or loss of, or damage to the Ashes of any person inurned in the Memorial Garden, or for any loss or damage relating to the Memorial Garden from acts of God, vandalism, theft, or other causes or contingencies. In the event of any breach of the Inurnment Agreement by the College or its agents, the Purchaser's sole remedy shall be the return of the original purchase price. Purchasers shall have no other rights or remedies in law or equity.
- F. ***Application of Policies to Inurnment Agreements.*** These Policies and all amendments, alterations, changes or modifications thereof shall apply to and be binding on the Purchaser or any person succeeding to any right under the Inurnment Agreements.
- G. ***Termination of Inurnment Agreement.***
1. **Repurchase of Site by College.** If there has been no prior inurnment and the Purchaser (or Executor if the Purchaser is deceased) determines that the inurnment site is no longer needed, the College shall have a right to repurchase the inurnment site, but shall have no obligation to do so. Upon thirty (30) days written notice to the College of a request to repurchase, the College may, at its sole discretion, agree to repurchase the Purchaser's rights. If it elects to repurchase, the College shall pay eighty percent (80%) of the sum paid by the Purchaser at the time of purchase. The remaining twenty percent (20%) of the original payment shall be retained by the College for its administrative cost. There shall be no right to the Purchaser for any accrued interest.
  2. **Transfer of Niche by Purchaser to Eligible Persons.**  
Inurnment sites may not be sold, transferred, or assigned by a Purchaser without the prior written consent of the College's Representative. If a Purchaser transfers an inurnment site with the prior consent of the College, the name, address, telephone number, and eligibility of the proposed transferee shall be forwarded to the College's Representative for review and written approval. Purchaser is required to complete the Niche Transferral document and Transferee is required to complete a new Inurnment Agreement. Any attempted transfer or assignment of a niche without a valid Inurnment Agreement shall be null and void and of no effect.



3. Removal of Ashes Inurned. In the event there has been an inurnment in a Niche and the Executor of the person whose Ashes have been inurned wish to permanently remove the Ashes from the Niche, the College shall, upon thirty (30) days written notice to the College of such request and receipt of the appropriate court order to identify the authority, release the urn to the Executor, immediate family member or personal representative. If the Niche is no longer required by a Purchaser or Designated Person(s), control of the Niche reverts back to the College by a release from the Grantee or Designated Person(s). There will be no return of purchase funds.
4. Vacant Niches. Niches vacant for five (5) years following the death of the Designated Person(s) revert back to the control of the College following reasonable attempts to contact the Purchaser or Executor. There will be no return of purchase funds.
5. Conversion of Niche to Charitable Gift. If the Purchaser (or Executor if the Purchaser(s) is deceased) determines that the niche is no longer needed, the purchase funds may be converted to a charitable gift to the College. Upon thirty (30) days written notice to the College of a request to convert the purchase of the niche to a charitable gift, the College may, at its sole discretion, credit partial or full sum paid by the Purchaser, as a charitable gift as of the date the Niche Transferral document is signed. The Purchaser shall receive a charitable gift receipt for the transaction.