ST. THOMAS THE APOSTLE
episcopal church & school

CONTRACT FOR INTERMENT RIGHTS

ST. THOMAS THE APOSTLE EPISCOPAL CHURCH (Nassau Bay)
MEMORIAL GARDEN

Eligibility

1. Communicant/parishioner or former communicant/parishioner of St. Thomas the Apostle Episcopal Church
2. Other immediate family members of a communicant/parishioner or former communicant/parishioner to include spouse or children or as approved by the Rector on a case-to-case basis (*please include any exceptions to immediate family on Attachment 2).*
3. Interment shall be available only to communicants who received burial rites at St. Thomas unless granted exception by the Rector.

Cost

1. Costs are shown on Attachment 1 to this document. Checks should be made payable to St. Thomas the Apostle with "Memorial Garden" in the memo line. Fees are non-refundable, unless approved by the Rector and Senior Warden or his/her designee.
2. Payment plans may be made at the joint discretion of the Rector and the Senior Warden (or his/her Vestry designee).
3. Space costs must be paid in full prior to interment
4. All costs of interment are the responsibility of the communicant/parishioner or communicant's/parishioner's representative including:
   a. Cremation/ashes of the deceased
   b. Memorial service costs

Reserving Space(s)/Space Restrictions

1. A space (6" x 6") may be reserved for one or more family members.
2. A space (6" x 6") may be reserved only by payment by a check (or other payment method) made payable to St. Thomas the Apostle in the amounts indicated on Attachment 1.
3. Reserved spaces (6" x 6") require completion of Attachment 2 to this document
4. Signed agreement(s) between St. Thomas the Apostle Episcopal Church and the party/parties reserving space in the Memorial Garden are required.
5. Scatter areas (6"x6") may be used for more than one cremated remains.
6. Spaces/scatter plots will NOT be marked by an external map, but accounted for internally. Plot locations are confidential and only available to plot holders/legal successors.

Transferability/Sales

1. Spaces may not be transferred or sold without the permission of the Rector and Senior Warden or his/her Vestry designee and must meet eligibility criteria for the transfer.
2. Upon request, the Rector and Vestry may, *at their sole discretion*, agree to repurchase a niche for 25% of the original purchase price.
3. If the deceased is not interred within six (6) months of the time of death, the space will revert to church property without refund.

Transferability/Sales, continued

4. Plot space and location may be exchanged subject to the rules and regulations herein from the original space to a different scatter plot in the memorial garden when approved by the Rector and Senior Warden or her/his designee.
5. Exchanges of space by size increase are subject to current plot prices with the original price deducted from the current cost of the plot.

Containers/Urns/Plaques

1. Interments/scattering of cremains may NOT include any permanent containers, including metal, plastic, or wood.
2. Initial inscription plaques shall be furnished as part of the memorial purchase price and shall conform to size, materials, type style and content set St. Thomas the Apostle Episcopal Church. Content shall include only the name of the deceased, year of birth and year of death. Inscription plaques will NOT mark the scatter plot, but refer to garden in general.
3. St. Thomas will not be responsible or liable for the identity of the cremated remains.

Opening of Niches/Removal of Ashes

1. Ashes, once scattered, are irretrievable.

Notifications - Plot/interment right holders are responsible for notifying St. Thomas the Apostle Episcopal Church of address changes. Without such notification, the address on file shall be considered sufficient and proper legal notification for any and all purposes whether or not so specified herein.

Exceptions – Any exception to literal enforcement of the rules as set forth herein shall be made only by recommendation from the Rector in concert and coordination with the Senior Warden or his/her designee.

ACKNOWLEDGEMENT

I have received, read and do agree to all the terms and conditions set forth in this document including attachments for the interment in the St. Thomas the Apostle Episcopal Church (Nassau Bay) Chapel and Columbarium.

Right Holder	**St. Thomas the Apostle Episcopal Church Nassau Bay, Texas**
Printed Name of Right Holder	Printed Name of Rector or Vestry Designee
Signature of Right Holder	Signature of Rector or Vestry Designee
Date	Date

Attachment 1 – St. Thomas Memorial Garden Schedule of Fees

*Plot fees include the initial inscription plaque. Replacement inscriptions will be the responsibility of the plot holder and subject to the then-current fees for such change.

Plot Prices effective January 1, 2024

Single Plot	*$500*
Double Plot	*$900*
Triple Plot	*$1200*
Quad	*$1500*

Attachment 2 – Required Information for Reserved Space

Note: This form must be completed at the time a space in the St. Thomas the Apostle Episcopal Church Memorial Garden is reserved/paid

Name _____

Mailing Address: _____, _____, _____, _____, _____
Street or Post Office Box, City, State, Zip

Email address: _____ Telephone (home) _____ Telephone (cell) _____

Number of spaces: _____

Full names and relationship of persons for whom these spaces are intended – *include your name if applicable*

	Relationship to Applicant
_____	_____
_____	_____
_____	_____
_____	_____

Exceptions: Please explain any exceptions to Eligibility as described on page 1. _____
_____
_____
_____

In making this contract, it is understood that reservation/use of the space occurs, shall at all times be subject to all then standing rules and regulations regarding the St. Thomas the Apostle Episcopal Church Memorial Garden.