

**POTOMAC PRESBYTERIAN CHURCH**

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**DECLARATION OF COVENANT**

**AND**

**TERMS AND CONDITIONS**

**FOR THE**

**POTOMAC PRESBYTERIAN CHURCH**

**MEMORIAL GARDEN**

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**As Adopted by the Session**

Potomac Presbyterian Church, as evidence of its covenant with Jesus Christ, and as evidence of its covenant to provide for the spiritual needs of its members, on the 10 day of Dec, 1991, has established and consecrated a Memorial Garden for purpose of commemorating the lives of individuals whom we have loved and who have passed from this life and for the purpose of the perpetual care of the earthly remains of those individuals.

The Session of the Potomac Presbyterian Church, as evidence of its commitment to guide and govern the Church, has established covenants, terms and conditions for the operation, use, and maintenance of the Memorial Garden and for the granting of privileges relating to the Memorial Garden.

1. Control of the Memorial Garden shall be vested in the Session ("Session") of the Potomac Presbyterian Church ("Church"). The Memorial Garden, its Niches, the Memorial Plaque(s), and their use and maintenance, are at all times subject to the governance of the Session. The Session may assign operating responsibility to a committee or individual within the Church. Terms of any Grant of Privilege ("Grant", "Privilege to Inter", "Privilege to Memorialize") may be modified, revised, repealed and restated at such time or times as the Session, in its sole and absolute discretion, may so decide. Those covenants, terms and conditions shall be set forth in a Declaration of Covenant ("Covenant", "Terms and Conditions") or in the minutes and other records of the Session and of the Church.

2. Persons ("Petitioners") who want to use the Memorial Garden for interment of ashes, placement of a memorial plate, and other purposes shall present a written request to the Session stating those purposes. When a request is granted by the Session, Petitioner will acquire the privilege to use an assigned Niche and/or to conduct other commemorative actions under terms set forth in the Terms and Conditions governing the Memorial Garden. At the time of the Grant by the Session, it is anticipated that Petitioner will be a member, or former member, of Potomac Presbyterian Church; however, at the discretion of the Session, commemorative plates and ashes of non-members may be accepted.

3. Use of a Niche (within the stated capacity of the Niche) shall be limited to the cremated human remains of Petitioner and/or of those persons as may be designated in writing by the Petitioner. Any designation may be changed by the Petitioner by written notice to the Session or, following the death of Petitioner, by an appropriate designation in a last will and testament admitted to probate, unless such admission to probate shall have been waived.

DULY AMENDED ON THE 19<sup>TH</sup> DAY OF NOVEMBER, 2018, BY THE SESSION OF THE POTOMAC PRESBYTERIAN CHURCH, POTOMAC, MARYLAND

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Clerk of Session, Potomac Presbyterian Church

4. Any Privilege granted to the Petitioner shall not pass by any residuary or other general clause of a will, and shall not be conveyed, assigned, or transferred. Neither shall the Session be obliged to recognize any claim of any such privilege in any heirs or distributees of a Petitioner. If Petitioner desires to convey, assign, or transfer any privilege granted by the Session, Petitioner shall submit the name of the assignee or transferee to the Session, which reserves the right to withhold consent for any reason which the Session, in its sole and absolute discretion, shall deem proper. In the event consent is withheld, the Petitioner may continue to personally retain the privilege or may relinquish that privilege and may in writing request the Session to return the funds previously contributed by Petitioner pertaining to the Niche or to other proposed act of commemoration. If consent is given to conveyance, assignment, or transfer, the Terms and Conditions of the Covenant shall be binding on any assignee or transferee, and that person shall execute and deliver written covenants as may be requested by the Session.

5. A Pledge Contribution Amount related to use of a Niche and to placement of other commemorative plates shall be established from time to time by the Session. The Session shall have the obligation to obtain satisfactory evidence of fulfillment of the Pledge Contribution prior to interment or placement of other commemorative plate.

6. Each Niche will accommodate as many as four (4) standard size urns. Cost of an urn is to be borne by Petitioner. The type, size, shape and design of any urn or other receptacle containing ashes to be interred shall be subject to approval by the Session. Inscriptions on the capstones of each Niche shall be on a bronze plate sized 10" x 3" and shall be limited to the name, date of birth

and date of death of the deceased. The lettering shall be standardized for all plates, as determined by the Session. Petitioner shall pay for the cost of plates and inscriptions, which shall be purchased and mounted by the Church.

7. No urn shall be removed from a Niche without prior consent of the Session and the surviving spouse or next of kin of the deceased.

8. If a Niche is voluntarily vacated or the Privilege to Inter is surrendered, all rights with respect to such Niche revert to the Session.

9. In the event that the Session in its sole and absolute judgement shall at any time deem it necessary to change the location of the Memorial Garden, the Session will have the right to make such changes as it deems proper.

10. The Session, or its designee, will arrange for the opening and closing of Niches. A fee will be charged each time a Niche is opened and closed to insert or remove an urn. This fee will cover at least the actual cost of the masonry work.

11. Plates will be made available on a Memorial Plaque for Petitioners who want to commemorate Related Persons who are not interred in the Memorial Garden. The Plate(s) will be inscribed with the name, date of birth and date of death of the person being memorialized. The Pledge Contribution Amount for these Memorial Plates will be established from time to time by the Session, and the Session will have the obligation to obtain satisfactory evidence of fulfillment of the Pledge Contribution prior to inscription. The size, shape and character of the Memorial Plaque(s), Plates and inscriptions will be in accordance with standards established by the Session.

12. The Church will endeavor to maintain the condition and appearance of the Memorial Garden but does not accept or assume any responsibility with respect to the urns placed within a niche.

Petitioner accepts and assumes the sole responsibility with respect to the urns placed within a niche.

13. All services in the Memorial Garden shall be conducted with the permission of the Session.

Flowers may be placed in the Memorial Garden as approved by the Session.

14. If any Niche is not used within 75 years of purchase, and the person entitled to designate ashes is not known or found, and no written notification of the designation of ashes has been made, the Niche shall revert to the Session and the Session shall be free to grant new use of that Niche, after publication of notice in a newspaper of general circulation in Montgomery County, Maryland.


15. The Session shall maintain appropriate, permanent and secure records of all Pledge Contribution Amounts, transfers, and donations to the Memorial Garden.

16. Petitioner and the Session both acknowledge the limitations of human institutions. In the event the Church is moved to a different location, the Session will seek to provide facilities of equal quality for the re-depositing of the urns committed to its care. The Session shall exercise maximum effort to notify surviving heirs of the new location. In the event the Church shall cease or be dissolved, the Session shall attempt to notify surviving heirs of that event. In both circumstances, Petitioner and Session shall endeavor to continue its commitment with understanding and compassion and neither will expect or demand the other to perform acts not able to be achieved.

17. Any controversy or claim arising out of, or relating to, this covenant, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or in accordance with any other rules agreed upon by the parties, and judgement upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. In deciding any controversy or claim, the arbitrator shall give more consideration to the Christian covenants of the parties than to the legal arguments and rights proclaimed.

18. All Petitioners shall be subject to these Terms and Conditions as they now exist and as they may be modified, revised, repealed and restated at such time or times as the Session, in its sole and absolute discretion, may so decide. All privileges to inter, privileges to memorialize, interpretations and constructions of these Terms and Conditions and the determination of all questions arising hereunder shall be made solely by the Session (or, in situations requiring prompt action, by the Pastor and two currently serving members of the Session) and, when made, shall be final and conclusive.

DULY ADOPTED ON THE 20 DAY OF Jan, 1992 BY THE SESSION OF THE POTOMAC PRESBYTERIAN CHURCH, POTOMAC, MARYLAND.

  
Clerk of Session  
Potomac Presbyterian Church