Whereas, the Diocese of Southwest Florida owns and maintains two properties where the cremated remains of human persons may be interred: St. Thomas Chapel Memorial Garden at DaySpring and St. Bartholomew Cemetery,

And whereas, it is written in Diocesan Canon XIV, Section 7 that written policies be established regarding remains interred or maintained in a columbarium, cemetery or memorial garden,

The following Interment Policy is adopted by the Diocesan Council of the Diocese of Southwest Florida:

1. For St. Thomas Chapel Memorial Garden, the intent is that interment of cremated remains be reserved for clergy and their families. All other requests for interment shall be reviewed on a per case basis.

2. For St. Bartholomew Cemetery, the intent is that interment of cremated remains be reserved for Episcopalians and their immediate family. All other requests for interment shall be reviewed on a per case basis.

3. It is understood that interment of cremated remains may be refused under any circumstances.

4. It is understood that any liturgy associated with interment will be presumed to come from the Book of Common Prayer.

5. It is understood that no conveyance of title but only transfer of the right to the use and occupancy. Diocese of Southwest Florida (hereafter, “SWFL”) does not agree to perform, arrange, or pay for the cremation of the bodies of persons to be interred. No human remains shall be accepted for interment in the soil unless and until said remains have been cremated and transported to the burial location in a durable container, that is well marked with the identification of the person (name, year of birth and year of death). The ashes will be poured from the container into the burial location and the container will be disposed of.
4. Cremated remains will be placed directly in the ground and are presumed to be unrecoverable in the future. SWFL has no responsibility for attempting to locate or remove the remains in the future.

5. SWFL has the right to relocate the St. Thomas Chapel Memorial Garden at DaySpring or St. Bartholomew Cemetery and all contents thereof without permission of the Purchaser or Designee.

6. It is the responsibility of the Purchaser or Designee to inform the office of SWFL of any changes in contact information.

7. In addition to maintaining the premises, SWFL shall oversee all measures towards any improvement and beautification.

8. The grounds are owned, managed and operated by SWFL. All plantings, furnishings, or ornamentation of any kind may only be permitted and approved by the Bishop or his/her delegate.

9. The office of SWFL requires that they be notified at least one week prior to any desired interment, in order to have ample time to fulfill the obligations of the Agreement.

10. The Secretary of the Diocese of Southwest Florida (corporation) is authorized to sign the Contract Agreement concerning interment.

11. Interments are not permitted on Sundays, legal holidays or after 4pm Monday through Saturday.

12. It is required that a brass plaque, or other identifying memorial as designated by SWFL, be purchased. The engraving of the name plate (surname, given name, year of birth and year of death) is limited to 20 spaces and characters per line. All inscriptions must be approved by SWFL. No other engraving of any kind will be allowed.

11. As is SWFL and its facilities, these burial locations are smoke free areas.

12. Visitors are asked to be respectful when in these burial locations and in keeping with this request, are asked to please put all cell phones on silent mode or turn off.

13. Visitors are not allowed to leave flowers, plantings, flags, banners, pictures, religious objects, or ornamentation of any kind on the grounds.
Exhibit A

AGREEMENT FOR USE OF
ST. THOMAS CHAPEL MEMORIAL GARDEN AT DAYSpring
OR
ST. BARTHOLOMEW CEMETERY

THIS AGREEMENT, made this ____________ day of _______________ 20________ between the Bishop of the Diocese of Southwest Florida (hereafter called “SWFL”) and ____________________________
(hereafter called the “Purchaser”), of ________________________________________________
__________________________________________________________________________________
(address and phone number).

WITNESSETH:

SWFL, by these present, acknowledges receipt of consideration of $250.00 from and grants the Purchaser the right to bury the cremated remains in either: St. Thomas Chapel Memorial Garden at DaySpring OR St. Bartholomew Cemetery (circle one) of ____________________________
(hereafter called the “Designee”), of ________________________________________________
__________________________________________________________________________________
(address), subject to the terms and conditions set forth in the Interment Policy of SWFL and all rules and regulations established by the Diocesan Council of SWFL.

Purchaser by these present acknowledges receipt of the Interment Policy and understands said terms and conditions and hereby agrees to be bound by such terms.

THE DIOCESE OF SOUTHWEST FLORIDA

By________________________________________________________
Secretary of the Diocese of Southwest Florida (corporation)

By______________________________________________________
Purchaser