

**FAITH LUTHERAN CHURCH**  
**MEMORIAL COURTYARD POLICIES AND RULES OF OPERATION**

Faith Lutheran Church (the “Church”) has adopted these Memorial Courtyard Policies and Rules of Operation (“Courtyard Rules”) to govern the operation of the Faith Lutheran Memorial Courtyard (“Memorial Courtyard”).

Cremated remains of members of the Church’s congregation, members’ families, and former members and their families may be interred in the Memorial Courtyard. The Senior Pastor, or other person designated by the Executive Committee, may extend the use of the Memorial Courtyard to others at their discretion, but will not be required to do so. Before any individual is interred in the Memorial Courtyard, the Church and the Purchaser of the interment rights must execute an Interment Agreement for approval by the Senior Pastor, or in the Senior Pastor’s absence, the Executive Committee.

The Church will retain a copy of the Interment Agreement, as well as the deceased individual’s place of death and the date and location of the interment. These records will be maintained either electronically or in paper form. Any paper copies will be kept in a fireproof container within Church offices.

Ashes will not be interred in containers, but will be placed at least 12 inches below the surface of the earth. No markers of any kind will be used to indicate the place of the interment. No ornaments, furniture, or plant materials (real or artificial) will be allowed in the Memorial Courtyard except those provided or approved by the Memorial Courtyard Team at its discretion.

All reasonable efforts will be made to comply with the desired date of interment. If, however, soil conditions prevent the preparation of the site, another mutually suitable date will be set.

Nameplates on a “Committals” plaque will commemorate those whose ashes are interred in the Memorial Courtyard, but only those as provided by the Memorial Courtyard Team in its discretion may be used. Fraternal, patriotic, lodge markers and similar markers will not be permitted.

Nameplates on a “Remembrance” plaque will commemorate those who are not interred in the Memorial Courtyard, but only those as provided by the Memorial Courtyard Team in its discretion may be used. Fraternal, patriotic, lodge markers and similar markers will not be permitted.

Nameplates will contain the name and date of birth/death of the deceased. Nameplates will be mounted on the exterior face of the Memorial Courtyard, generally in chronological order of death, and positioned in vertical columns from top to bottom. If interment is purchased for both spouses, space will be reserved so that the spouses’ names will be displayed contiguously, but this same provision is not extended to other family members.

An interment fee approved by the Council will be charged by the Church. The fee may be modified at the discretion of the Senior Pastor, Senior Pastor’s designee, or Executive Committee on an individual basis, for good cause. Once an Interment Agreement has been received, approved by the Senior Pastor or Executive Committee, and fully paid, no future charges shall be made with the exception of a charge if additional nameplates are requested. An Interment Agreement may not be transferred or sold for the use of another person and will not be refunded if unused. The fee must be paid prior to interment.

All such appropriate fees shall apply, separate and apart from the Agreement. The Purchaser is also responsible for securing the services of a crematorium.

The Church respects the sanctity of the Memorial Courtyard and will reasonably maintain it in accordance with Ohio Revised Code Section 4767.09(A) and the applicable rules in the Cemetery Minimum Maintenance Guidelines as published by the Ohio Cemetery Dispute Resolution Commission and amended from time to time. The Church reserves the right to remodel, alter, relocate, or reconfigure the plan and/or structures within the Memorial Courtyard for any purpose deemed necessary.

Services for the interment of ashes shall be under the direction of the Senior Pastor.

Only human cremains shall be interred in the Memorial Courtyard. No pet remains shall be buried there.

The Memorial Courtyard may be used for Church-related events such as ceremonies and other celebrations.

These Courtyard Rules may be modified from time to time by Faith Lutheran’s Church Council.

## Governance

The Memorial Courtyard shall be subject to governance as Faith Lutheran's Congregation Council shall determine from time to time. At this time a Memorial Courtyard Team (the "Team") of at least three persons including a chairperson will oversee the Memorial Courtyard. Such Team shall be accountable to Council and shall submit reports, including financial reports, to Council at least quarterly each calendar year. Deposit checks and/or payment checks for interments shall be made payable to Faith Lutheran and should note Memorial Courtyard Interment on the memo line. Any checks written on behalf of Faith Lutheran Memorial Courtyard shall be prepared, executed and deposited pursuant to standard operating procedures at Faith Lutheran.

The Team is responsible for ensuring the cemetery's compliance with Ohio cemetery registration and maintenance requirements under Ohio Revised Code Section 4767.09. The registration certificate will be posted in a conspicuous place on the cemetery's premises. The Team will be responsible for preparing the Church's registration renewal documents for the Memorial Courtyard, which must be submitted to the Ohio Division of Real Estate and Professional Licensing (the "Division") annually on or before September 30. A current copy of the Courtyard Rules will be submitted with the annual renewal of the Memorial Courtyard's registration. If any information submitted on the annual registration form changes (e.g., the Memorial Courtyard's name, address, or contact information), the Church will provide written notice of the change to the Division.

The Team will maintain a list of persons authorized to sell interment rights on behalf of the Church ("Authorized Persons"). If an Authorized Person is terminated, or new individuals become Authorized Persons, the Team will submit, or cause to be submitted, a revised list reflecting the current Authorized Persons within the calendar quarter following the termination of or addition of new Authorized Persons.

In the unlikely event that Faith Lutheran and/or the Faith Memorial Courtyard cease(s) to operate or falls into corporate dissolution, Faith Lutheran and/or the Team shall not be responsible for notifying next of kin, heirs, direct descendants, or family of the memorialized deceased, but as a courtesy may elect to do so provided that personnel and funding permit such efforts.