

MADISON CHRISTIAN COMMUNITY MEMORIAL GARDEN
RULES AND REGULATIONS

1. **PROPERTY RIGHTS:** The purchaser acquires no property rights to a plot (s) in the Madison Christian Community (MCC) Memorial Garden and agrees that said areas are at all times under the sole ownership and control of MCC in Madison, Wisconsin.
2. **PLOT:** A plot is a designated space marked by a memorial stone 18"x18" with burial of cremains. The owner will provide containers (6" width limit), if desired. A purchaser may request a specific plot for purchase if it is available.
3. **MEMORIAL STONE:** A memorial stone is a 12"x12" stone without cremains.
4. **FLOWERS:** Only unconfined cut flowers may be placed on the plot or memorial stone.
5. **DESIGNATION OF PLOT:** The use of a plot shall be limited to the cremains of such person(s) and no others as specified in writing by the purchaser at the issuance date of the Certificate of Agreement. Such designation shall be filed with MCC and may only be changed by the purchaser during his/her lifetime by written notice to MCC or at his/her death by a specific provision in his/her last will and testament admitted to probate.
6. **TRANSFER OF THE RIGHT TO PLACE CREMAINS:** Transfer, bequest or change of the right to place cremains in a plot shall be made only with the approval of the Board of Trustees and shall not be effective until registered with the Board. An approved transferee shall have all the rights of the original purchaser and shall be bound by all the terms and conditions to which the purchaser was subject.
7. **REMOVAL OF CONTAINED CREMAINS:** Contained cremains may be removed from the plot with the written consent of both (a) the Board and (b) the surviving spouse or next-of-kin of the deceased. Uncontained cremains may not be removed.
8. **TERMINATION OF MEMORIAL GARDEN:** the right to place cremains shall continue only so long as the property is owned by MCC. In the event of the sale of MCC property, this right shall cease. Upon notification by the MCC of such impending sale, the surviving spouse or next-of-kin of the person whose contained cremains are in the plot shall have the right to remove the contained cremains. If none of these persons choose to remove the contained cremains upon notification by the MCC of the impending sale, the purchaser, or, if the purchaser is deceased, the purchaser's legal representative may remove the contained cremains. If none of these persons removes the cremains within a reasonable time, the MCC shall have the right to remove the cremains and relocate them in such a manner as it considers appropriate.
9. **CONFIGURATION OF THE MEMORIAL GARDEN:** The MCC reserves the right to enlarge, modify or relocate the Memorial Garden. If any plot is affected, the MCC shall substitute for the plot another of substantially like size and character in which event the purchaser shall have the same rights in such substituted plot as are hereby granted.
10. **VOLUNTARY SURRENDER OF THE RIGHT TO PLACE A CONTAINER:** The right to place a container in a plot may be voluntarily surrendered in any of the following ways:
 - a. By the purchaser during his/her lifetime and before any remains have been placed in the plot, by written notice to the Board. Eligibility for refund is subject to the provisions of Item 11 below.
 - b. By the purchaser during his/her lifetime and after the removal of any contained cremains as provided in Item 6 above, by written notice to the Board.
 - c. After the purchaser's death and the removal of any cremains as provided in Item 7 above shall be deemed to be a voluntary surrender.
 - d. After the purchaser's death, if the person designated by the purchaser for placement in a plot notifies the Board in writing that he/she does not intend to have his/her cremains placed in the plot, such notice will be deemed to be a voluntary surrender. Eligibility of refund is subject to provisions of Item 11 below.
 - e. After the purchaser's death, if the person designated by the purchaser to have his/her cremains placed in a plot dies or has died and is interred elsewhere, such interment will be deemed to be a voluntary surrender. In such event, all rights with respect to the plot revert to the MCC without reimbursement to the purchaser or his/her assets. except as provided in Item 11 below.

11. PROVISIONS FOR REFUNDS: If a purchaser voids the contract of purchase of a plot or memorial stone within 10 days after the date of the initial payment, the Board shall, within 30 days after the contract is voided, refund all money paid by the purchaser for the plot/stone and any undelivered merchandise (Sec.440.92(2)(c), Wis.Stats.). After this time period has elapsed, a purchaser may return any unused plot/stone space to MCC; MCC shall refund 70% of the original purchase price to the person who returned the unused plot/stone after the sale of the next plot/stone has occurred.

*Copies of the full text of the Memorial Garden by-laws are available from the MCC office and online at <https://www.madisonchristiancommunity.org>