



SAINT
JOAN
OF
ARC

4537 Third Avenue South
Minneapolis, MN 55419-5111
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Thank you for considering reserving a space in the Saint Joan of Arc Memorial Garden. Enclosed is a copy of our purchase agreement. Please read through the purchase agreement completely, fill out the first and last page with a check made out to St. Joan of Arc and add Memorial Garden on the memo line. Currently the cost is \$600. You can send the complete form to the Parish Center, 4537 3rd Ave S, Minneapolis MN 55419 or drop it off at the Parish Center front desk. Once we have received the completed agreement, Fr. DeBruycker will sign off on the last page and you will be sent a copy for your files. We will maintain the original copy in our files.

This purchase agreement covers a space in the garden, opening and closing the grave, the presence of a priest for the burial, your name and birth-death years on the church memorial wall and perpetual care of the garden. Specific spaces are not reserved.

There is no need for a meeting to complete the process, but please feel free to call the Parish Center (612-823-8205) if you have any further questions about the Memorial Garden.

Thank you!

Pam Oleson-Kremer
SJA Memorial Garden Administrator
pkremer@stjoan.com



**THE CHURCH OF ST. JOAN OF ARC IN MINNEAPOLIS
MEMORIAL GARDEN
PURCHASE AGREEMENT AND
RESERVATION OF RIGHT OF USE**

The Church of St. Joan of Arc in Minneapolis, a Minnesota corporation, hereby agrees to sell, and the Purchaser herein named agrees to purchase, a right of interment and reservation of right of use in the following described property, according to the plot of the Garden described herein; pursuant to and conforming with the rules and regulations of the St. Joan of Arc Church Memorial Garden, and subject to all conditions and limitations stated herein, including future amendments to the St. Joan of Arc Memorial Garden Rules and Regulations.

Mr. Mrs. or Ms. _____

(Purchaser)

Street Address, Post Office Box or other specified location for the mailing of notices or documents.

Address: _____

City, State, Zip: _____

Phone Number: _____

e-mail address: _____

Purchaser agrees to purchase and Seller agrees to sell the following at the Church of St. Joan of Arc Memorial Garden, located in Minneapolis, Minnesota.

Right of Interment and Reservation of Use in One (1) grave space located within that portion of the Memorial Garden dedicated to such purpose. The space assignment will be that space which is next open and available in the physical and numerical order of use therein, as of the date when actual request for interment is made. The exact number and site identification will then be identified. There will be a Section, row and grave number plus letter identification given at that time.



PURCHASE TERMS

Purchaser agrees to pay the full net purchase price for the right of interment, reservation of use, and perpetual care. The purchase price includes the cost of opening and closing the ground, interment of cremated remains, cost of wall engraving, the cost for administration and perpetual care of the property.

ACCEPTANCE

This agreement is not binding upon seller until approved and signed by that person authorized to accept by and on behalf of The Church of St. Joan of Arc in Minneapolis Corporation. When so signed and accepted, this agreement is binding upon purchaser and his/her executors, administrators, assigns and heirs.

CANCELLATION

You, the purchaser, may cancel this purchase at any time up to midnight on the 10th business day following acceptance/execution of said agreement with The Church of St. Joan of Arc in Minneapolis Corporation.

LIMITATIONS AND RESPONSIBILITIES

Buyer, by executing this agreement, specifically agrees that all cremated remains interred in the Memorial Garden will be contained in a pre-approved biodegradable container. Buyer agrees that the container, once interred, may not be removed from the garden space.

Arrangements for interment, along with the opening and closing of the Space will be the responsibility of the Pastor or his/her designee. The memorialization will be limited to the name of the deceased, together with the dates of birth and death.

The Memorial Garden Committee will preserve and maintain the architectural and landscape design of the Memorial Garden. The St. Joan of Arc Memorial Garden shall be kept in this location in perpetuity.

ADDITIONAL TERMS

Limitation of Liability: Pastor shall not be liable for loss or damage caused by an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, unavoidable accidents, riots or order of any military or civilian authority.

Certificate of Ownership and Conveyance: In the month following that in which payment is made in full, a Certificate of Right of Interment and Right of Use will be issued to the Purchaser by The Church of St. Joan of Arc in Minneapolis.



Entire Agreement: This contract contains all the agreements between the Purchaser and the Seller. By signing this contract, both the Purchaser and the Seller agree to do what the contract says. Nothing which the Seller or any official, counselor or other representative of the St. Joan of Arc has said to the Purchaser changes the terms of this contract. The Purchaser understands and agrees that no official, counselor or other representative of the St. Joan of Arc Parish has made any verbal or written statement or agreement not contained in this contract.

Memorials: Plaques or headstones are not permitted. No decorations, such as flowers, wreaths and like items may be placed in the Garden unless authorized by the Memorial Garden Committee.

Wall Engraving: This contract includes engraving of the name, year of birth and year of death on the Memorial Wall. The engravings are done between May and October, depending on weather conditions. The engraving is done into a limestone wall which will weather and fade naturally over time.

Title Not Acquired: Purchaser does not acquire by this purchase any title to any real property of the St. Joan of Arc Memorial Garden. The purchaser acquires rights of interment in the above described right of use for such space.

Seller Rights: Seller expressly reserves the right and option any time that if it finds itself unable to fulfill any part of this agreement owing to invasion, war, riot, order of court or any other unforeseen contingency, or because of mistake, fraud or misrepresentation, to return to Purchaser all monies paid hereunder with respect thereto and this agreement as to such part shall become null and void; or substitute a space in another memorial garden reasonably comparable in character and location as then available to that purchased.

Canons and Regulations: The right of burial (Interment,) and subsequent use of all spaces shall at all times be subject to all the Canons, regulations, law and discipline of The Church of St. Joan of Arc in Minneapolis Corporation, The Catholic Cemeteries, and the Archdiocese of St. Paul and Minneapolis now in force or later enacted by use for the control, government and management of such facilities, and you agree to comply with them, as well as the Rules and Regulations of the St. Joan of Arc Memorial Garden Committee, together with all future amendments or alterations therein.

Transfer and Assignment: The purchaser of a space may name a proposed assignee to whom he/she wishes to assign the reservation of use herein, however, owners of a reservation of use herein shall not sell, alienate or transfer such reservation of use to another person or persons, without the prior written consent of the Memorial Garden Committee to both the assignee and the transfer transaction involved. Any such assignee must execute the assignee portion of this Agreement and accept all the terms



and conditions the Agreement, rules and regulations, and other matters all as described in "Transfer and Assignment" (section herein).

Transfer by Probate: St. Joan of Arc Church will comply with all probate laws of Minnesota with regard to transfer and assignment of any reservation of use herein, whether by interstate succession, probate of wills and trusts, or non-probate passage, such as joint tenancy or living trust. St. Joan of Arc Church will comply with all directions and instructions from duly authorized executors, trustee, and administrators as to passage or succession of purchased space reservations herein, as well as special instruction or requests regarding the service of interment, to the extent such requests are consistent with the Rules and Regulations and are included in the interment costs (see above, "Additional Terms" of this agreement). The heir, assignee or transferee by any form of inheritance listed above must execute the assignee portion of this Agreement, and accept all terms and conditions as set forth in the section titled "Transfers and Assignment" herein. In the case of minors or adult incompetents such acceptance and execution shall be carried out by the guardian, guardian ad litem, trustee, or such other person as is charged with power of attorney in respect of that individual's affairs and commits such individual in other matters of comparable gravity.

By executing this Agreement, Purchaser agrees that he/she fully understands and accepts without reservation, the following terms and conditions:

That due to assignment in order of burial, it will not be possible to inter loved ones immediately adjacent to one another; such would be possible only in the event of simultaneous death and interment.

That he/she is not at this time purchasing any specific number, location or site. He/She has purchased a right of interment and right of use to a site, currently unidentified and to be identified at the time and date of interment.

Disinterment will not be permitted nor physically possible, regardless of the reason. It is understood no additional monuments or markers are allowed beyond the engraved name.



THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

The parties have executed this agreement on the _____ day of _____ in the year _____

Purchaser (person paying for the reservation fee of \$600):

(Please print name) (Signature)

Acceptance:

This agreement is hereby officially accepted,

Date: _____

_____, Pastor St. Joan of Arc Catholic Church

Please carefully print the name the way you would like it to appear on the Memorial Wall:

NAME: _____

Year of Birth: _____

For Office Use Only

Check # _____

Amount _____

Date of Death _____

Date of Interment _____



MISSION STATEMENT OF ST. JOAN OF ARC MEMORIAL GARDEN

The mission of the Memorial Garden of Saint Joan of Arc is to embrace the Paschal mystery of death in our Christian community by creating a place for proper interment, memorialization and perpetual care for our members. The presence of the Memorial Garden will assist our joyful community in the celebration of life and give comfort to those who mourn as well as provide a place for solace and inspiration as we face the challenges of living the Gospel of Jesus.

PROCEDURES FOR BURIAL

1. To make arrangements for a burial occurring directly after the funeral, arrangements will be made at the funeral planning meeting. If the burial does not or cannot occur directly after the funeral, please contact either Fr. Jim DeBruycker or Fr. James Cassidy at the St. Joan of Arc Parish Center at 612-823-8205. We cannot open a grave when the ground is frozen.
2. A suitable container no larger than 12” across and approved by the St. Joan of Arc Memorial Garden Committee is required for interment.
3. Following the service in the Memorial Garden our sexton will fill in the grave.
4. We will bury following the sequence of graves rather than have individual people purchase specific graves.
5. After the remains are placed in the grave a solid divider is placed over the remains so that when it is time to inter the next level, graves will not be compromised.
6. There will be a chart of all graves, numbered in rows and sections. For example, you have sections of 16 graves, marked alphabetically, e.g.: A. 1 to 16, B. 1 to 16. The names of interred persons will be placed on the chart immediately following the burial.
7. The fee for preparing the burial site is set by the St. Joan of Arc Memorial Garden Committee and is included in the reservation payment.
8. The graves will be plotted for the whole garden at 14 inches square. It is our intent to inter at multiple levels.



MEMORIALIZATION

Memorialization is remembering someone who has died. It can be a formal or informal process. Sometimes it can be just a short moment of silence on special occasions--such as a birthday or an anniversary. Other times, it can include special remembrance items, such as jewelry, trees, or writings. We each need to determine what may be helpful and important in remembering the person who has left a void in our lives.

To fully participate in the memorialization process is to bring meaning to your loss. St. Joan of Arc is committed to helping grieving families and friends participate. The death of a loved one is not something to sit back and watch as it happens around us. It is a life event, much like a birth or marriage, and full participation in the memorialization process is encouraged.

Memorialization also means personalization. Just as each of us is different during our lives, that difference should be remembered and celebrated at the time of death. The funeral liturgy provides an opportunity to acknowledge how important the loved one was in our lives and within the community. Families can choose between a traditional service or create a completely personalized service--or combine the best of both. Usually friends and family members take part in the liturgy service by offering eulogies, poems, readings, and music. Using pictures and mementos as a part of the liturgy can be very comforting. Personalizing items of remembrance such as memorial folders with favorite passages, hymns, or writings is also important. Creating a "special moment" during the liturgy, such as spreading wildflower seeds or lighting candles, can be comforting. Sharing memories is always a part of memorialization.

It is necessary for the family to decide how the burial will take place. Traditionally bodies have been buried in a casket, in a cemetery. Increasingly, families are choosing cremation. Cremation is the reducing of a body to ash and bone fragments through the process of high heat. Once cremated, the remains can then be buried. Only cremated remains will be buried in the St. Joan of Arc Memorial Garden. At the funeral liturgy the body may be present, using a rented or purchased casket. Cremation and burial would occur at a later time. The liturgy may also take place without the body present, or with cremated remains present. If cremated remains are present, burial in the St. Joan of Arc Memorial Garden could be a part of the liturgy ritual. In either event, the liturgy provides a public place and time for the family and friends to openly grieve. It also provides a time to share stories and remember. This community expression of grief is very important, as it lays the groundwork for the bereavement process.

It is our goal to help all parishioners achieve a very personal experience for a very difficult occasion. We are able to personally assist families with funeral and burial planning. We are also able to offer suggestions for a container to contain the cremains.