

**FAITH EVANGELICAL LUTHERAN CHURCH
MEMORIAL PRAYER GARDEN**

886 North Shore Drive
Forest Lake, Minnesota 55025

INTERMENT AGREEMENT

GRANTEE:

Name _____

Address _____

Year of Birth _____ (*Only the year of birth will be inscribed*)

Year of Death _____

INTERMENT SITE:

Niche No. _____

ELIGIBILITY:

Interment in the Garden is limited to Eligible Persons, as defined in the Rules and Procedures adopted by the Church.

_____ Member of Church

_____ Date of Membership

_____ Family of Member

_____ Relationship to Member

_____ Clergy Member

DESIGNATED PERSONS:

The Ashes of the following Designated Persons, in addition to Grantee named above, may be Interred in the Columbarium. The Grantee shall have the right to determine who will be Interred in the Niche.

(List up to four Designated Persons, in addition to the Grantee, who may be Interred in the Interment Site reserved herein. Designated Persons must be Eligible Persons for Interment).

Name (As to be inscribed)	Relationship to Grantee/Eligibility	Address	Year of Birth
1. _____	_____	_____ _____	_____
2. _____	_____	_____ _____	_____
3. _____	_____	_____ _____	_____
4 _____	_____	_____ _____	_____

Grantee named above hereby purchases the right to use the Interment Site designated below in the Faith Evangelical Lutheran Church ("Church") Memorial Prayer Garden ("Garden") for the sole purpose of Interment of the Ashes of the Grantee, or, at the sole election of the Grantee, the Ashes of _____ (*select 1 or 2*) of the persons designated above ("Designated Persons") for the sum of \$ _____ ("Price"), receipt of which payment is hereby acknowledged. Grantee acknowledges by his or her signature below that this Agreement is subject to the terms and conditions attached hereto and the Rules and Procedures of the Garden, incorporated into this Agreement by reference, receipt of which is hereby acknowledged.

This Agreement is executed by the Grantee on the _____ day of _____, 20_____, and will become effective when accepted by the Church.

(Signature of Grantee)

Accepted by the Church on the _____ day of _____, 20_____, subject to the terms and condition set forth on the back and the Rules and Procedures of the Garden, incorporated by reference.

By: _____
Title: _____

TO BE COMPLETED BY CHURCH AT TIME OF INTERMENT:

Full Name of Person Interred _____

Date of Birth _____ Date of Death _____

Date of Interment _____

Officiate _____

TERMS AND CONDITIONS:

In consideration for the right to use the Interment Site identified in this Interment Agreement ("Agreement"), Grantee agrees, for himself or herself, including his or her heirs, personal representatives, executors and permitted assigns, and for the Designated Persons to the following terms and conditions:

1. This Agreement is not binding until executed by the Church and payment in full is received from the Grantee.
2. This Agreement may be cancelled by Grantee upon delivery of written notice of cancellation to the Church within three (3) days from the date hereof (The Agreement may not be cancelled if there has already been an Interment). Upon such cancellation, Grantee will receive a full refund (without interest).
3. This Agreement provides the Grantee with the limited right to use the Interment Site specified in this Agreement for the Interment of Grantee's or a Designated Person's Ashes, for as long as the Garden is operated by the Church. Other uses of the Interment Site are prohibited.
4. This Agreement is a license only and does not create any interest on the part of Grantee in the real property of the Church or the property on which the Garden is located.
5. **This Agreement is subject to the Rules and Procedures of the Church governing the operation of the Garden, as they now exist or which may be hereafter adopted or amended by the Church ("Rules"), which are fully incorporated herein by this reference.** Capitalized terms as used herein shall have such meaning as defined in the Rules. The Church reserves the right, in its sole discretion, to amend the foregoing Rules and Grantee agrees to abide by the Rules as a condition of this Agreement.
6. This Agreement is binding on parties and their representatives, administrators, executors, heirs, permitted assigns and successors.

7. If, in the judgment of the Church Council, it shall be deemed necessary at any time to change the location of the Garden or to discontinue its use or any part thereof, and if the Site which is subject to this agreement is affected by such changes or discontinuance, the Session may have the Ashes Interred in a Niche removed from the Site and may place such Ashes in another site in the Garden or in another appropriate location as the Session in its sole discretion may select.
8. If there has been no prior Interment and the Grantee determines that the Interment Site is no longer needed, the Church shall have the right to repurchase the Interment Site, but shall have no obligation to do so. Upon thirty (30) days' prior written notice by Grantee to the Church's Representative of a request to repurchase, the Church may, in its sole discretion, agree to repurchase the Grantee's rights. If it elects to repurchase, the Church shall pay eighty percent (80%) of the sum paid by the Grantee at the time of purchase. The remaining twenty percent (20%) of the original payment shall be kept by the Church for its administrative cost. There shall be no right in the Grantee to any interest accrued.
9. Neither this Agreement nor the Interment Site may be transferred or assigned, without the prior written consent of the Church. If a Grantee transfers an Interment Site with the prior consent of the Church, the name, address, telephone number and Eligibility of the proposed transferee shall be forwarded to the Church's Representative for review and written approval. Any attempted transfer or assignment without such written consent shall be null and void and of no effect.
10. Neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility for the preservation or loss of, or damage to the Ashes of any person Interred in the Garden, or for any loss or damage relating to the Garden from acts of God, vandalism, theft or other causes or contingencies. In the event of any breach of the Interment Agreement, the Grantee's sole remedy shall be the return of the original purchase price. Grantee shall have no other rights or remedies in law or equity.
12. The Church makes no warranties, express or implied, concerning the durability or expected life or condition of the Garden, Niches or facilities offered to Grantee.
13. The Church is not responsible for any instructions given verbally. During the life of the Grantee, this Interment Agreement may be amended only by writing signed by the Church and the Grantee.