

**AGREEMENT FOR USE OF  
CHRIST EPISCOPAL CHURCH MEMORIAL GARDEN**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ between the Rector, Wardens and Vestry of Christ Episcopal Church, Charlottesville, Virginia (hereafter called the "Church") and \_\_\_\_\_(hereafter called the "Purchaser"), of \_\_\_\_\_  
\_\_\_\_\_ (address, phone #).

WITNESSETH:

The Church, by these presents, acknowledges receipt of consideration of \$ 250.00 from, and grants to Purchaser the right to bury in the earth of Christ Episcopal Church's All Saints Memorial Garden the ashes of \_\_\_\_\_  
\_\_\_\_\_ (hereafter called "Designee") of \_\_\_\_\_  
\_\_\_\_\_ (address), subject to the terms and conditions set forth on the reverse side hereof, and all rules and regulations established by the Church governing All Saints Memorial Garden.

Purchaser by these presents acknowledges and understands said terms and conditions and hereby agrees to be bound by such terms.

VESTRY OF CHRIST EPISCOPAL CHURCH

By \_\_\_\_\_  
Junior Warden, Vestry of Christ Episcopal Church

\_\_\_\_\_  
Purchaser

## TERMS AND CONDITIONS

The terms and conditions of the agreement between Church and Purchaser (named on the reverse side hereof) relating to the Christ Episcopal Church's All Saints Memorial Garden are set forth below. The term "Purchaser" includes all persons permitted to succeed to Purchaser's interest pursuant to paragraph nine below. The term "Church" includes the clergy, the Vestry, the Memorial Garden Commission (hereafter the "Commission") and any employees and agents of Christ Episcopal Church. The Church and the Purchaser agree as follows:

1. Custody and control of the Memorial Garden and all matters relating thereto are and shall be vested in all respects in the Vestry of the Church as duly constituted from time to time. The Commission, to be constituted as prescribed by the Vestry, shall manage and maintain the Memorial Garden, subject to the direction and control of the Vestry.
2. The Memorial Garden is intended for the use of members or former members of the Church and their immediate families. Any questions of eligibility for interment will be determined by the Commission.
3. In return for the payment of the fee specified on the reverse side hereof, Purchaser receives only the following rights under the contract: (1) the interment of the ashes of Designee, either by themselves or in a biodegradable container not more than six inches wide; (2) placement by the Church of an appropriate, uniform plaque, engraved with the full name and dates of birth and death of Designee on a permanent memorial located in the Memorial Garden; (3) care and maintenance of the Memorial Garden. No property right of any kind in the Memorial Garden is or may be acquired by or through this agreement. Except for the plaque provided by the Church, no markers, individual plantings or floral arrangements will be permitted except as provided by policies established by the Commission pursuant to paragraph eight below, or by special permission in writing. In lieu thereof, floral memorials for the Church or Chapel may be arranged with the parish office.
4. No Purchaser, Designee, or any other person will have any right, expectation or cause of action against the Church concerning the physical location, maintenance, security or appearance of the Memorial Garden. The Memorial Garden may be discontinued or relocated in another appropriate place as the Vestry, in its sole discretion, may deem proper, without incurring any liability or obligation resulting from the loss or disturbance of, or damage to, the ashes of any person interred in the Memorial Garden.
5. The Designee's ashes will be interred directly in the earth, and will not be preserved intact or recoverable.
6. The Memorial Garden is a part of the surrounding churchyard and is and will continue to be used for many church-related purposes.
7. Purchaser's payment hereunder is made without any reservations, conditions or restrictions and may be used for any lawful purpose deemed proper by the Vestry or the Commission.
8. The Commission, subject to approval by the Vestry, may from time to time make, modify or eliminate rules and regulations governing the use and maintenance of the Memorial Garden if in their judgment such action is desirable.
9. No assignment of the Purchaser's rights under this agreement, whether voluntary, involuntary or by operation of law, may be made or be effective without the prior written consent of the Commission, in their sole discretion. Upon the death of Purchaser, Purchaser's rights under this agreement may pass through Purchaser's estate unless the Purchaser and the Designee are the same person, in which case such person's rights hereunder shall be extinguished unless his or her estate seasonably exercises its right to inter his or her ashes in the Memorial Garden.
10. Purchaser may change the Designee only with the prior written consent of the Commission.
11. Upon the Commission refusal to approve a request to assign Purchaser's rights, or to change the Designee, or for other good cause, Purchaser may request the Commission in writing that this agreement be canceled. The Church shall then have the absolute right to elect, but need not so elect, to cancel this agreement upon tender of repayment of the fee paid to the Church pursuant to this agreement. No interest or other charges will be due to Purchaser in the event of such a cancellation. Any liability to the Church under this or any other paragraph of this agreement shall be strictly limited to the Purchaser's consideration given for this agreement.
12. This agreement represents the full agreement of the parties. There are no other agreements, written or oral, between the Church and Purchaser relating to the use of the Memorial Garden. This agreement shall be governed and construed in accordance with the laws of Virginia.
13. No amendment of this agreement shall be effective unless in writing and signed by Purchaser and the Church. All the terms and conditions hereof, all amendments hereto, and all rules and regulations made pursuant hereto, shall apply to and be binding upon Purchaser.