

WEBSTER GROVES PRESBYTERIAN CHURCH

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**WEBSTER GROVES PRESBYTERIAN CHURCH
MEMORIAL GARDEN CONTRACT**

This Memorial Garden Contract made this _____ day of _____, _____, between Webster Groves Presbyterian Church of Webster Groves, Missouri (the "Church"), the provider, and _____, the contract holder(s) (the "Holder(s)").

WHEREAS, the Church owns and holds for use by members, past members, employees and members of their immediate family, for the purposes of interment or memorialization in the Webster Groves Presbyterian Church a Memorial Garden area of the Church property at 45 West Lockwood Avenue, Webster Groves, Missouri; and

WHEREAS, the Church has established a Memorial Garden Committee to administer the Memorial Garden program for the Church, and to establish procedures, rules and regulations governing the Memorial Garden program; and

WHEREAS, the Holder(s), either being a member, past member, employee or member of the their immediate family, or acting on behalf of individuals who fall within one of those groups, would like the use and right of interment in a Memorial Garden niche or in ground burial or memorialization, as administered by the Memorial Garden Committee.

NOW, THEREFORE, for and in consideration of the sum of _____ Dollars (\$ _____), which sum has been paid to the Church by the Holder(s) at the date of the execution hereof, the receipt of which is hereby acknowledged, the Church, as provider, does contract with the Holder(s), and his, her or their heirs and assigns, to have the right of interment in a Memorial Garden niche or in ground burial or memorialization in the Webster Groves Presbyterian Church Memorial Garden of the Church, all upon the following terms and conditions:

Section 1.

(a) Interment. This Contract authorizes the cremated remains of _____ deceased individual(s) to be interred in a Memorial Garden niche, in an urn(s) provided by the Holder(s), said urn(s) to meet the size requirements as provided in the Memorial Garden Rules and Regulations, or in ground burial. The Holder(s) acknowledges that two urns may be interred in each niche unit. The Holder(s) agree to furnish the Church at the Holder(s) cost, before any interment, a copy of the deceased cremation certificate issued by the funeral director or the crematory. The Holder(s) hereby choose the following form of interment:

____ Niche unit(#____)

____ Inground

(b) Memorialization. This Contract authorizes the memorialization of _____ deceased individual(s) by engraving his/her/their name(s) on a paver in the Memorial Garden or other appropriate memorial message as approved by the Memorial Garden Committee.

Section 2. Service. One of the pastors of the Webster Groves Presbyterian Church shall be present at and conduct any interment or memorialization service.

Section 3. Expenses. The fee paid shall not include an urn which shall be provided at the Holder(s). Any such urn shall meet the size requirements as established by the Memorial Garden Committee in its Rules and Regulations. The fee shall include initial opening and closing of the Memorial Garden niche or in ground burial, the Memorial paver and engravings. The engravings shall include the name of the individual and the date of birth and death, subject to space limitations as provided in the Memorial Garden Rules and Regulations.

If two interments are to occur in the same niche, on separate occasions, there shall be an additional \$500.00 charge for re-opening the niche for the second interment. If additional engravings are required on pavers, there shall be charge of \$100.00 for each engraving.

Section 4. Uniform Workmanship. The Webster Groves Presbyterian Church Memorial Garden Committee has approved, in advance, the type of identification engraving to be used and has selected the mason to provide this service. The Memorial Garden Committee has also approved the style of the inscription to be engraved.

Section 5. Assessments. Except as provided in this Contract, the Holder(s) shall not be subject to any assessments, charges, costs or expenses related to the care and maintenance of the Memorial Garden.

Section 6. Rules. The Holder(s), his, her or their family and friends, and other visitors to the Memorial Garden of the Church shall at all times be subject to and abide by the By-Laws of the Church, and the Church and Memorial Garden Committee Rules and Regulations, existing as of the date hereof or as duly adopted hereafter, all of the same being adopted and incorporated herein by reference, as in fully set forth thereat. The rights under this Contract are personal to the Holder(s) and cannot be sold and transferred.

Section 7. Maintenance. Subject to Sections 8, 9, and 10 hereof, the Church hereby agrees, on its part, and on behalf of its successors and assigns, to maintain and keep in good order and condition with the same degree of care it exercises over the rest of its property, the Memorial Garden of the Church, and the Church shall provide the Holder(s) with reasonable ingress and egress thereto.

Section 8. Memorial Garden Damage. While the Church will endeavor to protect the Memorial Garden, the Memorial Garden niche, any urns, and pavers and will use any insurance proceeds that may received by the Church in case of damages to restore such to their proper condition, the Church assumes no liability to the Holder(s) or others with respect to the destruction of or damage thereto caused, entirely or in part, by:

- (a) Storms, earthquakes, lightning, flooding, fire, cyclones or other similar acts of nature or God;
- (b) Vandalism or criminal acts;
- (c) Civil disobedience, riots or acts of war;
- (d) Acts taken by any federal, state or local government, or any lawful agency thereof; or
- (e) Other acts or events outside of the control of the Church.

Section 9. Memorial Garden Relocation. The Church reserves the right, in its sole discretion, to move the Memorial Garden of the Church, including the Memorial Garden niches or pavers, (other than in ground burials) to any other suitable location on the present Church property, or to move such to a new suitable location if the Church is relocated or moved, or is sold as a result of a condemnation proceeding or otherwise; provided that the Holder(s) and his, her or their heirs and assigns shall continue to have adequate access to any new Memorial Garden area.

Section 10. Termination of Memorial Garden Program. In the event that the Church property is destroyed and not rebuilt and no longer constitutes a place of worship, and the Church ceases to operate a Memorial Garden area, the Church will cause any interred urn to be disinterred and suitably reburied or re-interred at some other lawful cemetery or burial place.

IN WITNESS WHEREOF, this Memorial Garden Contract has been duly executed by an authorized official of the Church and the Holder(s) hereto has duly affixed his, her or their name(s), all as of the day and year first above written.

Webster Groves Presbyterian Church

Holder(s)

By: _____

Title: _____
