

**ZION EVANGELICAL LUTHERAN CHURCH
MEMORIAL GARDEN
INTERMENT
AGREEMENT TERMS AND CONDITIONS**

The terms and conditions of the Agreement between The Church and The Participant relation to the Memorial Garden are as follows:

1. The use and maintenance of the Memorial Garden are under the exclusive control of The Church and shall be administered through the Congregation Council or a committee designated by this Council. No Participant or individual shall acquire any right whatsoever with respect to the use or appearance of the Memorial Garden or related bricks or books. The Church may alter, modify, relocate or discontinue the use of the Memorial Garden or any related memorial bricks or books whenever such changes are required or desirable in the sole judgment of The Church.
2. The Participant agrees and understands that ashes will be interred in the Memorial Garden and will not be recoverable. All ashes shall be placed directly in the ground (no container) in an undesignated space in the Garden, selected by The Church. No ashes shall be removed from the space in the garden. No Participant or any person may acquire any right in the physical location or appearance of the Memorial Garden.
3. The ashes of the following persons are eligible for interment in the Memorial Garden: (a) a member of The Church; (b) The family members of a member of The Church (family members shall include: spouse, parent, grandparent, child, grandchild, brother, sister, step/half relative); (c) any other person The Church or it's designate shall accept for interment in the Memorial Garden.
4. A placement fee will be required from each participant prior to granting permission to use the Memorial Garden. The fee will include the cost of a Memorial Brick to be placed in the garden court yard if participant so desires. The amount of such required payment shall be determined from time to time by The Church. The Participant's payment hereunder is without reservation and may be used by the church for any lawful purpose. No property right of any kind is acquired by or through the Participant or the Designee.
5. Upon written notification to and approval by The Church, the Participant may change the Designee to another eligible person. Approval by The Church shall not be unreasonably withheld. A reasonable transfer fee will be charged for such services.
6. No transfer of this agreement, either voluntary or involuntary, or by operation of law, shall be made or be effective without prior written consent of The Church which shall not be unreasonably withheld.
7. The names of all persons whose ashes are interred in The Memorial Garden will be entered in a permanent Memorial Book maintained by The Church. A memorial Brick properly inscribed will be placed in the garden courtyard, unless participant specifies otherwise.
8. The Church and those acting on its behalf shall not be liable for damage or loss to ashes or other damage or loss of any kind.
9. The Church shall from time to time, adopt administrative Rules and Regulations pertaining to the use, appearance, maintenance, costs, improvements, and perpetuation of the Memorial Garden and Memorial records.
10. No interment of ashes or memorial services shall be conducted nor shall any flowers, plants, or decorations be placed in or about the Memorial Garden without prior approval. It is the family's responsibility to inform the funeral home to send the ashes of the Designee to The Church for interment.
11. All these terms shall be binding on the Participant and any successor recognized and accepted by The Church and shall be binding on The Church and its successors.