

**AGREEMENT FOR USE OF
ST. PAUL'S CHURCH MEMORIAL GARDEN**

THIS AGREEMENT, made this _____ day of _____
2016 between the Rector, Wardens, and Vestry of St. Paul's Church, Morris Plains, New
Jersey (hereafter called the "Church") and _____
(hereafter called the "Purchaser"), of _____

WITNESSETH:

The Church, by these presents, acknowledges receipt of consideration of \$400.00 from
the purchaser, and grants to the Purchaser the right to bury in the earth of St. Paul's
Church Memorial Garden the ashes of _____
(hereafter called the "Designee"), subject to the terms and conditions set forth on the
reverse and all rules and regulations established by the Church governing St. Paul's
Church Memorial Garden.

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

For the Rector, Wardens and Vestry of
St. Paul's Church in Morris Plains, NJ

Date

Purchaser

Date

For parish use:

Full name of deceased:

Date of Birth:

Date of Death:

Ashes received: _____ Date of Burial : _____

TERMS AND CONDITIONS

The terms and conditions of the agreement between Church and Purchaser (named on the reverse side hereof) relating to the St. Paul's Church Memorial Garden are set forth below.

1. Custody and control of the Memorial Garden and all matters relating thereto are and shall be vested in all respects in the Rector, Wardens and Vestry of the Church.
2. Only parishioners and their family members will be interred in the Memorial Garden. Other request for burial may be considered on a case-by-case basis by the Rector.
3. All burial of ashes will be directly into the earth. No urns or containers for ashes may be used at the time of burial. The Designee's ashes will be interred directly in the earth, and will not be preserved intact or recoverable.
4. 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 ashes of the Designee within the Memorial Garden, (2) placement by the Church of an appropriate plaque, engraved with the name and years of birth and death of the Designee on the Memorial Garden plaque, (3) regular care, upkeep 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.
5. 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 to 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.
6. Purchaser's payment hereunder is made without reservation, conditions or restrictions and shall be used for the maintenance of the Memorial Garden and other costs associated with its operation.