

TRINITY LUTHERAN CHURCH
Midland Michigan
ALL SAINTS MEMORIAL GARDEN

AGREEMENT TERMS

The terms of the agreement between Trinity Lutheran Church (The Church), The All Saints Memorial Garden (ASMG) Trustees and "The Participant" are as follows. For complete details, see the "**All Saints Memorial Garden Policies and Procedures**".

1. The use and maintenance of the All Saint Memorial Garden (The Garden) are under the exclusive control of The Church and shall be administered by the All Saints Memorial Garden Trustees. No Participant or individual shall acquire any right whatsoever with respect to the use or appearance of The Garden or related bricks, memorial leaf or books. The Church/the ASMG Trustees may alter, modify, relocate or discontinue the use of The Garden or any related memorial bricks, leaves or books whenever such changes are required or desirable in the sole judgment of the ASMG Trustees/ The Church.
2. The Participant agrees and understands that the cremated human remains will be permanently interred in The Garden and will not be recoverable. All cremains will be placed directly in the ground (no container) in an undisclosed space in The Garden, selected by the Sexton. Interment will happen weather permitting and remain undisclosed. No cremains 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 Garden.
3. The cremated remains of the following persons are eligible for interment in The Garden: (a) A member or former member of The Church; (b) The parents, spouse, child, relative or significant other of an eligible member; (c) an ordained minister who served The Church; (d) by discretion of the senior pastor.
4. An Agreement fee paid in full will be required with the Application. The amount of such required payment shall be determined from time to time by the ASMG Trustees. The Participant's payment hereunder is without reservation and may be used by the ASMG Trustees for any lawful purpose. No property right of any kind is acquired by or through the Participant.
5. Upon written notification to and approval by the ASMG Trustees, The Participant may change the Designee to another eligible person. Approval by the ASMG Trustees shall not be unreasonably withheld. A reasonable transfer fee may 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 ASMG Trustees, which shall not be unreasonably withheld.
7. After the cremains have been interred in The Garden, the name of the person will be entered in a permanent Memorial Book maintained by the ASMG Trustees. A memorial brick in the Garden and a memorial leaf on the Tree of Life inside the church will be inscribed with the name, birth year and year of death.
8. The ASMG Trustees and those acting on its behalf shall not be liable for damage or loss to cremains or other damage or loss of any kind.
9. The ASMG Trustees, shall from time to time, adopt administrative Rules and Regulations pertaining to the use, appearance, maintenance, costs, improvements, and perpetuation of The Garden and records.
10. No formal interment of cremains will be observed nor shall any flowers, plants, or decorations be allowed by anyone other than represented by the ASMG Trustees. A Memorial Service is allowed with a maximum of 20 persons in the Garden. Additional persons may participate from the sanctuary windows.
11. All these terms shall be binding on The Participant and any successor recognized and accepted by the ASMG Trustees/ The Church and shall be binding on The Church and its successors.

Date: _____ Participant: _____