



The House of Hope Presbyterian Church Memorial Garden Terms and Conditions

Section 1: Definitions

The term “Memorial Garden” shall mean the Memorial Garden located at The House of Hope Presbyterian Church, 797 Summit Avenue, St. Paul, Minnesota, 55105.

The terms “House of Hope” and “The Church” shall mean The House of Hope Presbyterian Church.

The term “Memorial Garden Agreement” shall mean the contract between The House of Hope Presbyterian Church and any person who wants to use the Memorial Garden for the interment of cremated remains.

The term “Purchaser” shall mean the person who executes the Memorial Garden Agreement, and any permitted assignee.

The term “Burial Space” shall mean a designated space for the interment of cremated remains in the Memorial Garden.

Section 2: Use of the Memorial Garden

Only members of House of Hope, their spouses, partners and children, may have their cremated remains interred in the Memorial Garden. Exceptions to this policy may be made at the discretion of The Church.

If the Purchaser transfers her or his membership from House of Hope, the Purchaser shall continue to have the right to use the Memorial Garden for the interment of their cremated remains until either a) she or he terminates, by written notice to The Church, the Memorial Garden Agreement, or b) until the end of the tenth year following the date of such transfer of membership, at which time the right to interment in the Memorial Garden shall terminate automatically. Upon such termination, whether by transfer or the expiration of the ten-year period, on written request the purchase price shall be refunded to the Purchaser, or the Purchaser’s permitted assignee, less 20 percent for administrative costs.

The Memorial Garden Agreement shall be evidence of the Purchaser’s right to the use of a Burial Space in the Memorial Garden for the interment of cremated remains.

Section 3: Memorial Garden Agreement

The Memorial Garden Agreement sets for the Agreement between House of Hope and any Purchaser with respect to the use of Burial Space in the Memorial Garden.

Any person who desires to use a Burial Space in the Memorial Garden shall pay the purchase price in full and sign the Memorial Garden Agreement. When The Church accepts the Memorial Garden Agreement, a Burial Space shall be assigned to the Purchaser. The Memorial Garden Agreement shall be signed by the Purchaser and a duly authorized agent of The Church, and a copy shall be delivered to the Purchaser.

The Purchaser acknowledges that this agreement conveys no legal right to inter the cremated remains of any individual other than the individual specified in the Memorial Garden Agreement.

No transfer, either voluntary or involuntary or by operation of the law, of the rights granted to the Purchaser hereunder shall be made or be effective without the advanced written consent of The Church.

Upon the death of the Purchaser, the rights of the Purchaser shall pass as the Purchaser may direct, or in the absence or failure of such testamentary direction, to the heirs at law of the Purchaser, as the case may be, and such passage in each instance shall be subject to the approval of The Church. There being no property right created by the Memorial Garden Agreement, The Church may approve passage of rights of the Purchaser to one or more such heirs at law without obligation to obtain consent of or conduct a search for all such heirs at law.

A Purchaser may at any time notify House of Hope that he or she no longer wants to be interred in the Memorial Garden, and that he or she wants to terminate the Memorial Garden Agreement. Upon written request the funds paid hereunder shall be refunded to the Purchaser, less 20 percent for administrative costs.

Section 4: Funds

All funds received from the sale of rights to interment in the Memorial Garden shall be deposited into an account of The Church.

Section 5: Administration

The Memorial Garden shall be administered by the Director of Administration, with oversight by The Church.

Section 6: Interment

At the time of death, the legal or personal representative of the person whose cremated remains are to interred in the Memorial Garden shall notify The Church, and The Church shall arrange for the assigned Burial Space to be made available for the interment of the cremated remains as soon as practical.

The Purchaser is responsible for ensuring that the cremated remains are delivered to The Church for interment in an appropriate durable, sealed urn. The urn must be no larger than 8" wide, by 8" long and no more than 12" deep. The decedent's name, along with their date of birth and date of death, must be permanently engraved, etched, inscribed, or indelibly marked on the exterior surface of the urn. The construction, type, size, and shape of all urns shall be subject to the control of The Church.

The cost of cremation and any attendant cost and expense shall be the responsibility of, and shall be paid by, the legal or personal representative of the person whose cremated remains are to be interred in the Memorial Garden.

No identifying markers of any type shall be permitted in the Memorial Garden except the inscription approved by The Church as part of the interment fee specified hereunder.

Upon request of a person showing evidence of proper authority, the Burial Space may be opened and the contents disinterred. The Church may rely on any documents showing evidence of authority to permit disinterment, and shall not be required to make further inquiry thereto. Any person requesting disinterment of cremated remains shall release House of Hope from any liability in connection with such action as a condition precedent to such action, and shall agree to indemnify and hold The Church harmless from any costs (including legal fees and court costs) incurred in connection with the disinterment of cremated remains. The disinterment of cremated remains shall be performed by staff of The Church at a time convenient to The Church, and any expenses related hereto shall be borne by those requesting such action. Upon disinterment of the cremated remains, the Purchaser's rights to use the Burial Space are terminated, and no monies paid to The Church of the use of the Burial Space will be refunded.

Section 7: Miscellaneous

Custody and control of the Memorial Garden and all matters relating thereto are and shall be vested in all respects to The Church.

No flowers, plantings, or decorations of any type shall be permitted in the Memorial Garden at any time by any person other than The Church.

House of Hope shall have the right to discontinue the use of any part or all of the Memorial Garden or to change the location of the Memorial Garden as it, in its sole discretion, shall deem appropriate. In the event of any such discontinuance or

relocation of the Memorial Garden, The Church shall make suitable arrangements for relocation of the cremated remains entrusted to it.

All parties to the Memorial Garden Agreement shall be subject to these Terms and Conditions, and any amendments thereto.

Amendments to these Terms and Conditions may be made only upon approval by The Church.

It is the intention of House of Hope to exercise reasonable care in the maintenance of the Memorial Garden. However, The Church shall not be responsible for the preservation or loss of, or damage to, any containers placed, or the cremated remains of any person interred, in the Memorial Garden.

Any and all matters arising in connection with the operation and maintenance of the Memorial Garden not covered in a) this Terms and Conditions document, and/or b) the Memorial Garden Agreement, shall be determined by The Church with notice to the Purchasers, where necessary and practical.

Any notices given hereunder shall be to the most recent address supplied to the House of Hope by the Purchaser.

All terms and conditions hereof, and any amendments, alterations, changes, or modifications herein, and all rules and regulations made pursuant hereto, shall apply to, and be binding upon, the Purchaser and any person succeeding to any rights of the Purchaser hereunder.

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