

**MEMORIAL GARDEN AND COLUMBARIUM  
AGREEMENT FOR INURNMENT,  
INTERMENT, AND MEMORIAL**

**EPIPHANY EVANGELICAL LUTHERAN CHURCH  
1400 Horsepen Road  
Richmond, VA 23226-3749  
804-282-6066**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between EPIPHANY EVANGELICAL LUTHERAN CHURCH (the “Church”),  
and \_\_\_\_\_ (the “Agreement Holder” or  
“Subscriber”), whose present mailing address is: \_\_\_\_\_  
\_\_\_\_\_ and whose present telephone number is \_\_\_\_\_.

**WITNESSETH:**

That the Church, for and in consideration of the payment of the Usage Fee, has granted to the Agreement Holder the right to use the common grounds in the Memorial Garden and Columbarium of the Church located on the Church property at 1400 Horsepen Road, Henrico County, Virginia, subject to the Agreement provided herein and to the Rules and Regulations for the Memorial Garden and Columbarium as adopted from time to time by the Church (the “Rules and Regulations”).

**And the parties hereto agree as follows:**

1. **Usage.** Agreement Holder has delivered \$\_\_\_\_\_ to the Memorial Garden and Columbarium Ministry Team (as defined in the Rules and Regulations) to use the following:

\_\_\_\_\_ 12” x 12”: Niche(s) for urn(s) and Plaque(s) for the cremated human remains of person(s) named below:

\_\_\_\_\_ In-ground interment in Memorial Garden and Plaque(s) for the Cremated human remains of person(s) named below:

Name _____	Relationship _____
Name _____	Relationship _____
Name _____	Relationship _____
Name _____	Relationship _____

\_\_\_\_\_ Plaque for placement on Wall of the Facility in memory of a deceased Church member or immediate family member.

Name _____	Relationship _____
Name _____	Relationship _____
Name _____	Relationship _____
Name _____	Relationship _____

Note: The Agreement Holder must notify the Church when a plaque can be ordered (including correct name spelling with dates of birth and death).

2. **Nature of Rights.** This Agreement creates no interest in land or property. The Agreement Holder is entitled to the privilege of use and not the rights of ownership. The Memorial Garden and Columbarium grounds and structure, including all niches, memorial plaques, and other permanently affixed memorials, remain the property of Epiphany Evangelical Lutheran Church. The Agreement is not alienable, transferable, or descendible except as provided in the Rules and Regulations for the Memorial Garden and Columbarium as the same are promulgated from time to time by the Church.
3. **Limitation of Obligation.** The Church shall have no obligation to dispose of any human remains, and any undertaking in connection therewith must be by arrangement of and at the expense of Agreement Holder or someone other than the Church.
4. **Inscriptions.** The Church shall have engraved on the plaque above the common grounds of the Memorial Garden and Columbarium or on the face of the niche or on the memorial wall the name and dates of birth and death of each person whose remains are there inurned or interred or memorialized. Such names and dates shall be provided by the Agreement Holder. No other inscriptions will be permitted. All lettering will be managed by the Church in order to assure uniformity.
5. **Maintenance.** The Church shall exercise reasonable care in maintaining the Memorial Garden and Columbarium. No flowers, plants, decorations, or other individual memorabilia will be permitted inside the Memorial Garden once an interment or memorial service is completed. The Church assumes no liability arising out of its maintenance or operation of the Memorial Garden and Columbarium.
6. **Limitation of Liability.** No liability shall lie against the Church, and none is assumed for any loss of, or damage to, ashes of any deceased person.

7. **Relocation.** The Church reserves the right to move the location of the Memorial Garden and Columbarium in the future if remodeling, renovation, or expansion is desirable.
8. **Duration.** The Agreement herein granted to the use of the common grounds in the Memorial Garden and Columbarium shall continue only so long as the present Epiphany Evangelical Lutheran Church edifice stands and is owned by the Church. In the event of the demolition of said edifice, or of its sale by the Church, such rights shall cease and the Church, having attempted to locate and notify any next of kin, shall have the right to remove and dispose of all cremated remains in such manner as it shall deem proper.
9. **Authority.** The Memorial Garden and Columbarium and all undertakings and rights with respect to its maintenance and conduct are under the sole jurisdiction of the Church. The Church may designate Church officers or employees or others as its agents to carry out its undertakings and to act for it in respect of all pertinent matters, including those herein specified. Only persons so designated in writing are authorized so to act. Agreement Holder designates \_\_\_\_\_ to have the right and authority to change the designations set forth in Section 1 upon the death or disability of Agreement Holder.
10. **Enforcement.** The Church reserves the right, in its sole judgment, to bring or cause to be brought any action for trespass or otherwise, civil or criminal, against any person or persons who disturb the common grounds, who act without proper authority, or fail or refuse to leave the premises after being so requested by the Church, its agents, employees or authorized representatives.
11. **Rules and Regulations.** The Agreement Holder agrees to abide and be bound by the Rules and Regulations for the Memorial Garden and Columbarium as the same are promulgated from time to time by the Church and which are incorporated herein by reference and a copy of which has been provided to and received by the Agreement Holder.
12. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions.
13. **Headings; Exhibits.** Headings used in this Agreement are for convenience only and shall not be construed to affect the substantive meaning of the document. All exhibits and schedules are incorporated herein and fully made a part hereof.
14. **Entire Agreement; Amendments.** This Agreement, together with the Rules and Regulations, constitutes the entire agreement between the Church and the Agreement Holder with respect to the subject matter hereof and supersedes all prior understandings written or oral. Amendments to this Agreement may be

made only in a writing signed by both parties; provided, the Rules and Regulations may be revised by the Church as specified therein.

15. **Change of Address.** It is the sole responsibility of Agreement Holder to notify the Church of any change of address of Agreement Holder.

**IN WITNESS WHEREOF**, the parties affix their signatures the day and year written below:

ATTEST

**EPIPHANY EVANGELICAL  
LUTHERAN CHURCH:**

WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT HOLDER:**

WITNESS:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_