

First Presbyterian Church of Franklin, Inc.
Columbarium Application
And Purchase Agreement

The undersigned, _____ (hereinafter called "Purchaser(s)"), hereby agree(s) to pay to the First Presbyterian Church of Franklin, Inc. (the "Church"), the sum of \$_____, for the privilege of interment of the persons named below in a columbarium to be constructed by the Church as more fully described below (the "Memorial Garden") upon the terms and conditions contained herein.

In accordance with plans and specifications as developed by The Office of Joel Tomlin and Street Dixon Rick Architecture, PLC, the Church constructed a Memorial Garden on Church grounds and dedicated it in April 2010. All payments to the Church by Purchasers for the privilege of interment in the Memorial Garden shall be held in a separate escrow account maintained by the Church.

This payment is:

- ☐ paid in full herewith;
- ☐ to be paid in 3 installments of \$_____ per _____.
- ☐ \$_____ is paid herewith, and the balance will be paid in installments of \$_____ per _____.

In consideration for the payment of the amount set out above, the Church thereby grants to the Purchaser(s) the privilege of interment, subject to the provisions hereof, of the ashes of the following persons in the Memorial Garden:

The Church shall have sole discretion as to the person(s) whose ashes are interred in the Memorial Garden. Provided, however, upon the acceptance execution of this Purchase Agreement by the parties hereto and payment in full of the agreed upon payment, the Church approves the above named persons for interment.

The Church shall be responsible for the actual cost of interment in the Memorial Garden and the cost of a numbered marker for each space within the Memorial Garden. All other costs associated with the funeral and interment, including but not limited to the costs of the cremation, the urn and the nameplate for the interred person on a plaque located in the

Memorial Garden shall be borne by the Purchaser(s) or the heirs, executors, or administrators of the Purchaser(s). Urns for the interment of ashes and markers or other designations for each space shall be purchased through the Church and shall be biodegradable and of a type and style approved by the Church.

The payment for each space reserved must be paid in full prior to interment. Any unpaid balance on the space(s) reserved shall be immediately due upon the death of the person to be interred. Failure by the Purchaser(s) to meet the above payment schedule will terminate the privilege herein granted and all partial payments shall remain the property of the Church, and will be used and/or apportioned at the Church's discretion.

The privilege granted by the Agreement may not be sold, assigned or transferred. The privilege herein granted is one of use only and no ownership interest or right of tenancy in the space designated shall pass by operation of this Agreement.

The Church shall exercise reasonable care in maintaining the Memorial Garden. No liability shall lie against the Church, and none is assumed for any loss of, or damage to, markers, containers or ashes of any deceased person or for any other reason. The Church assumes no liability arising out of the maintenance or operation of the Memorial Garden and Purchaser waives any claim therefore. The costs of any additional services with respect to re-opening and/or re-closing any space in the Memorial Garden are to be paid by the person(s) requesting them at the time the services are rendered.

This Agreement, the interment privilege, and the use of the Memorial Garden are subject to the Regulations Governing the Memorial Garden of First Presbyterian Church Franklin, as now or hereafter amended (the "Regulations") which are incorporated herein by reference, all other church regulations reasonably applicable to the Memorial Garden and such other regulations as may from time to time be adopted by the Church.

Any notice to the Purchaser(s) which is(are) required or desirable under the terms of this Agreement or the Regulations shall be effective on mailing to the Purchaser(s) at the address shown below or at such other address as provided by the Purchaser(s) by written notice to the Church. Purchaser(s) bind his/her/their heirs, legal or personal representatives, estates, and assigns to fulfill the obligations of this Agreement.

The Church has determined that the value of the privilege of interment is at least equal to \$_____ per space and therefore no portion of that amount is deductible for federal income tax purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____ (month), _____ (year), and by the signature(s) below, Purchaser(s) acknowledge that he/she/they have read this Agreement and the Regulations now in effect.

PURCHASER(S)

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, _____,
a Notary Public of said County and State, _____
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they understand and has executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

FIRST PRESBYTERIAN CHURCH OF FRANKLIN, INC.
Franklin, Tennessee

By: _____

Title: _____

**Regulations Governing
First Presbyterian Church of Franklin, Inc.
Memorial Garden**

RESPONSIBILITY FOR THE MEMORIAL GARDEN

1. The use and maintenance of the First Presbyterian Church Memorial Garden (the “Memorial Garden”) and the allotment of spaces thereof are the responsibility of the Session of First Presbyterian Church, Franklin, Tennessee. From time to time, the Session may delegate all or any part of its responsibility to a Memorial Garden Committee appointed by the Session.
2. The Church will establish and maintain such records concerning the Memorial Garden as are deemed appropriate by the Session or the Memorial Garden Committee. These will include, but not necessarily be limited to, Purchase Agreements, the Regulations Governing the Memorial Garden, records relating to the location of the ashes of interred persons, and the current address of each designee, which shall be the sole responsibility of the Purchaser(s) to furnish to the Church.
3. The Church assumes no liability arising out of its maintenance or operation of the Memorial Garden for any loss of, or damage to markers, containers or ashes of any deceased person or for any other damage to the Memorial Garden. The Church expressly disclaims all responsibility and Purchaser hereby relieves the Church from and waives any liability for loss or damage, including without limitation damage caused by the elements, and act of nature, the common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral.
4. It is the intent of the Church to maintain the Memorial Garden indefinitely. However, the Church retains the sole right, if it deems it necessary or appropriate, to move the location of all or any portion of the Memorial Garden.
5. If the Church determines that it is necessary, all or any part of the Memorial Garden may be moved to a different location on the present Church grounds or to new Church grounds. If the Memorial Garden is relocated, the Church shall be responsible for relocating the Memorial Garden and the cost thereof. The Church will make a reasonable effort to notify by letter to the current address provided by the Purchaser(s), the surviving spouse or next of kin of the relocation.
6. The Church shall establish from time to time the purchase price appropriate for the approved privilege of interment.
7. These regulations may be amended or repealed by action of the Session of the Church or the Memorial Garden Committee to which that responsibility is

delegated. All Purchaser(s) and their heirs, representatives, estates and assigns will be bound by any changes to these Regulations.

PLAN AND USE OF THE MEMORIAL GARDEN

8. The spaces shall be used only for the interment of ashes in crematory urns. The urns shall be provided by the Church at the Purchaser's expense. Markers or other designation for each space are required and shall be provided by the Church.
9. Application for a space in the Memorial Garden may be made by the Purchaser(s) for their own use, by themselves, or by any members, guardians, or legal designees. A member of the Session or the Memorial Garden Committee shall execute each Purchase Agreement. Applications approved and executed shall become the Purchaser(s)'s approved Agreement and processed in accordance with the Regulations. The Church shall have sole discretion as to the persons whose ashes are interred in the Memorial Garden.
10. The Church intends that those persons whose remains shall be interred in the Memorial Garden (1) shall be of persons who were members of the Church (2) or members of the immediate family of Church members, who shall be designated in connection with the Purchaser(s)'s submission of the Memorial Garden Application and Purchase Agreement. The term "member of the Church" shall mean a person who was a member at the time of the submission of the Application or at the time of the death of the person, and the term "immediate family" shall mean any of the following relations: a legal spouse (at the time of the submission of the Application or at the time of death), mother or father (natural or adopted); or child (natural or adopted). The Church may add to this list on an individual basis.
11. The Church will arrange, at the expense of the Purchaser(s), for any inscriptions or identification of the location of the ashes of interred persons. The providing of the proper name and dates shall be the responsibility of the Purchaser(s) or their families.
12. As used herein, the term "interment" means the placement of crematory urns in spaces in the Memorial Garden, and not the placement of cremated remains in urns. Arrangement for cremation and placement of cremated remains in urns shall be the responsibility of the Purchaser(s) or their heirs, representatives, estates or assigns.
13. The use of flowers, artificial or otherwise, or other ornamentation is not permitted.
14. It is the intent of the Church that there shall be no memorial markers within the Memorial Garden in memory of any group or individual, and it is also the intent

that only the names of the interred persons shall be listed on a plaque in the Memorial Garden.

15. To ensure simplicity and unity there shall be no statuary or other art pieces placed within the Memorial Garden.

THE PURCHASER'S PRIVILEGE

16. Upon execution and verification of an approved Purchase Agreement, the Church will grant to each Purchaser, subject to payment in full to the Church of the sum designated in the Purchase Agreement, the right to use the number of spaces in the Memorial Garden in said Purchase Agreement.
17. The Purchaser(s) privilege may not be sold, assigned or transferred.
18. If a Purchaser gives written notice of an addition to or change in a designation to the Church after the date of the Purchaser's last will, the written designation will govern. No addition to or change in a designation shall be effective until approved by the Church.
19. All opening and closing of spaces in the Memorial Garden must be arranged through the Church at the Purchaser's expense.
20. Urns and markers or other designations for each space shall not be removed from the Memorial Garden without a written request to the Church by the Purchaser or the designee and written permission obtained from the Church. Removal and any re-interment to the Memorial Garden must be arranged through the Church at the expense of the Purchaser.
21. If a space is voluntarily vacated or if a Purchaser's privilege is surrendered, all rights with respect to the space shall lapse without any obligation on the part of the Church to return any payment, and the space(s) shall revert to the Church. Any request for a return of any payment requires the approval of the Memorial Garden Committee, if in existence, or the Session of First Presbyterian Church, if the Memorial Garden is no longer in existence.
22. If a space within the Memorial Garden has not been effectively designated for use or is not used upon the death of the last person(s) for whose ashes the space is designated, and if no person exists who is entitled to exercise the Purchaser's privilege for that space, all rights with respect to the space shall lapse without any obligation on the part of the Church to return any payment or pledge and the space(s) may be reallocated by the Church.
23. If no use is made of a space within 75 years of the date of the payment, the Purchaser's privilege shall lapse without any obligation on the part of the Church to return any payment, and the Church shall be free to reallocate the space(s).