GRACE PRESBYTERIAN CHURCH
105 Bailey Road, Crystal City, MO 63019
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GRACE PRESBYTERIAN CHURCH
SCATTER GARDEN CONTRACT

This Scatter Garden Contract made this _____ day of _____, _____, between Grace Presbyterian Church of Crystal City, Missouri (the "Church"), the provider, and _____ _____, the contract holder(s) (the "Holder(s)").

WHEREAS, the Church owns and holds for use by members, past members, members of their immediate family, pastors, and employees for the purposes of scattering of cremains or memorialization in the Grace Presbyterian Church Scatter Garden area, "Garden of Grace", on the Church property at 105 Bailey Road, Crystal City, Missouri; and

WHEREAS, the Church has established a Gifts, Endowment, and Memorial (GEM) Committee to administer the Scatter Garden program for the Church, and to establish procedures, rules and regulations governing the Scatter Garden program; and

WHEREAS, the Holder(s), either being a member, past member, member of the their immediate family, "Friend of the Church", pastor, or employee or acting on behalf of individuals who fall within one of those groups, would like the use and right of scattering of cremains or memorialization, as administered by the GEM Committee.

NOW, THEREFORE, for and in consideration of the sum of _____ Dollars ($_____), which sum has been paid to the Church by the Holder(s) at the date of the execution hereof, the receipt of which is hereby acknowledged, the Church, as provider, does contract with the Holder(s), and his, her or their heirs and assigns, to have the right of scattering of cremains or memorialization in the Grace Presbyterian Church Scatter Garden of the Church, all upon the following terms and conditions: ** Payment of fee is governed by section e) Fees of the Garden of Grace-Program & Guidelines (options I&II)*

Section 1.

□ (a) Scattering. This Contract authorizes the cremated remains of _____, deceased individual(s) to be scattered in the designated area of the Scatter Garden. The Holder(s) agree to furnish the Church at the Holder(s) cost, before any scattering of cremains, a copy of the deceased cremation certificate issued by the funeral director or the crematory.

□ (b) Memorialization. This Contract authorizes the memorialization of _____, deceased individual(s) by engraving

his/her/their name(s), date of birth, and date of death, or other appropriate memorial message on a paver in the Scatter Garden as approved by the GEM Committee.

Section 2. Service. One of the pastors of Grace Presbyterian Church shall be present at and conduct any scattering of cremains or memorialization service.

Section 3. Expenses. The fee shall include engravings on plaques, located in the Scatter Garden and in the Narthex. The engravings shall include the name of the individual and the date of birth and death, as provided in the Scatter Garden Rules and Regulations.

Section 4. Uniform Workmanship. The GEM Committee has approved, in advance, the type of identification engraving to be used and has selected the engraver to provide this service. The GEM Committee has also approved the style of the inscription to be engraved.

Section 5. Assessments. Except as provided in this Contract, the Holder(s) shall not be subject to any additional assessments, charges, costs or expenses related to the care and maintenance of the Scatter Garden.

Section 6. Rules. The Holder(s), his, her or their family and friends, and other visitors to Garden of the Church shall at all times be subject to and abide by the By-Laws of the Church, and the Church and GEM Committee Rules and Regulations, existing as of the date hereof or as duly adopted hereafter, all of the same being adopted and incorporated herein by reference, as in fully set forth there at. The rights under this Contract are personal to the Holder(s) and cannot be sold and transferred.

Section 7. Maintenance. Subject to Sections 8, 9, and 10 hereof, the Church hereby agrees, on its part, and on behalf of its successors and assigns, to maintain and keep in good order and condition with the same degree of care it exercises over the rest of its property, the Scatter Garden of the Church, and the Church shall provide the Holder(s) with reasonable ingress and egress thereto.

Section 8. Scatter Garden Damage. While the Church will endeavor to protect the Scatter Garden and pavers and will use any insurance proceeds that may received by the Church in case of damages to restore such to their proper condition, the Church assumes no liability to the Holder(s) or others with respect to the destruction of or damage thereto caused, entirely or in part, by:

(a) Storms, earthquakes, lightning, flooding, fire, cyclones or other similar acts of nature or God;
(b) Vandalism or criminal acts;
(c) Civil disobedience, riots or acts of war;
(d) Acts taken by any federal, state or local government, or any lawful agency thereof; or

(e) Other acts or events outside of the control of the Church.

Section 9. Scatter Garden Relocation. The Church reserves the right, in its sole discretion, to move the Scatter Garden of the Church, including the Scatter Garden and plaques to any other suitable location on the present Church property, or to move such to a new suitable location if the Church is relocated or moved, or is sold as a result of a condemnation proceeding or otherwise; provided that the Holder(s) and his, her or their heirs and assigns shall continue to have adequate access to any new Scatter Garden area.

Section 10. Termination of Scatter Garden Program. In the event that the Church property is destroyed and not rebuilt and no longer constitutes a place of worship, and the Church, or its successor body, ceases to operate a Scatter Garden area, the Church, or its successor body, will cause any scattered cremains to be removed and relocated at some other lawful cemetery or burial place.

IN WITNESS WHEREOF, this Scatter Garden Contract has been duly executed by an authorized official of the Church and the Holder(s) hereto has duly affixed his, her or their name(s), all as of the day and year first above written.

Grace Presbyterian Church (Pastor) Holder(s)

By:_____ _____

Title:_____ _____