

**FAITH EVANGELICAL LUTHERAN CHURCH
MEMORIAL PRAYER GARDEN**

886 North Shore Drive
Forest Lake, Minnesota 55025

INSCRIPTION AGREEMENT
MEMORY WALL AND GARDEN PAVERS

Memory Wall Inscription _____ Paver _____

PURCHASER:

Name _____

Address _____

INSCRIPTION INFORMATION (*print or type information neatly and exactly as to be inscribed*):

(*Name - include middle name or initial*)

ELIGIBILITY:

Interment and Inscriptions in the Garden are limited to Eligible Persons, as defined in the Rules and Procedures adopted by the Church. Please provide the following information for the person whose name will appear on the Memory Wall or Paver.

_____ Member of Church _____
Date of Membership

_____ Family of Member _____
Relationship to Member

_____ Clergy Member

ACKNOWLEDGMENT:

Purchaser hereby purchases an (check one) ____ Inscription on the Memory Wall ____ Inscription on a Paver, in the Faith Evangelical Lutheran Church Memorial Prayer Garden for the person designated above for the sum of \$ _____ ("Price"), receipt of which payment is hereby acknowledged. Purchaser acknowledges by his or her signature below that this Agreement is subject to the terms and conditions attached hereto and the Rules and Procedures of the Garden, incorporated into this Agreement by reference, receipt of which is hereby acknowledged.

This Agreement is executed by the Grantee on the ____ day of _____, 20____, and will become effective when accepted by the Church.

(Signature of Purchaser)

Accepted by the Church on the ____ day of _____, 20____, subject to the terms and conditions and the Rules and Procedures of the Garden, incorporated by reference.

By: _____

Title: _____

TERMS AND CONDITIONS:

In consideration for the right to purchase an Inscription on the Memory Wall or Paver as contemplated by this Inscription Agreement ("Agreement"), Purchaser agrees, for himself or herself, including his or her heirs, personal representatives, executors and permitted assigns, and for the Designated Persons to the following terms and conditions:

1. This Agreement is not binding until executed by the Church and payment in full is received from the Purchaser.
2. This Agreement is a license only and does not create any interest on the part of Purchaser in the real property of the Church or the property on which the Garden is located.
3. **This Agreement is subject to the Rules and Procedures of the Church governing the operation of the Garden, as they now exist or which may be hereafter adopted or amended by the Church ("Rules"), which are fully incorporated herein by this reference.** Capitalized terms as used herein shall have such meaning as defined in the Rules. The Church reserves the right, in its sole discretion, to amend the foregoing Rules and Purchaser agrees to abide by the Rules as a condition of this Agreement.
4. This Agreement is binding on parties and their representatives, administrators, executors, heirs, permitted assigns and successors.
5. If, in the judgment of the Church Council, it shall be deemed necessary at any time to change the location of the Garden or to discontinue its use or any part thereof, and if the Memory Wall which is subject to this, agreement is affected by such changes or discontinuance, the Church may have Inscription removed from the Garden and may place such Inscription in another site in the Garden or in another appropriate location as the Church in its sole discretion may select.
6. Neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility for the preservation or loss of, or damage to the Inscription in the Garden, or for any loss or damage relating to the Garden from acts of God, vandalism, theft or other causes or contingencies. In the event of any breach of the Inscription Agreement, the Purchaser's sole remedy shall be the return of the original purchase price. Purchaser shall have no other rights or remedies in law or equity.
7. The Church makes no warranties, express or implied, concerning the durability or expected life or condition of the Garden, Memory Wall, Niches, Pavers or facilities offered to Purchaser.
8. The Church is not responsible for any instructions given verbally. This Agreement may be amended only by writing signed by the Church and the Purchaser.