



# THE MEMORIAL GARDEN

Auburn United Methodist Church  
207 South Auburn Road  
Auburn Michigan, 48611  
(989) 662-6314

Memorial Garden Agreement  
No \_\_\_\_\_

To be filled in by office

Date turned into office

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between AUBURN UNITED METHODIST CHURCH, AUBURN, MICHIGAN (hereinafter called "The Church"), and \_\_\_\_\_ (hereinafter called "The Participant").

The Church acknowledges receipt of the sum of \$\_\_\_\_\_ from and gives permission to the Participant to have placed in The Memorial Garden of The Church the ashes after cremation of

\_\_\_\_\_  
Name Date of Birth  
\_\_\_\_\_  
Address

Name of person who's  
ashes will be in the garden  
& their date of birth & last  
address. Printed.

(hereinafter called "The Designee") subject to and upon the terms and conditions set forth on the reverse side hereof.

The Participant acknowledges reading and understanding said terms and conditions and agrees to be bound thereby.

PARTICIPANT

AUBURN UNITED METHODIST CHURCH  
AUBURN MICHIGAN

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

Address

Name of person is making  
the contract. Printed.

Name of person is making  
the contract. Signature

Telephone

I have the authority to release the ashes of \_\_\_\_\_ for placement in the Auburn United Methodist Church Memorial Garden.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Ashes received on: \_\_\_\_\_ By: \_\_\_\_\_  
Date Name & Title

Name of person is making the contract. Printed.

## TERMS AND CONDITIONS

The terms and conditions of the Agreement between The Church and The Participant on the reverse side thereof, relating to The Memorial Garden are as follows:

1. Control and management of The Memorial Garden are wholly and solely vested in The Church, or its duly authorized committee. The Church reserves the right to alter the terms and conditions and issue rules and regulations regarding The Memorial Garden from time to time, all of which bind all The Participants upon their being sent written notification thereof.
2. The Participant's placement fee and/or donation hereunder are without reservation and may be used by The Church for any lawful purpose. No property right of any kind is acquired by or through The Participant or The Designee.
3. The Church and those acting on its behalf shall not be liable for damage or loss to ashes or for other damage or loss of any kind unless intentionally caused by The Church.
4. Upon written notification to and approval by The Church, The Participant may change The Designee. Approval by The Church shall not be unreasonably withheld. A reasonable transfer fee may be charged for such services.
5. The Permission shall not be transferred for any reason without The Church's prior written consent, which will not be unreasonably withheld. On the death of The Participant or any other person holding The Permission by transfer, The Permission shall be transferred according to the directions in that person's Will or, if there are no applicable directions in a valid Will, by succession to the person's heirs at law. However, any transfer by Will or Succession also requires The Church's written approval of a transfer of any kind, it may also in its sole discretion cancel The Permission and refund the original amount given when The Permission was granted.
6. All ashes shall be placed in an undesignated space in The Memorial Garden, selected by The Church. The ashes shall be placed directly into the soil without container and become part of the life of the garden.
7. All these terms shall be binding on The Participant and any successor recognized and accepted by The Church, and shall be binding on The Church and its successors.
8. Placements in The Memorial Garden are restricted to human cremains. A copy of the certificate of cremation is required for The Church files.
9. Interment fee is \$300.00 for AUMC members and \$600 for nonmembers.

Revision - June 2008