

MEMORIAL GARDEN LICENSE AGREEMENT

This LICENSE AGREEMENT is made this _____ day of _____, 20____, by and between _____
_____ (hereafter "PARISH") and _____

whose address is _____ (Phone _____)

hereafter "PURCHASER"

WHEREAS, the PARISH is Roman Catholic Church within the Catholic Diocese of Venice, Florida, and offers interment rights within a Memorial Garden for deceased members of the Catholic Community, in accordance with the teachings and tenets of the Catholic faith; and

WHEREAS, PURCHASER desires to purchase a license agreement for the interment within said Memorial Garden, and PARISH desires to sell such right to PURCHASER, provided PURCHASER also agrees to the canons, regulations, laws and disciplines of the Roman Catholic Church (determined solely by the Bishop of the Diocese of Venice), and any rules and regulations the PARISH may impose from time to time.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement and the terms and conditions set forth below, the parties do hereby agree as follows:

- 1. The Recitals above are true and correct and are incorporated herein by reference.
- 2. PURCHASER requests a license agreement within said Memorial Garden for the interment at the PARISH FOR:

_____ Date Of Birth _____
_____ Date Of Birth _____

- 3. PARISH grants to PURCHASER a license to use the Memorial Garden as described below, subject to the terms of this Agreement, with the sole purpose of interring the cremains of the person (s) identified in paragraph 2 above.

Choose One: a. _____ the specific area within the Memorial Garden is identified as follows: _____
b. _____ the general area within the Memorial Garden is identified as follows: _____

- 4. PURCHASER agrees to pay PARISH as follows:

Total Payment of \$ _____ Payable as follows:
Paid upon signing this Agreement: \$ _____
Balance of: \$ _____ payable in _____ installments of \$ _____
due on _____

- 5. The following conditions precedent must occur prior to the obligations of PARISH:
a) PURCHASER is obligated to pay for the services described herein, or make arrangements satisfactory with PARISH for such payments; and
b) This Agreement must be signed by **both** PARISH & PURCHASER.
- 6. In the event of any dispute under the terms and conditions of this Agreement, the parties do agree to mediate such differences before bringing any legal action. If the dispute has not been resolved, then either party may proceed with litigation. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorneys fees.

Purchaser

Purchaser

OFFICIAL ACCEPTANCE

The above and foregoing agreement is hereby officially accepted this _____ day of _____, 20_____.

BY: _____ Title: _____

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT, AND ARE INCORPORATED HEREIN BY REFERENCE.

IT IS FURTHER AGREED AND UNDERSTOOD

- A. The purchase of the license for interment and subsequent use of same at PARISH shall, at all times, be subject to all the canons, regulations, laws and discipline of the Roman Catholic Church and the Diocese of Venice now in force or hereafter enacted.
- B. It is acknowledged that there are no considerations for the execution of this Agreement except those stated herein; that there have been no promises, representations or commitments except those herein appearing, that this is the entire Agreement between PURCHASER and PARISH and that no amendment to this Agreement shall be binding unless it be reduced to writing and signed by both parties.
- C. A minimum of 10% of the Purchase Price of this Agreement will be deposited to the Endowed Care Fund. The income from this fund will be used for perpetual care of the cemetery.
- D. PURCHASER is obligated to make an appointment with PARISH for a convenient time to arrange for the disposition of the cremains within the Memorial Garden. Under no circumstances shall PURCHASER be permitted to use this License Agreement without giving reasonable notice to PARISH in advance.
- E. Interments are not permitted on Saturday evening or Sunday morning, or on certain designated Catholic Holy Days, without the prior permission of PARISH.
- F. PARISH may establish rules and regulations governing the placement of any flowers, plants, flags and other grave decorations. PARISH reserves the right to amend the same from time to time. PURCHASER agrees to abide by any such rules and regulations, as amended, and such reasonably inform all next of kin of these rules and regulations.
- G. PARISH assumes no liability for damages or missing items and reserves the right to enforce any rules and regulations, including the removal of material deemed unsuitable, in the sole discretion of PARISH. Inquiries may be directed to the PARISH office.
- H. Documentary Stamp Taxes are required under Florida Statute 212.031 for the granting of any interest in burial or interment.
- I. PURCHASER acknowledges that once the cremains have been interred within the Memorial Garden, PURCHASER, or any next of kin claiming under or through PURCHASER, shall not be entitled to remove the cremains, without prior written consent of PARISH. Further, PARISH assumed no responsibility, other than the perpetual care of the Memorial Garden in general, with regard to the placement or scattering of the cremains by PURCHASER within the Memorial Garden.
- J. PURCHASER agrees to furnish a change of address to PARISH from time to time, and to otherwise provide general information to PARISH in the event PARISH should need to contact PURCHASER, or PURCHASER'S next of kin. PARISH will not be responsible for giving any notice, unless PURCHASER provides updated contact information to PARISH. **PURCHASER shall be deemed to have abandoned all rights under this License Agreement, if PURCHASER fails to provide PARISH with updated contact information, or in the event that twenty-five (25) years have elapsed from the last known communication from PURCHASER.**
- K. PURCHASER may not assign its rights under this License Agreement, without the prior written approval of PARISH. In the event of any assignment, PURCHASER shall continue to remain obligated under the terms of this Agreement, unless specifically released in writing by PARISH.
- L. PURCHASER reserves the right to transfer and/or remove the cremains interred within the Memorial Garden for good cause, provided PARISH relocates, in a reasonable manner, the cremains within said Memorial Garden. Good cause includes PARISH relocating to a different location, relocating the Memorial Garden to a different site on the campus of PARISH in order to make other improvements, or in the event PARISH should cease to operate, offer or maintain a Memorial Garden. In such event, PARISH, at its cost, shall relocate the cremains to a suitable location.
- M. This Agreement is binding upon the PURCHASER, its assigns, heirs, personal representatives, and successors.
- N. **PARISH will not be responsible in the event of any damage or loss to the Memorial Garden as a result of acts of nature, including hurricanes, tornadoes, sink-holes, floods, earthquakes, or a loss attributed to acts of third parties. PURCHASER does hereby release PARISH, the Diocese of Venice, and all Bishops, clergy, employees, and agents from any claims associated with damages relating to loss as a result of this paragraph.**