

## MEMORIAL GARDEN LICENSE AGREEMENT

This LICENSE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_ hereafter "PARISH" and \_\_\_\_\_

address \_\_\_\_\_ (Phone \_\_\_\_\_)

hereafter "PURCHASER"

**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. PURCHASER requests a license agreement within said Memorial Garden for the interment at the PARISH FOR:

(NAME) \_\_\_\_\_ Date of Birth \_\_\_\_\_

2. 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 cremated remains of the person identified in paragraph 2 above.

**CHOOSE ONE:**

- a. \_\_\_\_\_ The cremated remains will be interred in an urn or appropriate vessel which shall be interred in the specific area within the Memorial Garden is identified as follows: \_\_\_\_\_  
\_\_\_\_\_

- b. \_\_\_\_\_ The cremated remains shall be interred within the general area of the Memorial Garden identified as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. PURCHASER agrees to pay PARISH the sum of \$ \_\_\_\_\_
4. In the event of any dispute under the terms and conditions of this Agreement, the parties do agree to mediate such differences. If mediation is unsuccessful, the parties agree to submit the matter to the Diocesan Tribunal for a final determination, whose decision is agreed to be final.

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. PARISH agrees to provide for the perpetual care of the memorial garden.
- D. PURCHASER is obligated to make an appointment with PARISH for a convenient time to arrange for the disposition of the cremated remains 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 written 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.
- I. PURCHASER acknowledges that once the cremated remains 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 cremated remains, without prior written consent of PARISH in the PARISH'S sole discretion. 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 cremated remains by PURCHASER within the Memorial Garden.
- J. PURCHASER agrees to furnish a change of address to PARISH from time to time 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. PARISH reserves the right to transfer and/or remove the cremated remains interred within the Memorial Garden for good cause, provided PARISH relocates, in a reasonable manner, the cremated remains 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 for future 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 cremated remains 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.**