

**AGREEMENT REGARDING INURNMENT RIGHTS
IN THE SHEPHERD’S GARDEN – A COLUMBARIUM**
of
Lovers Lane United Methodist Church Foundation
Dallas, Texas

Subscriber Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

THIS AGREEMENT, made by and between Lovers Lane United Methodist Church Foundation, hereinafter called “Foundation” and the person or persons identified after “Subscriber Name” above, hereinafter called the “Subscriber”. The Foundation is acting on behalf of Lovers Lane United Methodist Church (“LLUMC” or “Church”)

The Subscriber agrees to purchase, and LLUMC agrees to sell, in accordance with the terms hereof, the following approved use of The Shepherd’s Garden of Lovers Lane United Methodist Church (hereinafter referred to as The Shepherd’s Garden), 9200 Inwood Road, Dallas, Texas 75220.

THE SUBSCRIBER’S RIGHTS AND RESPONSIBILITIES:

1. Niche: To select a niche from the available inventory (subject to approval of the Foundation);
2. Exclusive Rights: To have exclusive right, subject to the *Rules and Regulations for Operation of The Shepherd’s Garden of LLUMC* (the “Rules”) to inurn ashes of one or two natural persons in a niche of The Shepherd’s Garden;
3. Memorial Inscription: To provide the information for the inscription to be placed by LLUMC on the front of the niche;
4. Payment of Subscriber Fees: To pay herewith the Subscriber Fee according to the current Schedule of Fees in effect, a copy of which has been provided to Subscriber;
5. Compliance with Rules: To comply at all times with all rules and regulations heretofore or hereafter promulgated and adopted by LLUMC or the Foundation for the operation of The Shepherd’s Garden, it being expressly acknowledged that LLUMC or the Foundation may at any time amend or modify the rules and regulations applicable to The Shepherd’s Garden;
6. The Subscriber agrees that the Rules governing operation of The Shepherd’s Garden as now existing or which may exist in the future are a part of this Agreement for all purposes, and acknowledges receipt of the existing Rules.

THE FOUNDATION, ON BEHALF OF LLUMC AGREES:

1. Care and Maintenance: To provide perpetual care and maintenance of The Shepherd’ Garden including architectural features thereof.
2. Permanent Records: To maintain accurate permanent records of *Certificates of Inurnment Rights and Agreements Regarding Inurnment Rights* and of the names of the deceased and the location in The Shepherd’s Garden where each person’s ashes have been inurned.
3. Furnish Rules and Regulations. To make available to all members of the Church and each Subscriber a copy of amendments to the *Rules and Regulations*, promptly following Enactment.

IT IS MUTUALLY AGREED:

1. Transfer: All rights conferred by this *Agreement Regarding Inurnment Rights* are specific to the Subscriber and may not be sold, assigned or otherwise transferred and may not be pledged as collateral for any loan; provided however, pursuant to the *Rules and Regulations*, a Subscriber may apply to LLUMC to transfer the rights granted herein to an eligible transferee of the Subscriber, subject to the then-applicable transfer fee and Rules and Regulations as determined by the Columbarium Committee and LLUMC shall not unreasonably withhold authorization of such transfer.
2. Refund Policy: Refunds shall not be permitted. If payments are being made over time, those payments must be kept current (monthly) and the must be made by automatic draft or automatic charge from or to a bank account or credit card. If payments fall more than 60 days behind, the rights are subject to forfeiture. No refunds are to be made.
3. Relocation of The Shepherd's Garden: LLUMC shall have the authority and right to exhume and re-inurn ashes, and to move The Shepherd's Garden and other architectural features thereof if for any reason it becomes necessary for the Church to relocate the Church and/or The Shepherd's Garden; provided, however that LLUMC shall make reasonable, good faith efforts to notify each Subscriber, or such person's surviving kin, in advance of such removal as described in the Rules and Regulation of The Shepherd's Garden.
4. Entire Agreement: This Agreement, together with the *Certificate of Inurnment Rights* and the *Rules and Regulations for Operation of The Shepherd's Garden* incorporated herein, constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the parties have executed this *Agreement Regarding Inurnment Rights* this the _____ day of _____, 20 _____.

Subscriber

Subscriber

LOVERS LANE UNITED METHODIST CHURCH FOUNDATION

By: _____

For Office Use Only:
Wall: A B C D E
Niche #: _____

[initials]