

**AGREEMENT FOR RESERVATION OF USE  
OF THE MEMORIAL GARDEN  
OF THE  
WINNETKA COVENANT CHURCH**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between The Winnetka Covenant Church (hereinafter the "Church") and \_\_\_\_\_ and \_\_\_\_\_, (hereinafter individually or jointly the "Purchaser").

WHEREAS, the Church has a Memorial Garden (the "Memorial Garden") on its property located at 1200 Hibbard Road, Winnetka, Illinois to be used for the in-ground interment of cremated human remains;

WHEREAS, the Purchaser desires to purchase from the Church a reservation for use of the Memorial Garden subject to the terms and conditions of this Agreement and the Rules and Regulations for use of the Memorial Garden and Columbarium in effect from time to time; and

WHEREAS, the Purchaser has paid to the Church \$\_\_\_\_\_ (the "Purchase Price"), the sufficiency and receipt of which the Church hereby acknowledges,

NOW THEREFORE, in consideration of the foregoing recitals and other promises and agreements as set forth herein, the Church and Purchaser agree as follows:

1. The Church acknowledges that the Purchaser has paid at the time of executing this Agreement the full the price for the reservation of use of the Memorial Garden.
2. Custody and control of the Memorial Garden and all matters relating thereto are and shall be vested in all respects in the Church.
3. In return for the payment of the Purchase Price, Purchaser receives only the right to inter ashes of Designee in the Memorial Garden.
4. Except for a Memorial Plaque provided through the Church, no markers, individual plantings or floral arrangements will be permitted, except as provided by policies established by the Columbarium Committee. In lieu thereof, floral memorials for the Church may be arranged through the Church office.
5. No Purchaser, Designee, or any other person will have any right, expectation or cause of action against the Church concerning the physical location, maintenance, security or appearance of the Memorial Garden. The Memorial Garden may be discontinued or relocated in another appropriate place as the Church, in its sole discretion, may deem proper, without incurring any liability or obligation resulting from the loss or disturbance of, or damage to, the ashes of any person interred in the Memorial Garden.
6. The Designee's ashes will be interred directly in the earth, and will not be preserved intact or recoverable.
7. The Memorial Garden is a part of the surrounding churchyard and is and will continue to be used for many church-related purposes.

8. No assignment of the Purchaser's rights under this Agreement, whether voluntary, involuntary or by operation of law, may be made or be effective without the prior written consent of the Church, in its discretion.
9. Upon the Columbarium Committee's refusal to approve a request to assign Purchaser's rights, or to change the Designee(s), or for other good cause, Purchaser may request that the Columbarium Committee cancel this Agreement. The Church shall then have the absolute right to elect, but need not so elect, to cancel this Agreement. If the Church elects to cancel the Agreement, the Purchase price less an administrative fee of \$300.00 shall be returned to Purchaser within sixty (60) days of the Church's election to cancel. No interest or other charges will be due to Purchaser in the event of such a cancellation. All liability of the Church under this paragraph shall be strictly limited to return of the Purchase Price less the administrative fee.
10. The Church has adopted Rules and Regulations for the Memorial Garden and Columbarium. Purchaser acknowledges that the Church may in its sole discretion amend those Rules and Regulations from time to time. Copies of the Rules and Regulations will be available in the Church Office during hours when the office is open. Purchaser agrees that the use of the Memorial Garden and all rights and obligations under this Agreement are subject to those Rules and Regulations as amended from time to time.
11. The purchase of a reservation to use the Memorial Garden does not convey to Purchaser any property interest in the Memorial Garden and Columbarium, or any other property (real or personal) of the Church, title to all of which shall at all times remain with the Church.
12. NEITHER THE CHURCH NOR ANYONE ACTING ON BEHALF OF THE CHURCH SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE CHURCH OR ANYONE ACTING ON BEHALF OF THE CHURCH FOR ALL CLAIMS, IN TORT, CONTRACT, OR OTHERWISE, RELATED IN ANY WAY TO THIS AGREEMENT OR THE USE OF A NICHE IN THE COLUMBARIUM SHALL BE LIMITED TO RETURN OF THE ORIGINAL PURCHASE PRICE PAID BY PURCHASER.
13. The reservation in this Agreement will be used to inter the Memorial Garden the cremated remains of the following individual(s) (the "Designee(s)"):  
  

_____	_____
(name)	(name)

14. While the Church presently anticipates that it shall operate the Memorial Garden and Columbarium at its present location for the foreseeable future, no representation is made that the Memorial Garden and Columbarium shall be maintained by the Church in perpetuity. Purchaser acknowledges that the Church may in its sole discretion decide to cease operating the Memorial Garden and Columbarium.
15. By this Agreement, the Church provides only the use of the Memorial Garden. The Church does not to perform, arrange, or pay for the cremation of the bodies of persons to be inurned.

- 16.** The purchase price for use of the Memorial Garden includes the costs of engraving and placing a memorial plaque in the Memorial Garden.
- 17.** It shall be the sole responsibility of the Purchaser to keep the Church advised at all times of the Purchaser's current mailing addresses. Purchaser acknowledges that the Church has no such responsibility.
- 18.** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to and shall not provide rights to any other parties.
- 19.** This Contract will be construed and governed by the laws of the State of Illinois, and venue for all disputes in any manner related to this Agreement or the Columbarium shall be in any court in Cook County, Illinois. All parties hereto and anyone claiming rights hereunder submit to the jurisdiction of the courts located in Cook County, Illinois. In the event that the Church (or anyone acting on behalf of the Church) is the prevailing party in litigation concerning this Agreement or the Columbarium, the parties agree that the Church (or any person acting on behalf of the Church) shall be awarded its reasonable costs in such litigation, including reasonable attorney's fees incurred therein.
- 20.** This Agreement, along with the incorporated Rules and Regulations, constitutes the entire agreement between the parties concerning use of the Memorial Garden.

Purchaser:

On behalf of Winnetka Covenant Church

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_