

**AGREEMENT FOR PLACEMENT OF A PLAQUE ON THE
MEMORIAL WALL IN 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 _____ (hereinafter the "Purchaser").

WHEREAS, the Church has a Memorial Wall in or near the Memorial Garden (the "Memorial Garden") constructed on its property located at 1200 Hibbard Road, Winnetka, Illinois;

WHEREAS, the Purchaser desires to purchase from the Church a Plaque to be Placed on the Memorial Wall 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 placement of a plaque on the Memorial Wall.
2. Custody and control of the Memorial Wall, 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 have the Church place a plaque on the Memorial Wall.
4. Except for the Memorial Plaque that is purchased 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 Wall or Memorial Garden. The Memorial Wall and 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 Memorial Plaque.
6. 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.

7. 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.
8. 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.
9. The Memorial Plaque to be placed on the Memorial Wall will be engraved with the following information:

_____ (name)

_____ (name)

Born: _____

Born: _____

Died: _____

Died: _____

10. 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.
11. 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.
12. 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.
13. 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__