

Contract No. \_\_\_\_\_ Garden Site Location \_\_\_\_\_  
**MEMORIAL GARDEN LICENSE AGREEMENT**

United Presbyterian Church of Peoria, Illinois

This agreement, dated \_\_\_\_\_, is by and between the United Presbyterian Church of Peoria, Illinois (Licensor), a religious corporation organized under the laws of the State of Illinois, and situated at 2400 W. Northmoor Road; Peoria, Illinois 61614-3343, and \_\_\_\_\_ (Licensee), of \_\_\_\_\_

**License Granted**

In consideration of payment of \$1,800 (of which \$1,000 is received as a tax- deductible contribution) to be paid by Licensee as follows: \$600 with the execution of this Agreement and \$600 each year until fully paid, *Licensor* hereby extends to the *Licensee*, subject to provisions hereof, the privilege to inter the ashes of one person, being the *Licensee* or members of the family of the Licensee, within the Memorial Garden of the *Licensor*, and/or to have the name of such individual engraved--with or without the interment of ashes--on a memorial stone to be placed in the courtyard of the Memorial Garden.

**Terminology**

"The family of the *Licensee*" is understood to mean any person who is a parent, spouse, descendant (including a stepchild and/or an adopted child), brother or sister of *Licensee*, and the spouse of a descendant, brother, or sister of *Licensee*.

"Memorial Garden" is understood to mean any part of the property of the *Licensor* designated as the Memorial Garden on the plat now on file in the office of the *Licensor* and with the City of Peoria, Illinois, and includes the lawn and landscaping surrounding the courtyard wherein interment may take place.

**Interment**

The ashes/cremains of any individual to be interred in the Memorial Garden may be placed within a container provided by or through the *Licensee*, which container will be placed beneath a memorial stone designated for said interment. The burial urn may be placed in an outer urn container, if Licensee desires. In such event, *Licensee* is responsible for provision of the outer urn container. Subject to availability, *Licensee* may designate the interment location among the memorial stones within the Garden courtyard. *Licensor* agrees to inter the ashes of the individual named beneath such memorial stone. An individual stone will be placed for each individual interment.

All interments of ashes/cremains and engraving of memorial stones shall be conducted by or at the control and direction of the *Licensor*. Only ashes/cremains may be interred in the Memorial Garden, and no monument or headstone may be placed in the Memorial Garden other than the memorial stone. *Licensor* may establish other rules and regulations as it deems necessary and appropriate regarding use of the Memorial Garden and access thereto.

**Markers**

Markers shall be of a granite stone determined by the *Licensor* consistent in size, being 16" x 10" x 4", and allowing for a 4" space around the stone. Markers will be engraved at the direction of the *Licensor*. The *Licensor* will maintain a contract with *Abel Vault and Monument Company* of Pekin, Illinois, to furnish, install, and engrave all markers, under the direction of the *Licensor*. The cost of the engraving is understood to be part of the donation of the *Licensee*.

### **Memorial Garden Endowment**

All monies received by *Licensor* under the terms of this Agreement, and all similar agreements concerning the Memorial Garden, shall be held by *Licensor* in an individual account of the *Licensor*, said account to be designated "Memorial Garden Endowment". This account and the income therefrom, if any, shall be applied to the payment of all costs attributable to the establishment of the Memorial Garden substantially in accordance with the plans on file in the office of the *Licensor*, and the maintenance and care, in first class condition, of the Memorial Garden. Any principal income of the Memorial Garden account, in excess of such costs, including any reserves which *Licensor* may deem advisable, may be applied to expansion of the Memorial Garden or any other purpose deemed appropriate to the care and continuation of the Memorial Garden, by the Church Session of the *Licensor*.

### **Decorations**

Persons wishing to place live loose fresh flowers or greens in the Memorial Garden may do so, but no artificial flowers or greenery, or containers of any type may be left in the Garden. Veterans will be remembered on Memorial Day and Veterans Day annually with a small American flag placed by *Licensor*.

### **Duties of Licensor**

*Licensor's* sole obligation respecting the Memorial Garden shall be to maintain and provide for care of the Memorial Garden. *Licensor* has no obligation to provide security or other protection for the Memorial Garden or any of its contents and shall have no liability for any losses, costs, claims, or damages (direct or consequential) arising out of any damages to said Garden or to any property, including without limitation, ashes/cremains or memorial stones, contained therein.

### **Assignment**

This Agreement is not assignable without the written consent of the *Licensor*. *Licensor* agrees not to withhold unreasonably its consent to an assignment to another member of the congregation of *Licensor*. This Agreement shall be binding on the heirs, successors, and permitted assignees of *Licensee*.

### **Revision**

This Agreement is subject to subsequent revision as may be necessary for proper management and stewardship of the Memorial Garden. It is hereby understood that no charge shall be retroactive.

### **Termination**

*Licensee* acknowledges that this Agreement does not create or convey any real property interest of any kind to *Licensee*, the family of *Licensee*, or any friends, relatives, or descendants thereof. In the event this Agreement is terminated for any reason, *Licensee* shall not be entitled to a refund of any donation made to the Memorial Garden Endowment.

This Agreement shall terminate in the event the property of *Licensor* is no longer used by *Licensor* as a place of worship. In such event, *Licensee* or the family of *Licensee* may remove from the Memorial Garden any ashes/cremains which are in an identifiable container and any memorial stone engraved pursuant to this Agreement. In the event the *Licensor* relocates to another site, all markers and any ashes/cremains in an identifiable container not removed as heretofore allowed will be relocated at the expense of the *Licensor* to the new site of the *Licensor*, placed as near as possible to their original manner of placement in the original Memorial Garden of *Licensor*, and this Agreement shall continue in force.

In witness whereof, *Licensor* has caused this Agreement to be executed by its Clerk of Session or other authorized representative, and Licensee has accepted the same, as of the date specified above.

LICENSOR:  
United Presbyterian Church of Peoria, Illinois

LICENSEE:

By: \_\_\_\_\_

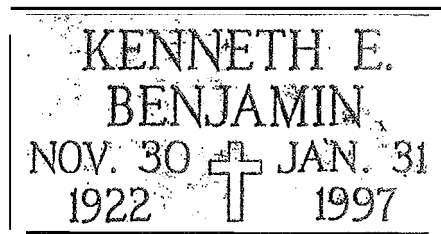
By: \_\_\_\_\_

Contract # \_\_\_\_\_

Garden Site # \_\_\_\_\_

Veteran? Yes/ No

Following is a *sample* of the manner in which the memorial marker will be inscribed.



To be completed only by *Licensor*.

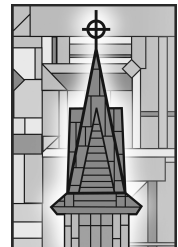
Site Contains: \_\_\_\_\_ Memorial Stone ONLY

\_\_\_\_\_ Memorial Stone AND ASHES ONLY

\_\_\_\_\_ Memorial Stone AND ASHES IN AN URN/CONTAINER

To be completed by *Licensee* and/or *Licensor*.

Biographical Data Page found on page 4 of this Memorial Garden Agreement



Biographical Data Page

[Please complete all information that applies]

Name (Person Memorialized): \_\_\_\_\_  
(First) (Middle) (Last)

Maiden Name (if applicable): \_\_\_\_\_

Month-Day-Year Town/City County State

Birth \_\_\_\_\_

Marriage \_\_\_\_\_

Death \_\_\_\_\_

Place of Burial \_\_\_\_\_

Military Service \_\_\_\_\_

Vocation(s) \_\_\_\_\_

Health Problems \_\_\_\_\_

Spouse \_\_\_\_\_

Birth of Spouse \_\_\_\_\_

Death of Spouse \_\_\_\_\_

Burial of Spouse \_\_\_\_\_

Father of Person Being Memorialized: \_\_\_\_\_

Mother of Person Being Memorialized: \_\_\_\_\_

Father-in-Law of Person Being Memorialized: \_\_\_\_\_

Mother-in-Law of Person Being Memorialized: \_\_\_\_\_

Children of Person Being Memorialized: \_\_\_\_\_

To be Completed only by Licensor:

Contract # \_\_\_\_\_ Garden Site # \_\_\_\_\_

Payment Record (Amount and Date Paid): \_\_\_\_\_

\_\_\_\_\_