

SAINT ANDREW'S LUTHERAN CHURCH MEMORIAL GARDEN AGREEMENT

Section 1. Definitions

1. "Agreement" is this contract between Saint Andrew's Lutheran Church and the Purchaser who wants to use the Memorial Garden for interment or memorial of a Member.
2. The "Memorial Garden" is the Columbarium, Cenotaph and associated landscaping and structures located at Saint Andrew's Lutheran Church, Bellevue, Washington.
3. The "Columbarium" is the structure containing Niches intended for the permanent storage of Remains of a Member.
4. The "Cenotaph" is the structure upon which engravings are placed to memorialize a Member.
5. A "Member" is the person or persons for whom this Agreement is executed providing for the disposition of Remains in the Columbarium or memorial on the Cenotaph. Members are: 1) current or past members of Saint Andrew's and their families; 2) current or past pastors of Saint Andrew's and their families; and 3) persons with strong ties to Saint Andrew's.
6. "Remains" are the cremated human remains of the Member for whom this Agreement is executed, providing for the disposition of those Remains.
7. The "Purchaser" is the person who signs this Agreement. The definition explicitly excludes the Purchaser's Personal Representative acting on behalf of the Purchaser subsequent to the Purchaser's death.
8. The "Council" is the Congregation Council of Saint Andrew's or its subcommittees, task forces, staff or other entity delegated by the Council to fulfill the Council's responsibilities contained within this Agreement.
9. A "Niche" is a space in the Columbarium.
10. A "Reservation" is the Purchaser's right to place a designated Member's Remains within a designated Niche in the Columbarium, or names and dates on the Cenotaph. A Reservation does not exist until the Purchaser and Saint Andrew's have both properly executed and signed this Agreement, and Purchaser has paid the full purchase price. A Reservation has been fulfilled, and no longer exists, when Saint Andrew's has been instructed by the Purchaser, or their representative, to place Member's Remains in a Niche, or engraving upon the Cenotaph.
11. "Saint Andrew's" is the Saint Andrew's Lutheran Church located in Bellevue, Washington.

Section 2. Memorial Garden Use

1. Only Members of Saint Andrew's may be named or interred in the Memorial Garden.
2. A Member may be memorialized by an engraving on the Cenotaph. Up to two names may be engraved. Reservation of a Cenotaph engraving does not provide for the disposition of Remains.
3. A Member may have an urn containing their Remains placed within a Niche in the Columbarium. Each Niche can hold one ("single niche") or two ("double niche") urns of

Remains, which need not be placed at the same time. Each Niche is sealed with a stone shutter. Only sealed urns containing Remains are allowed inside a Niche.

4. Inscriptions on both the Cenotaph and Columbarium are restricted to name, date of birth and date of death. No other inscriptions are permitted. Names will be first, middle (or maiden), last and suffix, such as Jr. or III. An initial for the first or middle name is acceptable. There can be no titles such as Dr., Capt., Rev., etc. The date will be written with abbreviated month, such as Mar. 29, 1929 for March 29, 1929. All inscriptions will be of the same size, font and style as determined by Saint Andrew's.
5. Direct scattering of Remains in the Memorial Garden is not permitted.
6. No sculptures or other memorials are allowed in the Memorial Garden. Flowers, real or artificial, flags, decorations or other memorabilia are not allowed in or around the Memorial Garden except for the time of a committal service and a brief period thereafter. Saint Andrew's will dispose of items not removed shortly after the service.
7. Access to the Memorial Garden is available at any time.
8. The Memorial Garden shall be maintained by Saint Andrew's so as to be safe, accessible, and attractive.
9. Saint Andrew's will endeavor to protect the Memorial Garden, but assumes no responsibility other than to afford the Memorial Garden the same protection provided for other property.
10. Only Saint Andrew's may open or close a Niche, or place or remove Remains.
11. Saint Andrew's shall administer the Memorial Garden and maintain records of Reservations, interments, Cenotaph engravings, and a memorial book of persons memorialized in the Memorial Garden.

Section 3. Agreement

1. To create a Reservation in the Memorial Garden, the Purchaser shall pay the full purchase price and sign this Agreement. When Saint Andrew's accepts this Agreement, the Agreement shall be signed by Saint Andrew's and a copy delivered to the Purchaser. At that time, a Reservation in the Memorial Garden will be deemed to exist.
2. Purchaser may request a specific Niche or space on the Cenotaph. Saint Andrew's will endeavor to fulfill placement requests subject to availability.
3. If purchasing a Reservation in a Columbarium Niche, the Purchaser swears that he or she has the legal authority to direct the disposition of the Member's Remains in accordance with the Revised Code of Washington Section 68.50.160. Saint Andrew's shall not be held liable for its reliance upon Purchaser's sworn statement.
4. Purchaser's rights under this Agreement may not be transferred, assigned or inherited without the written approval of Saint Andrew's. Purchaser's rights shall not be subject to claims of creditors.
5. Purchase of a Reservation is only for the Member(s) listed below in the Reservation Form. Reservations may not be transferred to another person without the written consent of Saint Andrew's.
6. Purchase of a Reservation does not constitute a sale of real property. Legal title to the Memorial Garden, and all included Niches, shall at all times remain with Saint Andrew's.

7. Purchaser may at any time notify Saint Andrew's in writing that he or she wishes to terminate this Agreement and its resulting Reservation. If the termination is approved by Saint Andrew's in its sole discretion, Purchaser will be refunded the purchase price less administrative costs.
8. This Agreement, when properly executed, shall be evidence of the Purchaser's right to a Reservation in the Memorial Garden.
9. This Agreement shall be subject to and governed by the laws of the State of Washington.
10. In the event of questions or disagreements regarding this Agreement, the Council will have final authority.

Section 4. Reservation

1. The Reservation's purchase price includes the costs of a simple urn, opening and closing a Niche, a Niche's shutter, engraving on the Columbarium or Cenotaph and a committal service. It does not include the cost of cremation, or any associated cost. The purchase price is not considered a charitable contribution to Saint Andrew's.
2. At the time of Member's death, the Member's representative will notify Saint Andrew's: (425) 746-2529. Saint Andrew's will arrange for the Reserved Niche or Cenotaph to be engraved and made available as soon as practical. A committal service will be arranged with Saint Andrew's pastoral staff.
3. The Member's representative will make the arrangements for cremation. A simple urn that is guaranteed to fit into a Niche may be picked up from Saint Andrew's. If using a different urn, the representative must inform the Funeral Director that the Niche dimensions are 9-1/4" wide by 9-1/4" high by 11" deep and will hold one or two urns.
4. Saint Andrew's requests a short biography of the Member, at the time of fulfilling a Reservation, to be kept in a memorial book.
5. Reservations are automatically forfeited if not used within one year of the Member's death, unless Saint Andrew's grants a written extension.
6. If the Purchaser, his or her surviving next of kin, Personal Representative or authorized agent is unable, after a reasonable search, to be found and/or contacted for a period of five years beginning on the date the absence was first discovered, then the Reservation will be deemed to be abandoned. An abandoned Reservation will be terminated and any purchase price paid forfeited. Saint Andrew's may then offer the former Reservation for resale.
7. Removal of Member's Remains for interment elsewhere may be permitted. A person having the legal authority to request such a removal shall submit a written and signed request to Saint Andrew's. Approval of the request and any refund are at the sole discretion of Saint Andrew's.
8. If, for any reason as determined by Saint Andrew's, the ongoing operation of the Memorial Garden is unfeasible, the following will apply: Saint Andrew's shall relocate to an appropriate place or make other arrangements for all Remains already placed in the Memorial Garden, which have not been removed by people legally entitled to do so. All Reservations not yet fulfilled shall terminate, and refunds may be given as determined by Saint Andrew's.

Reservation Form

- Double Niche in Columbarium - provides space for 2 urns and 2 names on shutter of one Niche: \$2,800
- Single Niche in Columbarium - provides space for 1 urn and 1 name on shutter of a Niche: \$1,800
- Two Names on Cenotaph - provides for two names on the cenotaph wall: \$450
- One Name on Cenotaph - provides for one name on the cenotaph wall: \$300

Requested Niche or Cenotaph placement: _____

Member Engraving Instructions:

Name (first middle last suffix)	Birth (mmm dd, yyyy)	Death (mmm dd, yyyy)
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Name (first middle last suffix)	Birth (mmm dd, yyyy)	Death (mmm dd, yyyy)
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Acknowledgement

I acknowledge having read and understand this Agreement. I specifically understand that my Reservation is not complete until I pay the full purchase price, this Agreement is approved by Saint Andrew's, and a signed copy delivered to me. I swear that the above Reservation Form indicates my wishes for the remembrance in the Saint Andrew's Memorial Garden of the Member(s) listed above. I agree to abide by this Agreement, both in its present form and as may be amended from time to time. I agree this Agreement shall be binding upon me, my respective heirs, executors, administrators, personal representatives, successors and assigns. If I am purchasing a Niche Reservation for a Member other than myself, I swear that I have the legal authority to direct the disposition of that Member's Remains.

Purchaser's Signature

Date

Purchaser's Printed Name

Purchaser's Signature

Date

Purchaser's Printed Name

Witness

I swear that I witnessed the above named Purchaser(s) sign this Agreement, and that they did so of their own free will and accord.

Witness' Signature

Date

Witness' Printed Name

Witness' Address

Witness' Phone Number

Payment Received

The purchase price of this Agreement has been received in full.

Saint Andrew's Signature

Date

Acceptance

Saint Andrew's Lutheran Church accepts and agrees to be bound by this Agreement.

Signature

Date

Printed Name and Saint Andrew's Title

Reservation Confirmed

Reserved Niche or Cenotaph placement: _____

Date of first Member Reservation fulfilled: _____

Date of second Member Reservation fulfilled: _____

RCW 68.50.160

Right to control disposition of remains — Liability of funeral establishment or cemetery authority — Liability for cost.

(1) A person has the right to control the disposition of his or her own remains without the predeath or postdeath consent of another person. A valid written document expressing the decedent's wishes regarding the place or method of disposition of his or her remains, signed by the decedent in the presence of a witness, is sufficient legal authorization for the procedures to be accomplished.

(2) Prearrangements that are prepaid, or filed with a licensed funeral establishment or cemetery authority, under RCW 18.39.280 through 18.39.345 and chapter 68.46 RCW are not subject to cancellation or substantial revision by survivors. Absent actual knowledge of contrary legal authorization under this section, a licensed funeral establishment or cemetery authority shall not be held criminally nor civilly liable for acting upon such prearrangements.

(3) If the decedent has not made a prearrangement as set forth in subsection (2) of this section or the costs of executing the decedent's wishes regarding the disposition of the decedent's remains exceeds a reasonable amount or directions have not been given by the decedent, the right to control the disposition of the remains of a deceased person vests in, and the duty of disposition and the liability for the reasonable cost of preparation, care, and disposition of such remains devolves upon the following in the order named:

- (a) The surviving spouse.
- (b) The surviving adult children of the decedent.
- (c) The surviving parents of the decedent.
- (d) The surviving siblings of the decedent.
- (e) A person acting as a representative of the decedent under the signed authorization of the decedent.

(4) If a cemetery authority as defined in RCW 68.04.190 or a funeral establishment licensed under chapter 18.39 RCW has made a good faith effort to locate the person cited in subsection (3)(a) through (e) of this section or the legal representative of the decedent's estate, the cemetery authority or funeral establishment shall have the right to rely on an authority to bury or cremate the human remains, executed by the most responsible party available, and the cemetery authority or funeral establishment may not be held criminally or civilly liable for burying or cremating the human remains. In the event any government agency provides the funds for the disposition of any human remains and the government agency elects to provide funds for cremation only, the cemetery authority or funeral establishment may not be held criminally or civilly liable for cremating the human remains.

(5) The liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent in the same degree of kindred, in the order listed in subsection (3) of this section, and upon the estate of the decedent.

[2005 c 365 § 141; 1993 c 297 § 1; 1992 c 108 § 1; 1943 c 247 § 29; Rem. Supp. 1943 § 3778-29. Formerly RCW 68.08.160.]

Notes:

Disposal of remains of indigent persons: RCW 36.39.030.

Order of payment of debts of estate: RCW 11.76.110.