

AGREEMENT FOR PLACEMENT OF A PLAQUE ON THE MEMORIAL WALL IN THE NARTHEX OF HAMBURG UNITED METHODIST CHURCH

THIS AGREEMENT is made on the _____ Day of _____, 20__ by and between the Hamburg United Methodists Church and _____ (hereinafter the "Purchaser").

WHEREAS, the Church has a Memorial Wall in or near the Columbarium located in the Narthex.

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 Regulation for use of the Columbarium and Memorial Wall in effect from time to time; And

WHEREAS the Purchase has paid to the Church \$200.00(the "Purchase Price") the sufficiency and receipt of which the Church hereby acknowledges.

NOW THEREFORE, in consideration of the forgoing 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 price for the placement of a plaque on the Memorial Wall,
2. Custody and control of the Memorial Wall 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 planting or floral arrangements will be permitted except as provided by the policies established by the Columbarium Committee.
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. The Memorial Wall and Columbarium may be discontinued or relocated in another appropriate 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 Columbarium and Memorial Wall. Purchases acknowledge 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 Wall and all rights and obligations under this Agreement are subject to Those Rules and Regulation as amended from time to time.

7. The purchase of a a reservation to use the Memorial Wall does not convey to Purchaser any property interest in the columbarium or any other property (real or personal) of the Church, title to all of which shall at all time remain with the Church.

8. NEITHER THE CHURCH OR ANYNE ACTING ON BEHALF OF THE CHURCH SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE. PURCHASERS SOLE AND EX LUSIVE REMEDY AGAINST THE CHURCH OR ANYONE ACTING ON BEHALF OF THE CHURCH FOR ALL CLAIMS, IN TORT, CONTRACT OR OTHEWISE, RELATED IN ANY WAY TO THIS AGREEMENT. SHALL BE LIMITED TO RETURN OF THE ORIGINAL PURCHASE PRICE PAID BY PURCHASER

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

PLEASE PRINT

_____ NAME

MONTH DAY YEAR BORN _____

MONTH DAY YEAR DIED _____

10. While the Church presently anticipates that it shall operate the Memorial Wall and Columbarium at its present location for the foreseeable future, no representation is made that the Memorial Wall and Columbarium shall be maintained by the Church in perpetuity. Purchases acknowledges that the Church may in its sole discretion decide to cease operation of the Memorial Wall 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 New York State, and venue for all disputes in any manner related to this Agreement or the Columbarium shall be in any court in Erie County, New York. All parties hereto and anyone claiming rights hereunder submit the jurisdictional the courts located in Erie County, NY. In that event the Church (or anyone a 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 o behalf of the Church) shall be awarded it reasonable cost s in such litigation, including reasonable attorney's fees incurred therein.

13. This Agreement along with the incorporated Rules and Regulation constitutes the entire agreement between the parties concerning use of the Memorial Wall.

PURCHASER: **On behalf of Hamburg United Methodist Church**

/s/ _____

/s/ _____

/s/ _____

Signed this _____ day of _____ 20 _____