

Columbarium and Prayer Garden  
Memorial Drive Presbyterian Church  
11612 Memorial Drive, Houston, Texas 77024

**AGREEMENT CONCERNING MEMORIAL WALL SPACE RIGHTS**

**Recitals**

Memorial Drive Presbyterian Church (the “Church”) has established a Columbarium and Prayer Garden for the use of past or present members, and past and present members of the ordained staff of the Church, and their immediate family members. The ownership and use of the Memorial Wall Spaces in the Columbarium and Prayer Garden are subject to the provisions set forth in this Agreement, the Guidelines for Purchase and Use of Memorial Wall Spaces and the Policies and Procedures of the Columbarium and Prayer Garden of Memorial Drive Presbyterian Church.

This Agreement is between the Church and the following person(s) or organization(s):

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(hereinafter referred to as the “Grantee” whether one or more persons or organizations) with regard to the purchase rights and use of a Memorial Space on the Memorial Wall in the Columbarium and Prayer Garden of the Church. The Church and Grantee are collectively referred to as the “parties.”

**Agreement**

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Purpose.** The Memorial Space forming the basis of this Agreement shall be used for the memorialization of deceased past or present members of the Church, and deceased past or present Ordained staff members of the Church and their immediate families, in accordance with the terms of this Agreement the Guidelines for Purchase and Use of Memorial Wall Spaces in the Columbarium and Prayer Garden of the Church, and the Policies and Procedures of the Columbarium and Prayer Garden of the Church adopted by the Columbarium Committee (hereinafter referred to as the “Committee”) and the Session of the Church.
2. **Memorial Space.** Grantee hereby purchases certain memorialization rights as set forth herein with respect to the Memorial Wall in the Columbarium and Prayer Garden, and Grantee shall have the opportunity to select the exact location of the Memorial Space from among available and designated Memorial Spaces on the Church’s Memorial Wall. Priority in selection of the exact location of the Memorial Space will be based upon the date and time that Grantee has applied and has paid the purchase price in full for a Memorial Space. In the event of a dispute or disagreement as to the date and time of one or more Grantee applications for a Memorial Space, such dispute or disagreement shall be determined by the Committee in its sole discretion, and Grantee agrees to be bound by such determination.
3. **Incising of the Memorial Space.** The incising fee per space is included with the full purchase of the Memorial Space rights. This incising shall be in the form approved by the Committee and, consistent with the guidelines set forth in the Policies and Procedures of the Columbarium and Prayer Garden of the Church, and shall contain the name, date of birth, and date of death of the person(s) who is to be memorialized.

4. **Purchase Price.** The total purchase price for Memorial Space rights is \$1,000.00, subject to adjustment by the Committee. Such price shall be paid by Grantee as indicated below:
- a. \_\_\_\_\_ (Indicate Single Urn or Double Urn purchase) In full; the receipt is hereby acknowledged.
  - b. In installments, as follows:
    - i. \_\_\_\_\_ (25% minimum) in cash, check, credit or debit card when this Agreement is signed; and
    - ii. Three (3) quarterly installments of \_\_\_\_\_ each, with the final installment due on or before the following date: \_\_\_\_\_, which shall be no more than twelve 12 months from the date of this Agreement. Payment of the quarterly installments will be due on or before the following dates:
 

1<sup>st</sup> Installment Payment Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

2<sup>nd</sup> Installment Payment Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

3<sup>rd</sup> Installment Payment Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_
  - c. No correspondence, notice or invoice will be sent to Grantee regarding installment payments, and it is the sole responsibility of Grantee to ensure that the installment timeline is followed. If Grantee fails to meet the above described installment payments Grantee, upon written request, may seek and receive reimbursement for that amount (without interest) which has been paid.
5. **Certificate of Ownership.** When the total price of a Memorial Space has been paid, the Church shall issue a written Certificate of Ownership to Grantee, confirming the Grantee's ownership of the Memorial Space rights.
6. **Transfer of Memorial Space Rights.** Grantee's rights in the Memorial Space may not be given, transferred, assigned or conveyed in any manner by Grantee to any other person or organization without the prior written consent from the Church. Should the Grantee or Grantee's personal representatives wish to give, transfer, assign or convey the space rights to Grantee's space to another person or organization, such request shall be made in writing to the Committee, which shall approve or disapprove the request at its sole discretion. Grantee shall be bound by such decision of the Committee.
7. **Heirs and Administrators.** Grantee understands that this Agreement shall be binding upon each Grantee, his or her heirs, executors, administrators, successors, and assigns.
8. **Warranty.** Grantee warrants the authority to execute this Agreement. The Church may request proof of such authority, however, neither the Church nor the Committee shall have any responsibility to inquire further into the authority of the person executing this Agreement or any other instrument relating to this Agreement.



