

# *The Memorial Chapel at All Saints-by-the-Sea*

## Contract for Purchase of Right of Use of a Memorial Plaque

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between All Saints-by-the-Sea, a California Nonprofit Religious Corporation having its address at 83 Eucalyptus Lane, Santa Barbara, CA 93108 (the "Church"), and

\_\_\_\_\_, a natural person having an address at \_\_\_\_\_ (the "Purchaser").

WHEREAS, the Church has established within its Memorial Chapel an area for the installation of plaques memorializing deceased members of the Church and deceased Family Members of such members (the "Memorial Chapel");

WHEREAS, by action of the Vestry of the Church certain Policies and Procedures for the Memorial Chapel have been adopted governing the administration and maintenance of the Memorial Chapel (the "Policies"), a copy of which is annexed hereto;

WHEREAS, the Purchaser desires to purchase and the Church desires to sell to the Purchaser the right of use of one or more memorial plaques in the Memorial Chapel upon all of the terms and conditions of this Contract and the Policies;

NOW THEREFORE, for and in consideration of good and valuable consideration, the parties hereby agree as follows:

1. The Church agrees to provide to the Purchaser the right of use of Plaque Number(s) \_\_\_\_\_ in or outside of the Memorial Chapel, as the case may be (the "Plaque(s)"), for the memorialization of the Designee(s) specified as set forth below (one per Plaque), and the Purchaser agrees to pay to the Church, simultaneously with execution and delivery of this Contract, the full purchase price therefor set forth in the Policies.
2. Immediately upon execution and delivery of this Contract and payment as aforesaid, the Purchaser shall execute and deliver to the Church a completed Reservation of Right of Use of a Memorial Plaque in the form annexed hereto (the "Reservation"), specifying (subject to amendment by the Purchaser) the eligible person(s) ("Designee(s)") designated by the Purchaser for memorialization in the Plaque(s) and, if the Purchaser so wishes, specifying a person who, following the death or legal incapacity of the Purchaser, is authorized to amend the Reservation.
3. Promptly following the execution of this Contract and payment as herein

provided (in the case of a Designee who is deceased) or promptly following the death of a Designee and delivery to the Church of the date of death (in the case of a Designee who is not deceased on the date hereof), the Church agrees to arrange for the stone cover of the Plaque to be inscribed with the Designee's name and dates of birth and death and to install the inscribed Plaque cover in the position(s) specified above, and thereafter to provide perpetual care therefor.

4. The Purchaser agrees, represents and warrants that the Purchaser has read the Policies and agrees to be bound by them in every respect, including any amendments to the Policies hereafter adopted by action of the Church Vestry (provided that no such amendment shall affect the purchase price paid herewith), that the Church shall retain full title to the Memorial Chapel and the plaques contained therein (including the Plaque(s)) and hereby grants only the right to use the Plaque(s) in accordance with the terms hereof, and that the Purchaser has the full legal right to enter into this Contract and that the same does not breach the terms of any other agreement or obligation binding upon the Purchaser.
5. This Contract (including all documents and instruments incorporated herein by reference) constitutes the entire agreement between the parties hereto, and all undertakings, negotiations, inducements or agreements heretofore entered into are superseded hereby. This Contract may not be changed orally, but only by an agreement in writing specifically referring to this Contract and executed by the Church and the Purchaser. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this Contract shall be governed by and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above set forth.

All Saints-by-the-Sea

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Purchaser

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)