



**GARDEN OF REMEMBRANCE
MEMORIAL PLAQUE AGREEMENT**

This Memorial Plaque Agreement (“Agreement”) is entered into this _____ day of _____, 202__, between The Seaside Interfaith Chapel, Inc. (the “Chapel at Seaside” or the “Chapel”) and _____ (the “Family”), collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Garden of Remembrance (the “Garden”) was established for the purpose of memorializing those deceased individuals who cherished the community of Seaside and the Chapel, or whose remaining loved ones do;

WHEREAS, the Garden is intended to provide a peaceful physical space where loved ones of the deceased may reflect and contemplate, with others or in solitude;

WHEREAS, the Garden is located outdoors on the North side of the Chapel at Seaside;

WHEREAS, the Parties desire to articulate their mutual understanding of the process and policies that will apply to establishing a memorial plaque in the Garden;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **DESCRIPTION:** The Garden consists of two locations for memorial plaques: the rear wall and the cenotaph. The Garden has space on the rear wall for approximately one hundred twenty (120) plaques and on the cenotaph space for approximately twenty-five (25) plaques.
2. **ELIGIBILITY:** A Memorial Plaque will be permitted in memory of the following individuals:
 - a. Those persons who regularly attend(ed) (the “Members”) the Chapel;
 - b. Spouses of Members and former Members of the Chapel;
 - c. Children, to include step-children, of Members and former Members of the Chapel;
 - d. Parents, to include step-parents, of Members or former Members of the Chapel;
 - e. Current or former ministers of the Chapel at Seaside;
 - f. Parents, to include step-parents, of current or former ministers of the Chapel;
 - g. Children, to include step-children, of current or former ministers of the Chapel;

- h. Current or past homeowners of Seaside that cherish(ed) their experience with the Chapel
 - i. Current or past visitors to Seaside or the greater 30A community that cherish(ed) their experience with the Chapel
 - j. Individuals who are approved in the sole discretion of the Board of the Chapel, based on their service or contributions to the Chapel or the Seaside community, or who have furthered the values of the Chapel or the Seaside community.
3. **FEE:** The Family shall pay one lump sum, non-refundable fee and no additional fees for the Memorial Plaque in the Garden (the "Fee"), as further described below:
- a. The Fee for a Memorial Plaque on the Cenotaph shall be Ten Thousand Dollars and No Cents (\$10,000).
 - b. The Fee for a Memorial Plaque on the Rear Wall shall be Five Thousand Dollars and No Cents (\$5,000).
4. **MAINTENANCE AND LIABILITY:** The Chapel shall be responsible for the maintenance, repair and care of the Garden and the Memorial Plaque; provided however, that the Chapel shall not be responsible for payment of expenses or liability for loss or damages, whether direct or indirect, economic or non-economic, special or consequential, arising from loss or damage from causes beyond the Chapel at Seaside's reasonable control, including but not limited to the following: an act of God, tropical weather impact, exposure to the elements, vandalism, malicious acts, criminal activity, riots, order of military or civic authority, or such other cause not within the reasonable control of the Chapel. The Family agrees to indemnify and save and hold harmless the Chapel from and for, any and all liability, claims, suits, proceedings, demands, losses, damages or expense of any name or nature, including administrative orders, proceedings and arbitration, which Family sustains or incurs, including all claims regarding the negligence or fault of the Chapel, property loss, personal injury or death, resulting in any way, or in any manner connected with the Family's use, occupation, or location, in, on or around the property owned or controlled by the Chapel.
5. **LOCATION.** The Chapel reserves the right to identify where on the Rear Wall or Cenotaph a Memorial Plaque will be placed. If the individual who will be identified on the Memorial Plaque is deceased, a Memorial Plaque shall be engraved and affixed to either the Rear Wall or the Cenotaph. If the individual who will be identified on the Memorial Plaque is not deceased, an unspecified space will be reserved, and the Chapel will designate the exact location of the Memorial Plaque upon death. The Family shall be responsible for notifying the Chapel upon the death of an individual who be identified on a Memorial Plaque.
6. **HISTORICAL PRESERVATION AND POSSESSION.** Upon the death of the individual who will be identified on the Memorial Plaque, the Chapel will record the information inscribed on the Memorial Plaque in the Garden's Book of

Remembrance. The Chapel shall maintain perpetual ownership and possession of the Memorial Plaque.

7. **ENGRAVING AND INSTALLATION.** The Chapel shall arrange for and coordinate the engraving of the Memorial Plaque, according to the standards and specifications of the Chapel, in its sole determination. The Chapel shall select a uniform design, style, and size for the engraved wording on the Memorial Plaque. The engraving on the Memorial Plaques shall be limited to the following information:
- a. The individual's name, as it appears on the individual's birth certificate or death certificate, or as presented in writing by the Family;
 - b. The year of birth; and,
 - c. The year of death.

No other information, language or pictures of any kind, including but not limited to titles, fraternal emblems, symbols, punctuation, or markings, are permitted on the Memorial Plaque. The Chapel or its designee shall be solely responsible for the installation of the Memorial Plaque.

8. **CHAPEL POLICIES and PROCEDURES:** The Parties acknowledge the following rules and policies:
- a. The dispersing of cremated remains is prohibited at the Chapel and Garden.
 - b. If desired, the Family may request for an additional fee a memorial and/or dedication service, developed and coordinated by the Chapel's minister in consultation with the Family.
 - c. In its sole discretion, the Chapel may archive or otherwise properly dispose of any Memorial Plaque that does not meet the Chapel's standards and specifications, including but not limited to reasons such as the plaque's fitness for the intended purpose, functionality, damage, cost to repair, sustainability, or for any other reason the Chapel deems appropriate. Should the Chapel need to dispose of any Memorial Plaque, the Chapel shall so notify the Family and provide it with a first right of refusal to accept within a limited time period the Memorial Plaque.
 - d. The Chapel reserves the right, in its sole discretion, to prohibit any type of service, gathering or activity at the Chapel or in the Garden. Paranormal rituals and/or investigations of any kind are strictly prohibited.
 - e. The Chapel may modify the Policies and Procedures applicable to the use of the Garden from time to time.

SIGNATURES ON FOLLOWING PAGE

The Seaside Interfaith Chapel, Inc.

BY: Gerald Meinecke, Chairman

DATE: _____

The Family

BY: _____

DATE: _____