

CONTRACT FOR SALE

This agreement, made this _____ day of _____, 2012, between LOUISVILLE PRESBYTERIAN THEOLOGICAL SEMINARY, the Seller, and _____, the Purchaser, witnesseth:

The Seller hereby covenants and agrees that, upon the full performance by the Purchaser of the covenants named herein, it will, in consideration therefore, grant unto the Purchaser the right to have the Purchaser's ashes interred in the Memorial Garden in honor of Lela Nelson Rhodes at Louisville Presbyterian Theological Seminary, lying in the City of Louisville, County of Jefferson and State of Kentucky.

The Purchaser agrees to pay therefore to the Seller as the full purchase price of said right the sum of Four Hundred Dollars (\$400.00). The purchase price includes the cost of the interment of the ashes. Payment is due upon execution of this Agreement.

The Seller, upon execution of this Agreement and receipt of the full consideration, will place at the time of interment a bronze plaque upon the stone wall surrounding the Memorial Garden. The bronze plaque will be designed by the Seminary. The Purchaser has the option of having the seal of the Presbyterian Church included on the bronze plaque.

The Seller warrants the following to the Purchaser:

- (1) The Memorial Garden in honor of Lela Nelson Rhodes at Louisville Presbyterian Theological Seminary is to exist in perpetuity for the burial of ashes.
- (2) Interment of ashes in the Memorial Garden is restricted to the following: students, alums, staff, administrators, faculty, Trustees and friends and spouses of the above, as well as families of former faculty, staff, administrators, Trustees and spouses.
- (3) Ashes will be interred by Seminary staff or by a family representative.
- (4) Families may choose to have the ashes either (a) contained in a biodegradable container (furnished by the family), or (b) poured directly into the ground without a container.
- (5) No spot within the Garden will be designated for a specific individual.
- (6) Family members may reserve adjacent plaque sites for spouses for future use.

- (7) All arrangements for funeral/memorial services and the delivery of the ashes to the Louisville Seminary campus shall be the responsibility of the family or friends of the deceased in coordination with the Seminary.
- (8) An interment service may be conducted by clergy of the family's choosing or, on occasion, by a member of the Seminary staff or Faculty.
- (9) Flowers can *only* be placed in the Garden at the time of interment and may remain in the Garden for one week after interment. Flowers may not be placed in the garden at other times.
- (10) Families wishing to memorialize loved ones may wish to consider donating trees, shrubs, or benches for the Louisville Presbyterian Theological Seminary campus.
- (11) The Seminary will provide maintenance and security for the Memorial Garden.
- (12) All fees are refundable if the Purchaser wishes to change burial arrangements, provided the plaque has not been ordered.

It is expressly understood and agreed that time is the essence of contract, and that the Purchaser shall hereby acquire no rights whatever in or to said premises save and except the right of interment of ashes thereon, which right shall be exercised according to the bylaws and rules of the Seller, and the Purchaser hereby grants and conveys to the Seller all rights, save that above mentioned, in or to said premises acquired by the execution and delivery by the Seller of this instrument.

The above Agreement is the entire Agreement between the Parties.

Louisville Presbyterian Theological Seminary, Seller

By: _____
Patrick Cecil
Vice President for Finance/CFO

Purchaser: _____

Address of Purchaser: _____

Telephone Number: _____

Purchaser's Next of Kin _____
(Include Address) _____

Telephone Number _____