

**Desert Foothills Lutheran Church  
Memorial Garden and Columbarium  
Niche Application and Agreement**

29305 North Scottsdale Road  
Scottsdale, AZ 85262  
480.585.8007 [www.dflc.org](http://www.dflc.org)

Assigned location \_\_\_\_\_

Applicant \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_  
*Street*

\_\_\_\_\_ *City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip*

Email Address \_\_\_\_\_

Acquired for \_\_\_\_\_ *Print name exactly as to be inscribed* \_\_\_\_\_ *Year of Birth* \_\_\_\_\_ *Year of Death*

Acquired for \_\_\_\_\_ *Print name exactly as to be inscribed* \_\_\_\_\_ *Year of Birth* \_\_\_\_\_ *Year of Death*

The applicant identified above applies for the following goods and services from Desert Foothills Lutheran Church:

A license to use a niche space at the above assigned location in the Memorial Garden for the cremated remains of one or two people. The package includes:

- Treated and polished cremation urn(s)
- Engraved brass name plates for urn(s)
- Opening and sealing of niche
- Standard inscription on granite faceplate
- Related administrative services
- Perpetual maintenance of the Memorial Garden

Price of Niche: \$2,000.00

Applicant has received and agrees with the Terms and Conditions of the Memorial Garden.

Applicant's initials: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Receipt of the above application together with the sum of \$ \_\_\_\_\_ as payment in full is hereby acknowledged.

Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

# **Desert Foothills Lutheran Church Memorial Garden and Columbarium Terms and Conditions**

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## **1. General**

1.1 The purpose of the Memorial Garden is to provide a place on Desert Foothills Lutheran Church (hereafter referred to as "Church") property for the inurnment of the ashes of cremation. This garden also offers an opportunity to memorialize those interred elsewhere and is a place of quiet and beauty to use for meditation, prayer, and worship.

1.2 The Columbarium consists of niches, uniform in size, for the inurnment of the ashes of cremated humans. Each niche is covered with a granite faceplate, uniform in size, which will be engraved with the name(s) and year of birth and death of the deceased. Each niche can contain up to two urns. Arrangements for inurnment can be made through the Church Office or Pastor at any time. When possible, financial arrangements should be made before the need arises so that decisions can be calm and free from a sense of emergency. All fees must be paid prior to use.

1.3 The Memorial Wall consists of plaques containing the name, year of birth and year of death of the person being memorialized.

1.4 The Memorial Garden shall be managed by the Memorial Garden Trustees, hereafter referred to as "Trustees." The Trustees shall be under the direction of and report annually to the Church Council. The Trustees shall maintain appropriate records of all purchases and allowable transfers, openings, and removals, and handle any and all matters relating to the operation and maintenance of the garden. The Trustees will set the fee schedule.

1.5 The Trustees will work with the Purchaser to decide the placement of all remains. The exact location of an inurnment will be recorded on a master grid kept in the Church Office, and in the historic records of the Trustees.

1.6 The Church is not liable for the identification of the remains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the remains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all remains delivered to the Church for placement within a niche. Cremated remains in unapproved types of urns must be transferred into an approved type of urn prior to inurnment.

1.7 A niche may be opened and the contents removed only for good cause, as determined by a majority vote of the Trustees. Any expense will be borne by those requesting such action. All such openings and removals shall be fully documented with the Church being released from any and all further responsibility. Once remains are removed the Purchaser will forfeit all rights to said niche without monetary refund.

1.8 The Church does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, and morticians or by any other titles which might be construed as to claim any type of regulated position.

1.9 The Church claims exemption for The Cemetery Act as a religious organization, as proscribed by the State of Arizona.

## **2. Applicability**

2.1 To maintain the dignity of the Memorial Garden and to protect the interests of both the Purchaser and the Church, the Terms and Conditions apply to all who purchase a niche or plaque.

2.2 Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, Memorial Garden area. These rules may be changed by agreement of the Church Council as deemed necessary. Fee structuring and donations will provide for the continued operational quality provided by the Church.

## **3. Availability**

3.1 Interested parties may review current terms and conditions during regular Church Office hours or on the Church web site [www.dflc.org](http://www.dflc.org). A copy of these regulations will be provided with a signed copy of the Application Agreement.

## **4. Control of the Church**

4.1 All improvements of any kind on or surrounding areas designated for cremated remains or area for plaques are under the strict control of the Church for any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorials, plantings, landscape care of maintenance. The Church may remove any and all improvements at any time, for any reason. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval of the Church.

## **5. Access to Church Grounds**

5.1 The Church reserves the right to refuse entrance to the Memorial Garden. The Church reserves the right to set hours during which the Memorial Garden will be open or available for visiting or services.

## **6. Decorations**

6.1 Decorations shall be removed after inurnment and memorial services or at the discretion of the Trustees. The Church shall have no responsibility for the safekeeping of any decorations or floral containers. The Church shall have the right to remove any such decorations that remain after the conclusion of a service. The Trustees shall have the right to refuse any decorations that it deems to be inconsistent with the dignity of the Memorial Garden and Columbarium.

6.2 No flowers, plants or other decorations shall be placed in the Memorial Garden. No floral memorials or other ornamentation shall be attached to any wall or structure in the Memorial Garden and Columbarium. The Church shall have the right to remove any such ornamentation or correct any such alteration at the expense of the Purchaser.

## **7. Limitation of Liability**

7.1 The Church will make reasonable precautions to protect the Grantee from loss of damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes.

## **8. Additions or Amendments**

8.1 Amendments to these Terms and Conditions may be made upon recommendation by a majority of the Trustees and subsequent approval by the Church Council. Amendments will not be retroactive in effect.

8.2 Matters arising in connection with the operation and maintenance of the Memorial Garden not covered in the Terms and Conditions shall be determined by the Church Council upon the recommendation of a majority vote of Trustees.

8.3 Purchasers understand that the Trustees will manage the facility to the best of their ability, but neither the Church nor the Trustees are responsible for any damage or injury to the Memorial Garden or its contents.