

**Triumphant Love Lutheran Church
Resurrection Garden**

Austin, Texas

Rules and Regulations

April 1, 2010
Revised: September 1, 2010

**TRIUMPHANT LOVE LUTHERAN CHURCH
RESURRECTION GARDEN**

RULES AND REGULATIONS

TABLE OF CONTENTS

DEFINITIONS.....	3
PURPOSE AND SUPERVISION.....	4
INTERMENT.....	4
DISINTERMENTS FROM COLUMBARIUM AND REMOVAL FROM THE REMEMBRANCE WALL.....	6
TRANSFER OR RE-ASSIGNMENTS.....	7
FLOWERS, ORNAMENTS, DECORATIONS.....	7
INSCRIPTIONS.....	8
CONDUCT OF PERSONS WITHIN THE TLRG.....	8
CHANGE OF SUBSCRIBER ADDRESS.....	8
MODIFICATIONS AND AMENDMENTS.....	8
FORMS.....	9
Attachment 1: Schedule of Fees for Niches and Plaques.....	10
Attachment 2: Reservation and Record Form.....	11
Attachment 3: Certificate of Columbarium Interment Rights.....	13
Attachment 4: Certificate of Remembrance Wall Memorial Rights.....	14
Attachment 5: Agreement Regarding Interment Rights.....	15

TRIUMPHANT LOVE LUTHERAN CHURCH RESURRECTION GARDEN

RULES AND REGULATIONS

- A. DEFINITIONS. The following words and terms, when used in these Rules and Regulations, shall have the following meanings, unless the context clearly indicates otherwise:
1. “Certificate” means a Certificate of Interment Rights that the Church issues which grants the right to place cremated human remains of one (1) or two (2) persons in a Niche or memorialize one (1) or two (2) persons on a Remembrance Wall Plaque. Upon receipt of full payment of the fee, the TLRG Committee shall deliver the Certificate to the Subscriber along with a copy of these Rules and Regulations. The TLRG Committee shall issue the Certificate in the name of the Subscriber only, and the TLRG Committee shall not issue the Certificate until the Subscriber has agreed to and signed the Agreement Regarding Interment Rights in the TLRG.
 2. “Chair,” “Chairman,” or “Chairperson” is the individual who chairs the TLRG Committee.
 3. “Columbarium” is the dedicated structure(s) within the TLLC Resurrection Garden containing Niches for the Interment of cremated human remains.
 4. “Congregation Council” or “Council” means the Congregation Council of TLLC.
 5. “Church,” “Triumphant Love Lutheran Church,” and “TLLC” refers to Triumphant Love Lutheran Church, Austin, Texas.
 6. “Church Staff” means the administrative and clerical staff members that the Church employs.
 7. “Decedent” is the person whose cremated remains are placed in an Urn for Interment in a Niche or otherwise scattered or placed in the ground.
 8. “Inscription” means the inscribed information on the face of each Niche Front or Remembrance Wall Plaque that includes only the name(s) of the Decedent(s) birth date(s), and date(s) of death. Titles, awards, degrees, or other information shall not be included in the Inscription.
 9. “Interment” is the placement of cremated remains in their final resting place, whether placed in a Niche or scattered on the ground.
 10. “Niche” refers to a 12” x 12” x 12” space in a permanent, specially-constructed framework of a Columbarium, which has a capacity for one (1) or two (2) Urns in which cremated human remains are placed. Each Niche shall include a Niche Front identifying Inscription plaque.
 11. “Niche Front” is a uniform, 12” x 12” granite front tile forming the outside face of the Niche.
 12. “Pastoral Staff” means any ordained clergy under call or contract to the Church.

13. "Remembrance Wall" is the dedicated wall adjacent to the Triumphant Love Woods Canyon that contains plaques to memorialize those whose ashes are scattered or who are interred elsewhere.
14. "Remembrance Wall Plaque" is the uniform 8" x 12" granite plaque permanently installed in the Remembrance Wall.
15. "Senior Pastor" means the ordained clergy under call or contract to the Church serve as the Senior Pastor, or should the Senior Pastor title fall into disuse, the ordained clergy functioning in a comparable role.
16. "Subscriber" is the person who has purchased the rights to use a Niche or a Remembrance Plaque. The Subscriber is the record owner of the rights as evidenced by a Certificate of Interment Rights that TLLC issued to the Subscriber.
17. "Triumphant Love Resurrection Garden" or "TLRG" means the designated quiet place for reflection and meditation, for Interment of cremated human remains, and to memorialize all those who died while being members of Triumphant Love Lutheran Church.
18. "Triumphant Love Resurrection Garden Committee" or "TLRG Committee" is the subcommittee of the TLLC Facilities Management Ministry responsible for the Triumphant Love Lutheran Church Resurrection Garden.
19. "Urn" is a permanent container used to place the cremated remains of the Decedent or Decedents.

B. PURPOSE AND SUPERVISION

1. Purpose. TLLC created the TLRG for the Interment of the ashes of the cremated human remains and to memorialize all members of TLLC who have died while members, regardless of where the members are interred.
2. General Planning. The TLRG is part of Triumphant Love Lutheran Church, Austin, Texas, which operates under the direction of its Pastoral Staff and Congregation Council. The Pastoral Staff and Congregation Council, in turn, have delegated certain powers to the TLRG Committee with respect to the operation of TLRG. The TLRG Committee is authorized to provide a set of Rules and Regulations for the Operation of the TLRG and to recommend any changes that may be required from time to time in such rules and regulations. The original rules and subsequent changes recommended by the TLRG Committee shall become effective when ratified by the TLLC Council.

C. INTERMENTS

1. Other Applicable Laws, Rules, and Regulations. In addition to the Rules and Regulations, all Interment, disinterment, and removal shall comply with all Federal, State, and Local laws, rules, and regulations to the extent the laws, rules, or regulations are applicable to the Church. Nothing in these Rules and Regulations shall be construed as a waiver of any exemption of the Church as provided pursuant to such laws, rules and regulations.

2. Eligibility. The following people may have their cremated remains interred or scattered:
 - a. Members or former members of TLLC;
 - b. Pastors and staff who served TLLC;
 - c. Spouses, parents, children and their spouses, and grandchildren (natural, adopted foster, or step) of the above; and
 - d. Others, upon request, when a TLLC pastor or the TLRG Committee approve.
3. Fees. The Church shall collect a fee for each Subscription. A Schedule of Fees shall state the current fee for use of the TLRG and is attached to these Rules and Regulations. The Church shall administer these fees in a manner consistent with other dedicated offerings. The Church may use this fund only for construction of the TLRG, including the purchase of additional Columbaria, supplies, Inscriptions, and for any future modification or maintenance of the TLRG, including development and maintenance of a prayer path. When TLRG is fully developed, and available funds exceed maintenance in perpetuity needs, the TLRG Committee may recommend the transfer of excess funds to the TLLC General Fund or for a specific purpose approved by the TLLC Council.
4. Applicant. The Applicant is the Subscriber or any person or persons that have the right to control the disposition, including cremation, of the Decedent's remains, as authorized in Section 711.002 of the Texas Health & Safety Code. The Applicant shall provide the Pastoral Staff with written documentation, as required under Section 711.002 of the Texas Health & Safety Code, that the Applicant has the right to control the disposition of the Decedent's remains.
5. Arrangement for Interment. The Pastoral Staff has complete and sole authority for all religious services of committal. The Applicant shall give sufficient and proper notice to the Pastoral Staff of the Applicant's intent to inter a Subscriber. A current or former pastor of TLLC, another minister, or a person designated by the family with the written approval of a current TLLC pastor, shall perform an Interment service, if a service is conducted. The Interment service shall be such a religious service as the Pastoral Staff authorizes.
6. Application for Interment. The Applicant shall submit an application for Interment, in writing, on the TLRG Reservation and Record Form that is provided by and filed with the Pastoral Staff.
7. Responsibility for Identity. The Applicant is responsible for the identity of the person whose remains the Applicant seeks to inter. The Church and the TLRG Committee are not liable for ensuring the identity of the person whose cremated remains are interred.
8. Limitations on Niche Use. Only one (1) or two (2) Urns may be interred in each Niche.
9. Interment Permits. The Subscriber, the Applicant, or the funeral director must secure and furnish to the Pastoral Staff any permits for Interment that any applicable Federal, State, or Local laws, rules, or regulations may require. The TLLC is not responsible for acquiring any such permits.

10. Interments in Niches. Interments in the Niches may be made in Urns of the Subscriber's choice, provided that the Urn must be of such size as to fit within the 12" x 12" x 12" space of a Niche. Cost of the Urn(s) is an expense of the Subscriber. Urn material and shape are the choice of the Subscriber.

11. Niche Fronts. All Niches will have a uniform Niche Front attached to the outside face of the Niche, which will be inscribed with the name of the Decedent, the birth date, and date of death. Cost of the Niche Front and Inscription is included in the purchase price of the Niche.

12. Opening and Closing of Niches. The Church will arrange for the opening and closing of Niches at the time of Interment. Cost for the initial Interment is included in the purchase price of the Niche. The Subscriber or Applicant shall pay the cost for any future opening and closing of Niches.

D. DISINTERMENTS FROM COLUMBARIUM AND REMOVAL FROM THE REMEMBRANCE WALL

1. Disinterment for Profit Prohibited. Disinterment or removal of cremated remains so that the Niche Interment rights may be sold for profit is repugnant to the ordinary sense of decency and is absolutely forbidden.
2. Disinterment from Niche. Cremated remains and the associated Niche Front may be removed from the original Niche in the Columbarium upon written consent submitted to the TLRG Committee. If the removal is requested by Subscriber or Applicant, then Subscriber or Applicant will pay all cost of removal. If the move is at the convenience of the Church, then there will be no charge.
3. Removal from Remembrance Wall. A Remembrance Wall Plaque may be removed from the Remembrance Wall upon written consent of the TLRG Committee. If the move is requested by Subscriber or Applicant, then Subscriber or Applicant will pay all cost of removal. If the move is at the convenience of the Church, then there will be no charge. Removal of a plaque without damage may not be possible; a duplicate plaque can be provided, cost to be born by the requestor.

Movement of the TLRG. In the event the Church is moved to another location or if the Church moves the TLRG to another location on Church property, then the Congregation Council is responsible for providing facilities for the re-depositing of the Urns and all Remembrance Plaques that is equal to or better than those facilities existing at that time. The Congregation Council shall exercise reasonable effort to locate and notify surviving heirs of the new location. In the event that the ownership of the Church property is transferred by the Church or that the TLRG facilities are discontinued, then the following restrictions apply:

- a. The Church shall terminate all rights to inter remains without any compensation to the Subscriber or heirs, unless an exception is deemed appropriate by the TLRG;

- b. The Congregation Council, or its successor, shall exercise reasonable effort to locate and notify surviving heirs, and afford them the opportunity to remove the cremated remains or Remembrance Plaques; and
- c. The Congregation Council, or its successor, shall not otherwise dispose of the Urns or Plaques within three (3) years after the TLRG facilities are discontinued for any reason.

E. TRANSFER OR RE-ASSIGNMENTS

1. **Unilateral Transfer of Interment Rights Prohibited.** All rights conferred by a Certificate of Interment Rights are specific to the Subscriber and shall not be assigned or transferred by unilateral act of the Subscriber or the Applicant. This prohibition includes any exchange for cash, value, gift, interviews gift, testamentary transfer, remuneration, or as a pledge as collateral for any loan.
2. **Consent of TLRG Committee.** A Subscriber may make written application to the TLRG Committee to transfer or assign the Subscriber's rights under a Certificate of Interment Rights or Agreement Regarding Interment rights to an eligible transferee. The application shall state the grounds of eligibility, as defined in these Rules and Regulations, of the proposed transferee. The Committee shall approve such request if the Committee finds the proposed transferee eligible. Upon such approval, the Subscriber or Subscriber's authorized representative shall surrender the Certificate of Interment to the TLRG Committee, and the TLRG Committee shall issue a new Certificate of Interments Rights to the approved transferee upon the transferee's execution of an Agreement Regarding Interment rights. The new transferee shall be bound by these Rules and Regulations.
3. **Transfer Charges.** All transfers of ownership in Interment rights to Niches, or rights to Remembrance Plaques, are subject to a charge set by the TLRG Committee. The charge must be paid to the TLRG Fund before the transfer is recorded on the books of the TLRG Committee and the new Certificate is issued.
4. **Time Limitation on Use of Niche.** If any Niche is not used within fifty (50) years of the purchase of Interment rights and if reasonable efforts have failed to locate any family of the Subscriber, then the TLRG Committee may reassign all rights to Interment in such Niche without any compensation to the Subscriber or heir.

F. FLOWERS, ORNAMENTS, DECORATIONS

1. **Floral Regulations.** No one may place flowers or plants in the TLRG at any time, with the exception of temporary decorations during special services and subject to the consent of the Pastoral Staff. The TLRG Committee suggests flowers for the sanctuary (behind the altar) as an appropriate means of honoring the deceased.
2. **Other Ornaments, Decorations.** The use of felt, crushed silk, satin, velvet, or other cloth in a TLRG Niche or elsewhere in the TLRG is prohibited. All boxes, cans, shells, toys, wreaths, metal, signs, cards, furniture, vases, photographs, artificial flowers, flags, or any other such article, emblem, or ornament are prohibited in or on the Columbarium or within TLRG. If so

placed, the TLRG Committee reserves the right to have any such articles removed and disposed of without notice or compensation.

G. INSCRIPTIONS

1. Uniformity of Inscriptions. The inscribing on all Niche Fronts and other granite plaques shall be of uniform size and style as determined by the TLRG Committee.
2. Conformity of Text. The Inscription shall consist of the name of the Decedent, birth date, and date of death only.
3. Correctness of Inscription. Incorporated in the Reservation and Record Form is an Inscription Order to be completed and signed by the person(s) entitled to do so. This form will include information to be relied upon in inscribing the Niche Front or Plaque. Arrangements for the inscribing, in accordance with the name and dates so furnished, will be made by the Church.

H. CONDUCT OF PERSONS WITHIN THE TLRG

1. Church Decorum. The TLRG is part of the Church and all persons entering the Garden shall conduct themselves in accordance with customary respectful decorum as normally observed in a church. As the entry sign states, "Please respect this sacred place."
2. Enforcement of Rules. The Pastoral Staff and TLRG Committee are hereby empowered to enforce all rules and regulations and to exclude from the Resurrection Garden any person violating respectful decorum.

I. CHANGE OF SUBSCRIBER ADDRESS

Subscriber Must Notify the Church Office: It shall be the duty of the Subscriber to notify the Church office of any change in mailing address. Notice sent to a Subscriber at the last address on file in the Church office shall be considered sufficient and proper legal notification for all purposes,

J. MODIFICATIONS AND AMENDMENTS

1. Exceptions and Modifications. Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon a recommendation of the Pastoral Staff, the TLRG Committee may make exceptions, suspensions, or temporary modifications and any such temporary exception suspension or modification shall in no way be construed as waiver of the general application of such rule. When such exceptions, suspensions or temporary modifications are made with regard to a particular person rather than the facility as a whole, they will be made in writing to reduce confusion.
2. Amendments. The TLRG Committee may at any time adopt new rules and regulations, or amend, alter, or repeal any rule regulation or article, section, paragraph or sentence in these rules

and regulations, provided, that any such change, addition or repeal shall not become effective until ratified by the Congregation Council.

- 3. Severability. If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these rules and regulations shall nevertheless, except on to the extent of such partial invalidity, remain and be valid and effective.

K. FORMS

- 1. **Schedule of Fees for Niches and Plaques** (See Attachment 1, page 10.)

- 2. **TLLC Resurrection Garden Reservation and Record Form**
(see Attachment 2, Page 11.)

The original is maintained in the TLLC Vault; copies are retained by the purchaser and the Office Manager.

- 3. **Certificate of Columbarium Interment Rights** (See Attachment 3, page 13.)

The original to the purchaser; copy maintained in the TLLC Vault.

- 4. **Certificate of Remembrance Wall Memorial Rights** (See Attachment 4, page 14.)

The original to the purchaser; copy maintained in the TLLC Vault.

- 5. **Agreement Regarding Interment Rights in the Columbarium and the Remembrance Wall** (See Attachment 5, Page 15.)

The original to the purchaser: copy maintained in the TLLC Vault.

ADOPTED by vote of the Congregation Council of Triumphant Love Lutheran Church, Austin, Texas at a regular meeting, on the _____ day of the month of _____, _____.

Congregation Council of Triumphant Love Lutheran Church

By: _____
President

Attest By: _____
Secretary

SCHEDULE OF FEES FOR NICHEs AND PLAQUES

1. How much does a 12” x 12” x 12” Columbarium Niche cost?

The cost for one Columbarium Niche that may hold up to two Urns is determined by the Resurrection Garden Committee as approved by the TLLC Council. (The cost as of January 1, 2010 is \$2,000.00.)

2. How much does an 8”x12” Remembrance Wall plaque cost?

The cost for one Remembrance Wall plaque that may hold up to two names is determined by the Resurrection Garden Committee as approved by the TLLC Council. (The cost as of January 1, 2010 is \$1,500.00 for plaques facing the Resurrection Garden and \$500.00 for plaques facing the Triumphant Love Woods.)

TLLC Resurrection Garden Reservation and Record

Last name

First Name(s)

Payment Status:
*(must be initialed by
financial secretary)*

I / We have purchased a:

- Columbarium Niche (\$2,000)
- Remembrance Plaque facing Resurrection Garden (\$1,500)
- Remembrance Plaque facing TLLC woods (\$500)

Paid in full

Location and Timing Selection:

- No preferred location
- First available remembrance plaque left to right, at time of death
- Our location choice is: _____

- I / we desire to have the Niche Plaque/Remembrance plaque engraved as soon as possible (now). Death dates will be engraved after death occurs.
- or
- I / we desire that the plaque be prepared as soon as possible after death occurs.

I / We desire names and dates to appear as follows:

(Select choice on reverse side of form)

- one person
- two people

Name: _____
 First Middle Last

 Birth (MDY) Death (MDY)

Name: _____
 First Middle Last

 Birth (MDY) Death (MDY)

Niche / Plaque Actual Recorded Location: _____

Disposition / Location of Remains: _____

Next of kin contact(s)-Please keep updated and current
(name, address, telephone, e-mail)

Signature(s)

Date:

Updated:

Disposition complete—this record placed in TLLC archives

Date _____ by _____

9508 GREAT HILLS TRAIL • AUSTIN, TEXAS 78759



The Remembrance Wall

Kleibenshindler
(max. 15 spaces)
Richard Elizabeth
Edward Anne
(max. 9 spaces) (max. 9 spaces)
Aug. 5, 1924 Aug. 5, 1924
July 5, 2009 July 5, 2009
(max. 13 spaces) (max. 13 spaces)

Richard
Edward
Ellingson
(max. 15 spaces)

Aug. 5, 1924
July 5, 2009
(max. 13 spaces)

Columbarium

Kleibenshindler
(max. 15 spaces)
Richard Elizabeth
Edward Anne
(max. 9 spaces) (max. 9 spaces)
Aug. 5, 1924 Aug. 5, 1924
July 5, 2009 July 5, 2009
(max. 13 spaces)

Richard
Edward
Ellingson
(max. 13 spaces)

Aug. 5, 1924
July 5, 2009
(max. 13 spaces)

Memorial Walls

1999

Richard
Kleibenshindler

CERTIFICATE OF COLUMBARIUM INTERMENT RIGHTS

Certificate Number _____

The Certificate grants to

The right to inter the cremated remains of one or two persons in

Niche Number _____

Located in the Resurrection Garden of
Triumphant Love Lutheran Church, Austin, Texas

All rights granted by this Certificate are subject to the Agreement Regarding Interment Rights in the Resurrection Garden and the Rules and Regulations for the Operation of the Resurrection Garden of Triumphant Love Lutheran Church, Austin, Texas.

It is the responsibility of the decedents' representative to maintain a current address of record in the church office.

Triumphant Love Lutheran Church
9508 Great Hills Trail
Austin, Texas, 78759-6321
(512) 346-5683

Attachment 3

CERTIFICATE OF REMEMBRANCE WALL MEMORIAL RIGHTS

Certificate Number _____

The Certificate grants to

The right to memorialize one of two persons on a Remembrance Plaque
in The Remembrance Wall on

Plaque Number _____

Located in the Resurrection Garden of
Triumphant Love Lutheran Church, Austin, Texas

All rights granted by this Certificate are subject to the Agreement Regarding Interment Rights in the Resurrection Garden and the Rules and Regulations for the Operation of the Resurrection Garden of Triumphant Love Lutheran Church, Austin, Texas.

It is the responsibility of the decedents' representative to maintain a current address of record in the church office.

Triumphant Love Lutheran Church
9508 Great Hills Trail
Austin, Texas, 78759-6321
(512) 346-5863

Attachment 4

**AGREEMENT REGARDING INTERMENT RIGHTS IN THE COLUMBARIUM
and in THE REMEMBRANCE WALL of
Triumphant Love Lutheran Church
Austin, TX**

Certificate No. _____ Niche No. _____
or
Subscriber/s Name: _____ Remembrance Plaque No. _____

Subscriber/s Address: _____

Subscriber/s Telephone: _____ Cell: _____

Next of Kin: (Name) _____ Relationship _____

Address: _____

Telephone: _____ Cell: _____

THIS AGREEMENT, made this _____ day of _____, 20__ by and between
Triumphant Love Lutheran Church, Austin Texas, hereinafter called the 'Church'
and _____ hereinafter called the 'Subscriber/s'.

The Subscriber/s agrees to purchase, and the Church agrees to sell, in accordance with the terms hereof, the following approved use of the *Triumphant Love Resurrection Garden, 9508 Great Hills Trail, Austin, TX 78759-6321*.

THE SUBSCRIBER/S AGREES:

1. To select a Columbarium Niche or a Remembrance Wall Plaque from the available inventory;
2. (Circle selection)
 - (a) To have exclusive right to inter ashes of one or two persons in a Niche of the Columbarium.
 - or-
 - (b) To have the exclusive right to memorialize one or two persons on a Remembrance Plaque in The Remembrance Wall;
3. Memorial Inscription. To place a memorial inscription limited to the name, date of birth and date of death of an eligible person or persons upon the niche front of the Columbarium or the Remembrance Plaque, as applicable.
4. Payment of Fees. To transmit herewith the fee according to the Schedule of Fees, attached.

5. Compliance with Rules. To comply at all times with all rules and regulations heretofore or hereafter promulgated and adopted by the Church. (A copy of the Rules and Regulations is attached hereto and is hereby incorporated by reference.)
6. Indemnification. To protect and indemnify Triumphant Love Lutheran Church, Austin, Texas and its Pastors, Congregation Council, and Resurrection Garden Committee against any claims for damage which may result on account of this authorization.
7. To keep a subscriber/s and next of kin current addresses on file in the church office.

THE CHURCH AGREES:

1. Care and Maintenance. To provide continuing care and maintenance of the Resurrection Garden including architectural features thereof.
2. Permanent Records. To maintain accurate permanent records of Certificates of Columbarium Interment Rights, Certificates of Remembrance Wall Memorial Rights and Agreements Regarding Interment Rights and of the names of the deceased, the location in the Columbarium where each person's ashes have been interred, or The Remembrance Wall location of the Memorial Remembrance Plaque where each person has been memorialized.
3. Furnish Rules and Regulations. To make available to all members of the Church and each Subscriber/s a copy of amendments to the Rules and Regulations, promptly following enactment.

IT IS MUTUALLY AGREED:

1. Transfer. All rights conferred by this Agreement Regarding Interment Rights are specific to the Subscriber/s and are not subject to sale assignment or transfer, including exchange for value, intervivos or testamentary transfer, and such rights shall not be pledged as collateral for any loan; provided, however, pursuant to the Rules and Regulations, a Subscriber/s may apply to the Church to transfer the rights granted herein to an eligible transferee of the Subscriber/s, subject to the then-applicable transfer fee as determined by the Resurrection Garden Committee and the Church shall not unreasonably withhold authorization of such transfer.
2. Refund Policy. A Subscriber/s shall have the right to a refund from the Church, upon request, of a sum equal to the cost-only (non tax-deductible) amount of fee paid for such Subscriber's Certificate of Interment Rights, with no interest thereon, if church reassigns niche in Columbarium formerly allocated for use of Subscriber/s because of loss of contact with Subscriber/s for more than fifty (50) consecutive years. Under no case shall the tax-deductible (gift) portion of any contribution be refunded.
3. Relocation of Columbarium. The Church shall have the authority and right to relocate the

Columbarium if for any reason it becomes necessary for Triumphant Love Lutheran Church to relocate the Resurrection Garden, provided, however, the Church shall make reasonable, good faith efforts to notify each Subscriber/s or such person's surviving kin, in advance of such relocation.

4. Relocation of Remembrance Wall Plaques. The Church shall have the authority and right to relocate Remembrance Wall plaques if for any reason it becomes necessary for Triumphant Love Lutheran Church to relocate the Resurrection Garden; provided, however, the Church shall make reasonable, good faith efforts to notify each Subscriber/s, or such person's surviving kin, in advance of such relocation.

Entire Agreement. This agreement along with the Reservation and Record Form, the Certificate of Interment Rights, together with the Rules and Regulations incorporated herein constitutes the entire understanding of the parties. There are no reputations or warranties other than those expressly set forth.

IN WITNESS WHEREOF the Parties (Church and Subscriber/s) have executed in duplicate originals of this *Agreement Regarding Interment Rights in the Columbarium and the Remembrance Wall* each of which shall constitute an original, this the _____ day of _____, 2_____.

Subscriber

Subscriber

Triumphant Love Lutheran Church Staff
