

Andrew Chapel Cemetery

Agreement to Allow Monument Placement with Release of Liability and Indemnification

This Agreement, made this _____ day of _____, 20____
by and between **Andrew Chapel Cemetery Association** (the "Association") and
_____, ("the
Lot/Monument owner"), concerning the terms, conditions, releases and
covenants for the placement of a Monument (as hereinafter defined) on the
property of the Association,

W I T N E S S E T H:

I. RECITALS AND REPRESENTATIONS

R1. Andrew Chapel Cemetery Association (the "Association") is a Virginia non-stock corporation that owns and operates the Andrew Chapel Cemetery (the "Cemetery"), located at 1308 Trap Road, Vienna, Virginia 20122, on a not-for-profit basis.

R2. _____ (the "Lot/Monument owner") owns, or, is the designated representative of the owner of, the burial rights with respect to Lot/Plot number(s) _____, in Section _____ of the Cemetery (the "Lot").

R3. Lot/Monument Owner is the owner of certain monuments, markers or headstones (all herein referred to as the "Monument") that the Lot/Monument Owner desires to place upon the Lot to commemorate and honor the memory to the person or persons interred in the Lot.

R4. The Monument, and the placement of the Monument on the Lot, represent a potential significant liability to the Association.

R5. Notwithstanding recital R4 above, the Association is agreeable to allowing Lot/Monument Owner to place the Monument on the Lot, subject to the following terms, conditions, waivers and covenants, which the Lot/Monument Owner accepts and gives in order to provide a measure of financial stability to the Association and peace of mind to the Lot/Monument Owner regarding the continued financial viability of the Association.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the Association and the Lot/Monument Owner agree as follows:

II. AGREEMENT

1. The Recitals and Representations are incorporated herein, ratified and confirmed by the Lot/Monument Owner and the Association.

2. The Association grants the Lot/Monument Owner a license to place the Monument upon the Lot at the location and in the configuration as represented by Lot/Monument Owner to the Association and depicted in Exhibit 1 attached hereto.

3. Lot/Monument Owner and the Association agree and acknowledge that the Monument is, and will remain at all times relevant hereto, the personal property of the Lot/Monument Owner.

4. Lot/Monument Owner assumes responsibility for all costs, charges and expenses associated with the acquisition, installation, maintenance and repair of the Monument.

5. The Monument, the placement of the Monument upon the Lot, and the continued maintenance and repair of the Monument are all subject to and will comply with all current and future policies of the Association regarding the type, size, composition and appearance of the Monument, any words, messages or symbols engraved upon the Monument, and all other matters pertaining to the Monument. The policies of the Association regarding Monuments are posted on the Association's website (andrewchapelcemetery.com).

6. The Association reserves the right, and Lot/Monument Owner consents to the reservation by the Association of the right to have the Monument removed for reasons of non-compliance with the Association's policies, unsuitable appearance as a result of any cause, including damage to the Monument, safety, or operational needs. If removal is required, the Association will cause the removal of the Monument by a vendor of the Association's choice and delivery to the vendor's place of business. Costs for any such removal and the storage of the Monument will be the responsibility of the Lot/Monument Owner.

7. The Lot/Monument Owner assumes all responsibility for any damage to the Monument, irrespective of the cause of such damage, including, but not limited to, Cemetery operations, grounds maintenance, vandalism, weathering, and acts of God. The Lot/Monument Owner assumes responsibility for all costs for repairs necessary to restore the condition of the Monument to Lot/Monument Owner's satisfaction or to conformance with Association policies. The Association may declare any Monument so removed to be abandoned by the Lot/Monument Owner if within three months following removal the Monument is not claimed by the Lot/Monument Owner and the costs for removal and storage satisfied by the Lot/Monument Owner.

8. Lot/Monument Owner fully and forever releases the Association and its officers, directors, members, employees and agents, from any liability, claim for damages, financial responsibility or obligation whatsoever, in connection with, related to or in any manner pertaining to the placement by Lot/Monument Owner of the Monument upon the Cemetery, the maintenance of the Monument, damage to the Monument and the repair of any such damage.

9. Lot/Monument Owner agrees to defend and indemnify the Association and its officers, directors, members, employees and agents, from and against all allegations, claims, actions, suits demands, damages, liabilities, losses, settlements, judgments costs and expenses, including without limitation attorneys' fees and costs, which arise out of, relate to or in any way result from the placement by Lot/Monument Owner of the Monument upon the Cemetery, the maintenance of the Monument, damage to the Monument and the repair of any such damage, whether claimed by Lot/Monument Owner or any other party or person.

10. Lot/Monument Owner acknowledges and represents that Lot/Monument Owner has read and understands the content and import of this Agreement and that the agreement by the Lot/Monument Owner to the terms hereof is given of Lot/Monument Owner's free will.

11. This Agreement is binding upon the Lot/Monument Owner and the Association and their respective heirs, assigns and successors in interest.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

Lot/Monument Owner:

Printed Name

Signature

Date

ASSOCIATION: Andrew Chapel Cemetery Association

By:

Signature

Date

Printed Name:

Title:

Please attach a design diagram and/or photos of Monument and proposed location upon lot.
(Please contact your monument vendor for design documents.)

Transmittal instructions

Monuments may not be placed in Andrew Chapel Cemetery without a copy of this completed agreement on file with the cemetery management, prior to installation.

If time is of the essence, monument owners may submit scanned digital copies of the completed and signed document to our email address:

andrewchapelcemetery@gmail.com

We also ask that the completed, signed document be returned to our Superintendent at:

Dirk Johnson
ACC Superintendent
19 Aldridge Ct
Sterling VA 20165