

# 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 Owner"),  
concerning the terms, conditions, releases and covenants for the placement of a  
Monument (as hereinafter defined) on the property of the Association,

### WITNESSETH:

#### 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 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 Owner is the owner of certain monuments, markers or headstones (all herein referred to as the "Monument") that the Lot 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 Owner to place the Monument on the Lot, subject to the following terms, conditions, waivers and covenants, which the Lot Owner accepts and gives in order to provide a measure of financial stability to the Association and peace of mind to the Lot 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 Owner agree as follows:

## **II. AGREEMENT**

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

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

3. Lot 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 Owner.

4. Lot 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](http://andrewchapelcemetery.com)).

6. The Association reserves the right, and Lot 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 Owner.

7. The Lot 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 Owner assumes responsibility for all costs for repairs necessary to restore the condition of the Monument to Lot Owner's satisfaction or to conformance with Association policies. The Association may declare any Monument so removed to be abandoned by the Lot Owner if within three months following removal the Monument is not claimed by the Lot Owner and the costs for removal and storage satisfied by the Lot Owner.

8. Lot 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 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 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 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 Owner or any other party or person.

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

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

WITNESS THE FOLLOWING SIGNATURES AND SEALS

**LOT OWNER:**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
Signature

**ASSOCIATION: Andrew Chapel Cemetery Association**

By:

\_\_\_\_\_  
Signature

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

EXHIBIT 1

Diagram and/or photos of Monument and proposed location upon Lot