

CITY OF SILVER BAY
CEMETERY LOT LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the City of Silver Bay, a municipal corporation under the laws of the State of Minnesota (“Licensor”), and _____ (“Licensee”).

RECITALS

A. Licensor’s Property. Licensor is the owner of that certain property presently described as Reider Memorial Cemetery, located in the City of Silver Bay, County of Lake, State of Minnesota, and legally described on the attached Exhibit A (“Licensor’s Property”).

B. Intent. Licensor and Licensee intend to set forth their agreement and understanding with respect to the right of burial on Licensor’s property by Licensee, pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement adopted and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. License Fee. A license fee of \$ _____ will be paid by Licensee to Licensor upon execution and delivery of this agreement.

2. Grant of License. Licensor hereby grants to the Licensee a revocable license allowing for burial, subject to the rules and regulations of Reider Memorial Cemetery, attached hereto, upon Licensor’s Property, described as follows:

Grave: _____ Lot: _____ Section: _____ (Hereafter, the “Licensee Lot.”)

3. Maintenance and Indemnification. The Licensee, for himself/herself and his/her successors and assigns, hereby agrees that the Licensee will indemnify and hold Licensor harmless from any and all damages, claims, costs, and expenses, including Licensor’s reasonable attorney’s fees, arising out of or relating to Licensee’s use of the Licensor’s Property.

4. Condition of Premises Not Warranted. The Licensor does not warrant that Licensee Lot is suitable for the purpose for which it is permitted to be used under this agreement. In the event that the Licensee Lot proves unsuitable for burial purposes, Licensee’s exclusive remedy shall be limited to replacement of the Licensee lot with another cemetery lot, if available, or if no replacement lot is available, a refund of fees paid for the lot.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This instrument is not a deed or a lease and nothing in this Agreement will be deemed to create a property interest other than as expressed in this Agreement.

7. Amendment. This Agreement may only be amended by a written instrument executed by all parties then bound by this Agreement.

