



MEMORIAL WOODLAND OF MANITOBA INC.

PARTICIPATION AGREEMENT

This Agreement is entered into as of the _____ day of _____, 20_____, (the “Effective Date”) by:

Memorial Woodland of Manitoba Inc. (“Woodland”), a registered charitable organization, with a head office located at 125 Oakview Avenue, R2K 0R9, Winnipeg, Manitoba

and

The Participant (“Participant”)

_____, of _____
(print name of Participant) (address)

The Woodland and the Participant may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

The Parties agree as follows:

- 1. Participation in the Woodland.
The Participant agrees with the Woodland, that the Woodland will facilitate the scattering of the cremated remains (“cremains”) of the Participant (or any cremains identified by the Participant) under an existing, or newly planted, tree in the parcel of land hosting the Woodland. The project will be located in the Rural Municipality of Brokenhead, near Tyndall, Manitoba. The 18 acre property is located approximately one mile north of Highway 44, on mile 34 Road East. Memorial Woodland will not allow the scattering of remains at the site unless the deceased has been cremated or composted (which might include a liquid cremation or aquamation). The site is only designed to accommodate the scattering of cremains.
- 2. Participation Fee
The participant will pay Woodland for all obligations specified in this agreement, the following amounts (together with any applicable PST or GST). At the present time, PST is not payable on the participation fee, and our interpretation of federal legislation suggests that GST is not payable. However, should either the provincial or federal

government make an assessment, at any time, that such taxes are payable, the Participant agrees to pay the Woodland the amount of these taxes at such time in the future as they might be assessed by government. Payment of the deposit will guarantee the total amount of total fee quoted at the time of deposit.

| | | |
|--|----|------|
| Deposit for reservation of participation in the Woodland project | \$ | 1000 |
| “Planting” of tree with incorporation of cremains | | 1700 |
| Contribution to the perpetual maintenance fund | | 1000 |
| Memorial Marker (optional) | | 450 |

***** Note: the entire \$3700 participation fee is payable prior to the planting of a tree at the designated site. This all-inclusive participation fee encompasses the following scenarios:**

- a) The scattering of cremains under an existing tree;
- b) The planting of a new tree, with the inclusion of cremains at the time of planting;
- c) The planting of a new tree, with the inclusion of cremains taking place at a later time***;
- d) The inclusion of more than one set of cremains under one tree at the same time (a limit of one additional human cremains, unlimited number of pets);
- e) The planting of a “memorial” tree without any inclusion of cremains.

*****There will be instances where a second (or more) attendance will be required. The additional fee for each subsequent attendance will be \$300. E.g. A participant has their cremains planted with a new or existing tree, and then subsequently, another person’s (or pets) cremains are added to the root system (a limit of one additional human cremains, unlimited number of pets).**

3. Fee Payment

Payment of the participation fee will be made by Participant to Woodland by (Check all that apply)

cash personal cheque money order bank draft credit or debit card e-transfer other: _____,

according to the following schedule:

- A. \$1000 by way of deposit paid with the execution of this Agreement;
- B. \$2700 (together with the amount of the memorial marker, if applicable) prior to scattering of the cremains and planting of a memorial tree.

4. Tree Planting

Upon receipt of the fee for planting of a tree, the Woodland will facilitate the planting. The planting of trees will only occur in a limited time period as determined by the Woodland arborist and the Woodland. The Memorial Woodland will not store cremains prior to planting season. The estate will need to make arrangements for storage prior to tree planting. Only trees authorized by the Woodland will be allowed to be planted at the site.

5. Amenities at the site

The Woodland will be designed to be an interactive gathering place. As the budget allows, the Woodland will contain picnic sites, water features and pathways. The first phase of the project will include meandering paths. The Woodland will be open to the public.

6. Ownership

The Woodland will be owned by a not-for-profit association which has been created for the sole purpose of creating and tending the site. The Memorial Woodland of Manitoba Inc. has been established as a corporate entity to provide for succession planning, and continuity of maintenance. The association is a recognized charitable organization with the Canada Revenue Agency and is authorized to issue tax deductible receipts for donations, including in-kind donations

7. Memorial marker

The participant will be invited to consider the option of placing a moderately sized, permanent marker close to the tree. The concept is for it to be discreet to avoid the ambiance of a cemetery. The client will be permitted to have the message of their choice on the marker. However, the Woodland reserves the right to disallow any messages or symbols which the Woodland, in their reasonable discretion, finds to be offensive. Religious symbols are welcomed. A client may also decline to have a marker altogether. Any marker may be no higher than 3 inches and no larger than 12" x 6" on the face.

8. Inclusion of pets

The participant is aware that some participants may choose to "share" their tree with the remains of a pet. There will also be a designated "pets alone" section for pets that do not "share" a tree with their owners.

9. Memorial Service

Participants are free to conduct any service of their choice at the site, provided that neighbouring trees/sites are not damaged.

10. Disclosure of potential relationship

It is the intention of the Woodland to enter into cooperative networking relationships with funeral homes. It is anticipated that referrals from funeral homes will assist in the success of this venture. This might include a form of referral fee from the Woodland to other individuals such as memorial service providers.

11. Maintenance of the site

The sum of \$1000 from each tree purchase will be invested in a perpetual maintenance fund. The interest from the fund will provide funding for maintenance of the site in perpetuity. The site itself will be maintained in as natural a manner possible. It has not been determined if winter path clearing will be provided.

We cannot warrant that the tree will be disease free, and will not provide a replacement tree if it dies or is destroyed. The Woodland will undertake efforts to

secure an insurance policy for the forest which will allow for replacement of trees at no cost to the participant (or participant's estate), but cannot warrant that such a policy will always be attainable, or that the policy will cover every possible contingency.

We will take prudent and reasonable efforts to maximize the health of all trees, and attempt to limit damages to the trees from disease, wildlife and other causes. No guarantees will be provided with respect to the longevity or health of the tree. Should a tree need to be replaced (either at the request of the legal representatives of the deceased, or deemed necessary by the Woodland in order to prevent the spread of disease), it will only be done so at the expense of the deceased's estate (unless covered by insurance policy provisions).

The Woodland will be maintained as a "forest" with minimal intervention. E.g. there will be minimal grass cutting to preserve a natural setting. Paths and structures will be maintained in good order.

12. Selection of Trees

The Participant will select the type of tree to be planted, from a list maintained by the Woodland. In particular, those trees which are appropriate for the Manitoba climate. The Woodland will avoid planting of any Ash (except Mountain Ash), Amur Cherry and Elm.

The "mixing" of ashes will happen on site at planting. There are concerns about the possible toxicity of cremains. As a result, the appropriate steps will be taken to dilute the ash to maximize the health of the newly planted (or existing) tree.

13. Use of Deposit

The deposit shall be refunded to the participant at the written request of the Participant at any time **prior to the date that the Woodland declares that the project will proceed**. If the deposit is refunded, all further obligations under this agreement will be terminated.

It is the intention of the Woodland to market the project, and if and when they determine that there is sufficient interest to declare the project sustainable, the Woodland will make such declaration. At this point, the deposit will become non-refundable (but can be transferred to another Participant or the Participant can choose to receive a tax receipt for the amount of the deposit as a donation) and a tree space will be reserved for the client in the project. The proceeds from deposits will then be utilized for construction of the amenities at the site.

If the project is abandoned by the Woodland, the deposit will be returned to the Participant without deduction.

Participants may select an alternative process where they allow the Woodland to utilize the proceeds from the deposit towards marketing of the project. If the project proceeds, the client will not receive a tax receipt, as the deposit will form part of the purchase of their tree at the site. If the project does not proceed, the Participant will receive a tax receipt for that portion of the deposit which has been expended by the Woodland. The unused portion will be refunded.

I agree that my deposit may be expended by the Woodland for marketing and development as outlined above, as opposed to the deposit being refunded to me.

_____ (initials of participant(s))

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba.

15. Disputes

Any dispute arising from this Agreement shall be resolved through mediation and binding arbitration. If the Parties cannot agree on the form of arbitration, then the provisions of *The Arbitration Act (Manitoba)* shall govern.

16. Miscellaneous

This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

SIGNATURES

(Participant – print name)

(Participant – signature)

Memorial Woodland of Manitoba Inc.

(representative of Woodland - signature)