

# St Thomas United Methodist Church

## Agreement for the Right of Inurnment For a Columbarium Niche

THIS RIGHT OF INURNMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St Thomas United Methodist Church, 8899 Sudley Road, Manassas VA, hereafter referred to as the "Church" and

\_\_\_\_\_, hereafter referred to as the "Holder".

WHEREAS, the Church has set aside a plot of land known as the St Thomas Memorial Garden and Columbarium to memorialize members and their families and for the inurnment of the cremated remains of members of the Church and their families, and approved Non-eligible Persons

WHEREAS, the church has established Rules governing eligibility and the use of the Memorial Garden and Columbarium, and Holder has received a copy and is familiar with the content thereof, and the said Rules are attached in Exhibit A and are incorporated as if fully setout herein, and the Holder agrees to such changes and modifications to the Rules as may be approved by the Trustees of the Church hereafter, which changes and modifications are as deemed appropriate in the sole discretion of the Church, without advance notice, agreement, approval or consent of the Holder. The Holder agrees to abide by and comply with the Rules as modified.

NOW THEREFORE, in consideration for the sum of \$\_\_\_\_\_ paid to the Church by Holder, the parties covenant and agree with the other as follows;

1. The Church agrees to provide to Holder one (1) niche in the columbarium for the cremated remains of not more than two persons as more specifically hereinafter identified, and will provide perpetual care commencing on the date of inurnment and continuing thereafter. Perpetual care includes the upkeep and maintenance of the Columbarium as may be necessary in the sole discretion of the Church, and shall not include maintenance to or upkeep to a plaque or marker. The Church shall maintain the Columbarium pursuant to the St. Thomas United Methodist Church Memorial garden rules, as the same may be amended from time to time in the discretion of the Church without any advance notice (collectively "Rules"), which the Rules are incorporated herein by reference. The Holder acknowledges receipt of a copy of the Rules as then in effect simultaneous with the execution of this Agreement (which are attached)
2. The Holder agrees to such changes and modifications to the Rules as may be approved by the Trustees of the Church hereafter. Such changes and modifications may be as deemed appropriate in the sole discretion of the Church, without advance notice, agreement, approval or consent of the Holder. The Holder agrees to abide by and comply with the Rules as may be changed and/or modified from time to time hereafter.
3. Upon payment of the price as provided herein the Assignment will be completed. Unless specifically otherwise agreed in writing, the payment of the price set forth here-in shall be paid simultaneous with the execution hereof. The Holder understands and agrees that no cremated remains of any Eligible Person may be deposited in a Niche until such time as full payment of the price provided here in is paid to the Church and this contract is approved by the Trustees.

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4. The following named individual(s) is/are approved as Eligible Persons in the Columbarium (this is not the stone inscription):

Person 1: Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Death: \_\_\_\_\_

Eligibility Criteria:

\_\_\_\_\_ St. Thomas United Methodist Church Member or immediate family

\_\_\_\_\_ Former St. Thomas United Methodist Church Member in years \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Minister of the United Methodist Church

\_\_\_\_\_ Non-eligible person -approval required \_\_\_\_\_

Person 2: Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Death: \_\_\_\_\_

Eligibility Criteria:

\_\_\_\_\_ St. Thomas United Methodist Church Member or immediate family

\_\_\_\_\_ Former St. Thomas United Methodist Church Member in years \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Minister of the United Methodist Church

\_\_\_\_\_ Non-eligible person -approval required \_\_\_\_\_

Please initial one: \_\_\_\_\_ No other persons may be inurned in this niche

\_\_\_\_\_ My heirs may add one person if only one person is inurned in this niche

5. Only the cremated remains of an approved Eligible Person as stated above may be placed in an Assigned Niche. The cremated remains of a Non-eligible Person must be recommended by the Committee and approved by the Trustees.
6. Holder is responsible for the accuracy of the date of birth and date of death on any plaque or marker, and is responsible for the maintenance, care, and upkeep of the plaque or marker for the Assigned. Holder agrees to hold the Church harmless and indemnify the Church from any loss, damage, or expense arising therefrom.
7. The Holder may not transfer or assign any rights pursuant to this Agreement without the express written authorization of the Church, including but not limited to the transfer or change of an Eligible Person for inurnment in an Assigned Niche. The attempted transfer or assignment by the Holder of any right granted by this Agreement without the express authorization by the Church is null and void, and at the discretion of the Church, the Holder's rights hereunder shall be terminated and no portion of any sum paid pursuant to this Agreement shall be returned or refunded.

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8. The Church, as beneficial owner, shall retain title to said property and grants hereby to Holder the right to the use of the Memorial Garden and Columbarium in accordance with the Rules referred to above. The Holder is granted the right of inurnment only and not the purchase of any real property. The Church will retain all recorded ownership or title of real property and its improvements.
9. Holder authorizes the Church to relocate the Columbarium or cremated remains to another proper location should it become necessary for any reason, and this authorization is binding upon all heirs, executors, administrators and assigns of the Holder.
10. Holder warrants a property right in and to the mortal remains of the person or persons anticipated to be inurned and further warrants authority to execute this Agreement. The Church assumes no responsibility to inquire further into the authority of the person executing this Agreement.
11. INDEMNIFICATION. The Holder hereby agrees to hold Church, including but not limited to the committee, the trustees, the pastor, the ministers, employees or agents of the Church, or any one acting in or on their behalf (collectively "Indemnified Party"), harmless, and indemnify the Indemnified Party for any and all claims, losses, expenses, costs or damages, including but not limited to reasonable attorney's fees, court costs, investigator fees, and expert witness fees, regarding or related to the use of the Columbarium, including the use of the Columbarium by any guest of the Holder, the cremated remains of any Eligible Person as set forth herein, and the contents of the Assigned Niche.
12. TITLE AND RETAINED RIGHTS. Notwithstanding any provision herein, the Holder acquires no property rights in the Columbarium, and any of its niches or any other property of the Church. Legal title to the Columbarium, all Assigned Niches, and all other Niches remain with the Church at all times. The Certificate attests only to the right to inurnment in the Assigned Niche, of the cremated remains of the Eligible Persons named on the Certificate. The assignment of Cremated Remains to a specific Assigned Niche shall constitute only a license to use such Assigned Niche pursuant to the applicable Rules as the same may be amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Church, the administrative records maintained by the Church shall take priority and preference.
13. LIMITS OF LIABILITY. Except as otherwise provided in this Agreement, the Church, the committee, the trustees, the pastor, the ministers, employees or agents of the church or any one acting in or on their behalf (collectively "Church") shall not be liable for any loss, damage or expense whatsoever sustained by the applicant, the Holder, the Eligible Persons and/or their respective heirs and legal representatives resulting from any act or omission of the Church in connection with or arising out of or related to, directly or indirectly, out of the implementation or enforcement of the Rules, this Agreement, the issuance of the Certificate, the determination of Eligible Persons, the loss or destruction of Cremated Remains in the Columbarium or an Assigned Niche, or any other matter in connection with the Columbarium or the use or operation thereof, regardless of whether such loss, damage or expense is caused by the negligence of the Church, nor shall the Church be liable for any error of judgment or act done by the Church in good faith, or be otherwise liable under any circumstances whatsoever.
14. In the event of gross negligence or willful misconduct of the Church, the Church shall indemnify the Holder, the heirs of the Eligible Person(s), executors, legal representatives, or any guests of the same from any loss, damage or claim of the foregoing arising out of or related to the gross negligence or willful misconduct of

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the Church. The liability of the Church for any such liability for any one occurrence shall not exceed twice the consideration paid pursuant to this Agreement.

15. Nothing herein shall impose any duty, obligation or responsibility upon the Church for a dangerous or defective condition in or on the Columbarium or on the Church premises of which the Church does not have actual knowledge, or for the operation, management, upkeep, repair or control of the Columbarium or the Church premises.
16. The provisions of this Agreement shall survive the issuance of the Certificate to Applicant and shall continue to be in full force and effect thereafter.
17. This Agreement is governed by the laws of the Commonwealth of Virginia, exclusive of the conflict of law provisions, and the proper form for any and all disputes arising out of or related to the Agreement or the Assigned Niche shall be resolved in a court of competent jurisdiction in Prince William County, Virginia.

IN WITNESS WHEREOF, this Right of Inurnment has been executed by all parties on the day first written above written.

St Thomas United Methodist Church

By: \_\_\_\_\_

Pastor                      Date

Holder:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

\_\_\_\_\_ Full Payment or \_\_\_\_\_ Partial Payment

\_\_\_\_\_ Approval      \_\_\_\_\_ Disapproved      -Columbarium Committee

\_\_\_\_\_ Approval      \_\_\_\_\_ Disapproved      -Trustees

Niche Assignment is not completed until full payment is made.

\_\_\_\_\_ Niche Assignment      \_\_\_\_\_ Date