



Agreement Regarding Interment Rights In the Columbarium

**St. Andrew United Methodist Church
Plano, Texas**

Subscriber Name(s): _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____

Email Address: _____

Niche Wall _____ Niche Number _____

THIS AGREEMENT, made by and between St. Andrew United Methodist Church, hereinafter called the "Church", and the person or persons identified after "Subscriber Name(s)" above, hereinafter called the "Subscriber".

The Subscriber agrees to purchase, and the Church agrees to sell, in accordance with the terms hereof, the following approved use of the Columbarium of St. Andrew United Methodist Church, 5801 W. Plano Parkway, Plano, Texas 75093.

THE SUBSCRIBER AGREES:

Niche: To select a niche from the available inventory;

Memorial Inscription: To provide the information for the inscription to be placed by the Church on the front of the niche; see Exhibit A, attached

Payment of Fees: To pay herewith the fee according to the current Schedule of Fees in effect, a copy of which has been provided to the Subscriber;

Compliance with Rule: To comply at all times with all rules and regulations heretofore or hereafter promulgated and adopted by the Church for the operation of the columbarium; and

Indemnification: To protect and indemnify Church, and its Pastors and Trustees against any claims for damage which may result on account of this authorization.

THE CHURCH AGREES:

Exclusive Rights: to provide exclusive rights to Subscriber to inter ashes of one or two persons in a niche of the Columbarium

Care and Maintenance: To provide perpetual care and maintenance of the Columbarium including architectural features thereof.

Permanent Records: To maintain accurate permanent records of *Certificate of Interment Rights* and *Agreements Regarding Interment Rights* and the names of the deceased and the location in the Columbarium where each person’s ashes have been interred.

Furnish Rules and Regulations: To make available to all members of the Church and each Subscriber a copy of amendments to the *Rules and Regulations*, promptly following enactment.

IT IS MUTUALLY AGREED:

Transfer: All rights conferred by this *Agreement Regarding Interment Rights* are specific to the Subscriber and may not be sold, assigned or otherwise transferred and may not be pledged as collateral for any loan; provided however, pursuant to the *Rules and Regulations*, a Subscriber may apply to the Church to transfer the rights granted herein subject to the then-applicable transfer fee as determined by the Trustees and the Church shall not unreasonably withhold authorization of such transfer.

Refund Policy. Refunds shall not be permitted.

Relocation of Columbarium: The Church shall have the authority and right to exhume and re-inter ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary for St. Andrew United Methodist Church to relocate the Church and/or the Columbarium; provided, however that Church shall make reasonable, good faith efforts to notify each Subscriber, or such person’s surviving kin, in advance of such removal.

Entire Agreement: This Agreement, together with the *Certificate of Interment Rights* and the *Rules and Regulations* incorporated herein, constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the parties have executed this *Agreement Regarding Interment Rights* this the _____ day of _____, 20_____.

Subscriber

Subscriber

ST. ANDREW UNITED METHODIST CHURCH

By: _____

Title: _____

Exhibit A

Subscriber Name: _____ Wall _____ Niche _____

This niche is intended to inter the following person(s) ashes:

If the niche is to be used for unidentified family, who has the authority to inter ashes other than the subscriber?

The Inscription shall read: (23 characters per line)

Birth Date: _____ Death Date: _____

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Have you made any arrangements with a Funeral Home, if so where.

Other Family Contact Info:

Name _____ Relationship _____

Address _____

Phone _____ Email _____