

AGREEMENT REGARDING INURNMENT RIGHTS IN THE COLUMBARIUM

Columbarium of
St. Martin's Ev. Lutheran Church
Austin, Texas

Certificate No. _____

Niche No. _____

Subscriber Name: _____

Subscriber Address: _____

Subscriber Telephone: _____ Cell: _____

Next of Kin: (Name) _____ Relationship _____

Address: _____

Telephone: _____ Cell: _____

THIS AGREEMENT, made this _____ day of _____, 20__ by and between *St. Martin's Evangelical Lutheran Church, Austin, Texas*, hereinafter called the 'Church', and

_____ 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. Martin's Lutheran Church, 606 West 15th Street, Austin, Texas 78701-1514*.

THE SUBSCRIBER AGREES:

1. To select a niche from the available inventory;
2. (Circle selection)
 - (a) To have exclusive right to inurn ashes of one or two persons in a niche of the Columbarium;
 - or
 - (b) To have the non-exclusive right to inurn ashes of one person in a niche of the Columbarium;
3. Memorial Inscription. To place a memorial inscription limited to the name, date of birth and date of death of an eligible person upon the niche front of the Columbarium.
4. Payment of Fees. To transmit herewith the fee according to the Schedule of Fees, attached.

5. **Compliance with Rules.** To comply at all times with all rules and regulations heretofore or hereafter promulgated and adopted by the Church. (A copy of the Rules and Regulations is attached hereto and is hereby incorporated by reference.)
6. **Indemnification.** To protect and indemnify St. Martin's Lutheran Church, Austin, Texas and its Pastors, Congregation Council, and Columbarium Committee against any claims for damage which may result on account of this authorization.
7. To keep a subscriber and next of kin current addresses on file in the church office.

THE CHURCH AGREES:

1. **Care and Maintenance.** To provide continuing care and maintenance of the Columbarium including architectural features thereof.
2. **Permanent Records.** To maintain accurate permanent records of Certificates of Inurnment rights and Agreements Regarding Inurnment Rights and of the names of the deceased and the location in the Columbarium where each person's ashes have been inurned.
3. **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:

1. **Transfer.** All rights conferred by this Agreement Regarding Inurnment Rights are specific to the Subscriber and are not subject to sale, assignment or transfer, including exchange for value, intervivos or testamentary transfer, and such rights shall 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 to an eligible transferee of the Subscriber, subject to the then-applicable transfer fee as determined by the Columbarium Committee and the Church shall not unreasonably withhold authorization of such transfer.
2. **Refund Policy.** A Subscriber shall have the right to a refund from the Church, upon request, of a sum equal to the cost-only (non tax-deductible) portion amount of fee paid for such Subscriber's Certificate of Inurnment Rights, with no interest thereon, if church reassigns niche in Columbarium formerly allocated for use of Subscriber because of loss of contact with Subscriber for more than fifty (50) consecutive years. Under no case shall the tax-deductible portion of the fee be refunded.
3. **Relocation of Columbarium.** The Church shall have the authority and right to exhume and reinurn ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary for St. Martin's Lutheran Church to relocate the Church and/or the Columbarium; provided, however, the Church shall make reasonable, good faith efforts to notify each Subscriber, or such person's surviving kin, in advance of such relocation.

Entire Agreement. This agreement along with the Certificate of Inurnment Rights, together with the Rules and Regulations incorporated herein, constitutes the entire understanding of the parties. There are no reputations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the Parties (Church and Subscriber) have executed in duplicate originals of this *Agreement Regarding Inurnment Rights in the Columbarium* each of which shall constitute an original, this the _____ day of _____, 2_____.

Subscriber

Subscriber

St. Martin's Lutheran Church

By:
