

SAINT PETER'S EPISCOPAL CHURCH

MEDFORD, NEW JERSEY

**MEMORIAL GARDEN/MEMORIAL CHAPEL COLUMBARIUM
AGREEMENT**

Agreement for Use of Columbarium Niche(s) in the Memorial Garden/Memorial Chapel of

*Saint Peter's Episcopal Church
1 Hartford Road
Medford, New Jersey 08055*

This Agreement is made this _____ day of _____, _____, between

_____ (hereafter referred to as

_____ or "Licensee"), and THE RECTOR, WARDENS, AND VESTRY OF
SAINT PETER'S EPISCOPAL CHURCH, MEDFORD, NEW JERSEY (hereafter referred to as
"St. Peter's Church").

_____ (names) have paid to St. Peter's Church the sum of

\$_____, receipt of which is acknowledged. In consideration of this payment and

Agreement, St. Peter's Church hereby agrees to reserve and set aside for _____

a niche in the Memorial Garden/Memorial Chapel Columbarium of St. Peter's Church for the
interment of the ashes of _____, niche#_____,
subject to the attached terms and conditions as they may be modified from time to time, which
when signed shall become part of this agreement.

IN WITNESS WHEREOF, we have signed our names as of the date and year stated above.

_____ (name) _____ (name)

By _____ (Rector)

[SEAL]

Terms and Conditions

1. It is understood by the parties that complete control of the columbarium/Memorial Garden/Memorial Chapel, the church buildings and all parts thereof shall be vested in the Church at all times. By entering into this agreement, neither the Licensee nor any successor in interest shall acquire any property rights whatsoever in or to the niche referred to in the agreement, but shall only acquire the right to the use of said niche as provided in this agreement.
2. The Licensee may designate the ashes of such persons as the Licensee desires to have interred in the niche referred to, subject to the approval of the Church in its sole discretion. The permission of the Church must be obtained in writing in each instance prior to the placing of any ashes in such niche. The right of interment hereby obtained by the Licensee shall not be assigned or transferred without the written consent of the Church, nor shall the Church be obliged to recognize the right of interment hereunder by the assignees, heirs, executors, personal representatives, distributees, or legatees of the Licensee or of any successor in interest to the Licensee or of any successor to the Licensee. Such approval may be withheld for any reason or for no reason at all, in the discretion of the Church. Any such successor in interest, assignee, heir, distributee, or legatee asserting an interest in the rights arising under this agreement shall be deemed to have consented to, and shall be bound by, all the provisions of this agreement.
3. The type, size, shape, and design of any urn containing ashes to be interred in such a niche shall be subject to the absolute control of the Church in all respects. (For the placement of two urns in a Memorial Garden niche, the dimensions cannot exceed 5 ½" x 5 ½" x 7".) No urn containing ashes placed in any niche may be removed by anyone, including the Licensee, except by and with the written consent of the Church. In the event the Church consents to any such removal, all rights to the space in such niche shall be terminated, and any rights given hereunder shall revert to the Church.
4. In the event that at any time the Church deems it is necessary or desirable to change the location, or to discontinue or modify the use of the columbarium, Memorial Garden/Memorial Chapel, church buildings, or any part thereof, the Church may in its discretion remove the urns in any niche the use of which is discontinued. In such a case, the Church may place such urns in other suitable niches as in its sole discretion the Church may designate. The Church may, in its sole discretion, notify the heirs-at-law of the Licensee or the surviving spouse as to the new location of such urn. However, no such notification shall obligate the Church to return any portion of the purchase price of such niche.

5. The material, size, shape, and character of the marker or other designation for such niche, and the legend and lettering thereon, shall be subject to the absolute control of the Church.
6. The Church agrees to exercise reasonable care in the maintenance of the Memorial Garden/Memorial Chapel or columbarium area. No liability of any kind or character whatsoever is assumed by the Church for the maintenance or preservation of the ashes of any person interred in such niche or for any loss or damage to the urns or ashes of any such deceased person, nor is any liability of any kind whatsoever assumed by the Church for any matter or thing relating to the Memorial Garden/Memorial Chapel, to the columbarium, to the church buildings, their use, or subsequent maintenance, except for failure to exercise reasonable care.
7. All services at which ashes are interred in the Memorial Garden/Memorial Chapel or columbarium shall be conducted by the rector or by other clergy acting with the permission and under the direction of the rector. Unless specifically provided otherwise in this agreement or by the Church canons, whenever this agreement refers to the "Church," it is understood by the parties that only the rector, clergy in charge, or that person's designee has authority to act as the agent for the Church.
8. Flowers may be placed in the Memorial Garden/Memorial Chapel or columbarium area only in such places as may, from time to time, be designated by the Church and may be removed at any time by like authority, and shall be at all times subject to the control and regulations of the Church.
9. If for any reason the niche is not used for the interment of the ashes of the individual(s), designated in the agreement within one year of such individual's death, the Church may, in its sole discretion, deem such niche to have been abandoned by the Licensee or Licensee's heirs, successors, or assignees and it shall revert to the sole use of the Church. The Church in, such event, shall be under no obligation whatsoever to return the consideration or any part thereof paid by the Licensee.
10. In no event shall any niche be utilized until the full consideration for it has been paid in full.
11. Whenever in this agreement the context so requires, one gender may be substituted for another, the singular substituted for the plural, and the plural substituted for the singular.

12. The removal of any burial urn from the niche for any reason, with the consent of the Church, shall not obligate the Church to return any portion of the purchase price to either the heirs-at-law of the owner or his or her surviving spouse.
13. The Licensee must notify the Church of any change of address. Written notice sent to a Licensee at the last known address on file in the office of the Secretary of the Church shall be considered sufficient legal notice.
14. No one shall be interred in a niche who does not have an interest in same, except by written consent of all interested parties and of the Church; provided, however, a relative of any record Licensee may be buried in a niche as provided in these rules or in the laws of the State of New Jersey.
15. The agreement and the terms and conditions attached to same shall be the sole agreement between the Church and the Licensee, and no statement of any representative contrary to such agreement shall bind the Church.
16. Internments or the placing of any memorials in or on any niche not fully paid for is not permitted except by special written consent of the Church in each case. A note shall not be considered as payment and no rights shall be acquired by the Licensee until such niche is fully paid for in cash including principal and interest.

_____ (name) _____ (name)

By _____, Rector/Priest in Charge

Date accepted: _____