

St. George's Episcopal Church  
Germantown, Tennessee

**COLUMBARIUM INTERMENT AGREEMENT**

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THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between St. George's Episcopal Church, Germantown, Tennessee, a Tennessee corporation organized not for profit, hereinafter called "The Church", and \_\_\_\_\_ whose address is \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Second Party", which term shall include Second Party, Second Party's personal representatives, designated Eligible Persons and permitted assigns.

WITNESSETH:

WHEREAS, The Church has undertaken construction of a Columbarium on its premises at 2425 South Germantown Rd, Germantown, Tennessee which is to contain niches capable of permanent and secure sealing for interment of cinerary urns containing cremated human remains, and has announced that rights to interment therein may be acquired as to niches which are available, and

WHEREAS, Second party wishes to purchase from The Church the right of interment in the Columbarium of cinerary urns of Second Party, or Second Party's permitted assigns, and has requested a niche to be reserved for Second Party's use and,

WHEREAS, The Church is willing to sell, assign and transfer to Second party said right, and reservation of Columbarium niche, subject to the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of agreement by Second Party to pay in to The Church One Thousand Nine Hundred and Fifty Dollars (\$1,950.00) the receipt of which is

hereby acknowledged by The Church, and the covenants exchanged by the parties and recited below, the parties agree as follows:

(1) The Church hereby grants to Second Party the right to interment of cinerary urns containing cremated remains of Eligible Persons as defined in the Rules and Regulations and as designated by Second Party or on behalf of Second Party by Second Party's representatives or permitted assigns. It is understood that Niche No. \_\_\_\_\_ is constructed to contain a maximum of two (2) funerary urns. The parties agree that Niche No. \_\_\_\_\_ is hereby reserved to Second Party and marked upon the Columbarium records of The Church for interment of sealed cinerary urns containing cremated remains of two (2) Eligible Persons.

(2) Second Party has read carefully and understands the Rules and Regulations of St. George's Episcopal Church Columbarium, and affirms that representatives of The Church and its officers have discussed thoroughly the Rules and Regulations with Second Party, and agrees that said Rules and Regulations and all future amendments thereto shall be a part of this Agreement and shall be binding upon Second Party. The parties agree that The Church may amend the Rules and Regulations from time to time as circumstances of The Church require.

(3) The parties agree that for the consideration paid herewith by the Second Party, The Church will at all times maintain the premises of The Church Columbarium as a place of reverence and repose, with respect for the memory of the souls of all persons whose remains are interred therein. The Church agrees to provide opening and closing of the interment space reserved hereunder on order of Second Party.

(4) The parties further agree that at the time or times of interment hereunder Second Party may select the form of wording to be inscribed on the face-plate to be designed by The Church to seal the Niche reserved hereunder which shall name the person or persons whose cremated remains are interred in said Niche, with dates of birth and death.

(5) The parties agree that the terms of this Agreement shall not include the services or costs of cremation and professional services of accredited mortuaries related thereto upon the demise of any person whose remains are to be interred hereunder, nor shall the consideration paid upon execution of this Agreement include the cost of funeral services which may be desired by Second Party.

(6) (a) It is agreed that One Thousand Two Hundred Fifty Dollars (\$1,250.00) of the total sum stated above is paid by Second Party with the intention that said sum shall be an irrevocable charitable contribution to the Columbarium Fund of the Endowment Trust of The Church. This fee will be waived in the case of any current or former Rector and/or their spouse who desires to be interred.

(b) The remainder of the total sum in the amount of Seven Hundred Dollars (\$700.00) shall be applied by The Church to defray purchase, construction and maintenance by it of the Columbarium structure, and inscriptions upon the face plate of the Niche reserved by Second Party.

(c) If payment is to be made in installments, Second Party agrees to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on the date hereof, receipt of which is hereby acknowledged and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on the \_\_\_\_\_ day of each succeeding \_\_\_\_\_ thereafter until the sum of One Thousand Nine Hundred Fifty Dollars (\$1,950.00) shall have been paid.

(7) The rights of interment provided herein shall not constitute the sale, transfer or conveyance to Second Party of title by The Church of any kind, or interest of any kind by easement, or otherwise, in the properties of The Church. The rights to interment within the Columbarium Niche designated by this Agreement are contractual, and are conditioned to permit and anticipate the change of the location of the Columbarium by The Church at any time without notice to Second Party, and to reserve to The Church the right to terminate this Agreement and cancel all rights of Second Party, Second party's heirs, personal representatives and permitted

assigns, without liability or obligation of The Church other than as limited below in Paragraph 8, if any of the following events should occur:

(a) Damage to or destruction by Act of God, war, or civil violence of The Church premises at 2425 South Germantown Road, Germantown, Tennessee, which may require removal, or abandonment of use of the Columbarium for said cause.

(b) Circumstance or conditions affecting the continued safety or health of the Congregation of St. George's parish which may make the premises of The Church unusable, requiring The Church to move its location or requiring The Church to remove or abandon use of the Columbarium for said cause.

(c) Changes in design of structure upon the premises of The Church to accommodate the Parish, which require removal of the Columbarium from its presently designed location for a time of duration unacceptable to Second Party.

(d) Breach of any act or failure to act by Second Party as prescribed by terms and conditions of this Agreement or any provision of the Rules and regulations of St. George's Columbarium, and the failure of Second Party to cure such breach within thirty (30) calendar days from the date of written notice thereof by The Church.

(e) Any action formally adopted by the Vestry of The Church which shall require closing and/or removal of the Columbarium from The Church premises for any reason, and said action is stated to be unacceptable by Second Party following notice thereof by The Church.

(8) Upon the happening of any of the events stated and conditioned in Paragraph (7) above, The Church will endeavor to give notice to Second Party of such event in writing, by mailing such notice to Second Party's address shown on the Columbarium records of The Church, or by such other means of communication as may accomplish actual notice received by Second Party. Thereafter, The Church may open the Niche of Second Party, if sealed and containing remains, and identify and remove any urn and remains therein, and the face-plate of said Niche, for identification and relocation as prescribed by the Vestry of The Church.

(a) The Church shall not be liable in any amount to Second Party for any loss damage or claim of damage to any cinerary urn within the Niche of Second Party caused by Acts of God, acts of third persons, including war, civil violence, vandalism, failure of structure design or by acts of the Clergy, officers, employees or agents of The Church other than by acts of willful or gross negligence.

(b) Alternatively, upon the happening of any of the events stated and conditioned in paragraph (7) above, The Church will give notice to Second Party of its intent to terminate this agreement by writing, and by mailing by certified mail such notice to Second Party's address shown on the Columbarium records of The Church, or by such other means of communication as may accomplish actual notice received by Second Party. Upon receipt of notice of termination of this Agreement, Second Party may take possession of and remove from The Church any cinerary urn containing remains interred hereunder. If interment shall not have occurred, Second Party may request reimbursement of any portion of the total sum paid by Second Party which has been allocated to Columbarium cost, as aforesaid but not committed or expended at the time of Second Party's request, and The Church will reimburse such portion. Second Party agrees that the total sum of Second Party's gift herewith made as a charitable contribution to the Endowment Fund of The Church may not be reimbursed, and that no portion thereof shall be repaid to Second Party upon the happening of any contingency stated in Article (7) above or this Article (8).

(9) The Church covenants and agrees that it will endeavor to the best of its ability, to provide the interment space reserved to Second Party, using construction materials intended, at the position and location herein agreed when said space shall be requested, but in the event that due to any act or event stated in Article (7), or for other causes beyond the control of The Church, it should not be possible to deliver the exact performance described herein, as to location, or as to construction intended, Second Party agrees, and binds second Party's heirs, legal representatives and permitted assigns thereby, to accept, as satisfactory performance, the substitution of a different Niche position and location of comparable quality and convenience

and construction materials of comparable character and quality which it is reasonably possible for The Church to deliver.

(a) If the substitute performance shall be lower in cost to The Church than the performance provided for herein in Article (6) (b), then The Church will refund to Second Party the difference in cost between the actual cost paid by The Church and the sum paid by Second Party as such cost.

(b) If, on the other hand, the costs of substituted performance incurred by The Church are greater than the cost of Second Party specified in Article (6) (b), then the extra cost to The Church shall be paid, and reimbursed, by Second Party to The Church in advance of use of Second Party's reserved Niche by Second Party, and as a condition of interment hereunder.

(10) Second Party shall not assign this Agreement or the rights granted hereunder, in whole or in part without the prior written agreement by The Church. This Agreement may only be assigned to Eligible Persons with consent by The Church as provided in the Rules and Regulations. In the event that no interment has been made hereunder, the rights of interment, any interment spaces associated therewith, and any services to be performed pursuant to this Agreement shall revert to The Church to be disposed of at The Church's discretion and for The Church's benefit. It is understood and agreed that Second Party shall not be entitled to a refund of the charitable portion of the sums paid herewith, in whole or in part, in such event and said sums shall be retained by The Church. Repayment of the remainder paid by the Second Party may be refunded as provided in the Rules and Regulations.

(11) This agreement shall become effective when signed by Second Party and an authorized representative of The Church. Thereafter this agreement shall apply to, bind and inure to the benefit of The Church, its successors or assigns, and the heirs, administrators, executors and permitted assigns of Second Party. Whenever second Party is mentioned herein, it shall include the heirs, personal representatives and permitted assigns of the second Party as if they were specifically named herein.

(12) This Agreement contains all the covenants and promises between the parties, and no agent or representative of either party shall have authority to modify, add to, or change any of the terms and conditions of the receipt of payment without written consent of both parties in advance thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above stated.

ATTEST:

ST. GEORGE'S EPISCOPAL CHURCH,  
GERMANTOWN, TENNESSEE

\_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
Rector or Sr. Warden

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Second Party (s)

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me a Notary Public in and for the State and County, aforesaid, appeared \_\_\_\_\_, the Second Party named in the foregoing instrument, with whom I am personally acquainted, and upon being first duly sworn acknowledge that he/she/they executed the instrument as \_\_\_\_\_ free act and deed, and for the considerations recited.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_