

Template for Purchase Agreement for Memorial Garden / Columbarium

Name and Contact Information for Church

The Church allows interment in a Burial Plot / Niche for current or former members, immediate family of members, or others with the specific permission of the Rector. By entering into this Agreement, the Purchaser attests that the Intended Future Occupant is eligible for interment in the Niche per these requirements.

Burial Plot / Niche Purchase Agreement

Agreement Date: _____

Purchaser:

Full Name: _____
Mailing Address: _____
City, State, Zip: _____
Phone: _____ Alt Phone: _____
Email Address: _____

Purchaser's Successors:

Listed in order of authority to act on behalf of the Purchaser following death or incapacity.

1. Full Name: _____ Relationship: _____
Phone (with area code): _____ Alt Phone: _____
Email Address: _____

2. Full Name: _____ Relationship: _____
Phone (with area code): _____ Alt Phone: _____
Email Address: _____

3. Full Name: _____ Relationship: _____
Phone (with area code): _____ Alt Phone: _____
Email Address: _____

Burial Plot / Niche Location:

Enter identifying information for specific burial plot or niche, e.g. plot number, row, column.

Person(s) to be Interred in Plot / Niche

Enter name(s) of person(s) for whom plot /niche is reserved. If undesignated, enter "undesignated."

Definitions

Definitions for terms used herein can be found in the most recent version of the “Rules, Regulations, and Responsibilities of the *Memorial Garden Committee of Name of Church – City, State*” document provided to the Purchaser and available by contacting the Church. Terms include, but are not limited to: “Agreement,” “Purchaser,” “Purchaser’s Successors,” “Eligible,” “Church,” “Rector,” “Vestry,” “*Memorial Garden*,” “*Memorial Garden Committee*,” “Rate Card,” “*Memorial Garden Plot / Niche Location Map*,” “*Burial Plot / Niche Location*,” “Intended Future Occupant,” “Marker Inscription Form” aka “Form,” “Urn,” and “Common Urn.”

Agreement Details

This Agreement is made on the date shown, between the Purchaser and the Church for the purpose of acquiring rights to the use of a Burial Plot / Niche in the Memorial Garden / Columbarium. The rights granted to the Purchaser, and the herein named Purchaser’s Successors in their future authority to act on behalf of the Purchaser following their death or incapacity, are limited by this Agreement, as well as any current or future terms and conditions promulgated by the Church to govern the Memorial Garden / Columbarium. This Agreement shall inure to the benefit of and be binding upon the Church and the Purchaser, as well as the Purchaser’s Successors or any other heirs, executors, administrators, guardians, agents, or successors.

In the event the Church must contact the Purchaser’s Successors related to this Agreement, the Church will make a reasonable effort to do so with the contact information provided herein. If, after a reasonable effort, the Church is unable to establish sustained communication with a named Purchaser’s Successor, the Church reserves the right to determine that the Purchaser’s authority transfers to the following named Purchaser’s Successor. If, after a reasonable effort, the Church is unable to establish sustained communication with any of the named Purchaser’s Successors, the Church reserves the right to contact the Purchaser’s other heirs, executors, administrators, guardians, agents, or successors in pursuit of a person authorized to act on behalf of the Purchaser.

Purchaser agrees to pay the sum listed for purchasing rights to a Burial Plot / Niche per the current Rate Card. Payment-in-full shall be made by the Purchaser to the Church upon execution of this Agreement. Upon written request by the Purchaser, payment is fully refundable within one-year of the date of execution of this Agreement. Partial refunds may be granted for requests made after one-year, with the amount decreased by 10% of the original purchase price for every anniversary that has passed since the execution date, to compensate the Church for maintenance costs and the inability to sell the Burial Plot / Niche to other purchasers during that time. The Church reserves the right to take up to 30 days to process full or partial refunds.

Any interment or disinterment must be done by the Church. Additional fees promulgated by the Church for any services requested or required of the Church, the clergy, or the staff, or a contractor related to interment or disinterment will be the responsibility of the Purchaser, or the Purchaser’s Successors. The Purchaser, and Purchaser’s Successors, remain completely responsible for the Urn and its contents placed in the Niche.

In the event that this Agreement is signed in contemplation of construction of a new section or phase of the Memorial Garden, the Church reserves the right to cancel construction of the new section or phase at the sole discretion of the Vestry of the Church and refund any money paid under this Agreement.

[If desired, the Purchaser may choose to pay an additional fee at the time of execution of this Agreement, per the Rate Card, for an interim 12”x12” *granite* plaque to be engraved and placed on the Niche with the full name and date of birth of the Intended Future Occupant. This interim plaque will later be replaced with a final plaque including the date of death. The Purchaser is solely responsible for the accuracy of information provided for all engravings.]

[In connection with this Agreement, the Purchaser may exercise their right to have the ashes for the deceased person memorialized by the Niche's required engraved plaque, placed in the Common Urn instead. This placement selection by the Purchaser shall fulfill the same obligation upon the Church as placement within the Niche, and no additional rights or privileges shall be owed to the Purchaser.]

Each Burial Plot / Niche has an internal measurement of approximately _____ and is designed to hold one waterproof Urn, not exceeding those dimensions, containing the ashes of one deceased person. Each Burial Plot / Niche is assigned a unique Burial Plot / Niche Location based on identifiers such as *plot number, row, column*, as shown on the most recent version of the Memorial Garden Plot / Niche Location Map.

[A Marker Inscription Form, signed and dated by the Purchaser, shall be attached to this Agreement. Any future signed and dated Form submitted to the Church by the Purchaser, or the authorized Purchaser's Successor, shall be understood to supersede any prior Form. All eligibility requirements apply to any revised Form. The Church reserves the right to terminate this Agreement if a revised Intended Future Occupant is deemed ineligible. Purchaser acknowledges and certifies that the information on any Form is correct to the best of their knowledge. The final engraved plaque will be inscribed exactly as written on the most recent Form on record with the Church. Prior to final engraving, the Purchaser, or the authorized Purchaser's Successor, is responsible for reviewing a proof of the proposed engraving and responding with approval or correction within a timely fashion. The Church is not liable for any errors made by Purchaser.]

The Church reserves the right to 1) enlarge or remodel the Memorial Garden *and/or the Columbarium* at any time; 2) relocate or terminate use of the existing Memorial Garden *and/or Columbarium*, in part or in full, at any time. If any of the said events should occur, the Church shall provide a substitute replacement space of similar nature, subject, however, in all respects to the provisions of the immediately following paragraph. To the extent reasonably controllable by the Church, any substituted space shall have the same rights as those granted under this Agreement and shall be subject to the same terms, conditions, limitations, and provisions.

The Church agrees to allow any Urn placed in the Memorial Garden to remain for as long as the Church maintains the Memorial Garden or a replacement space. In the event that the Church should ever cease to maintain the Memorial Garden and not provide a replacement space, the Church shall remove any Urn at the sole expense of the Church and the ashes contained therein shall be interred at a suitable substitute location of a similar nature, at the discretion of the Vestry, unless the Purchaser or Purchaser's Family makes other provisions at their expense.

Purchaser releases and holds harmless *Name of Church*, the Episcopal Diocese of Massachusetts, its clergy, Vestry, committees, agents, and employees, from any claims, demands, liability, and causes of action in connection with the operation, administration, and maintenance of the Memorial Garden.

The use of the Burial Plot / Niche Location purchased herein is limited and restricted by the rules and regulations for operation of the Memorial Garden as promulgated by the Church or any of its constituent committees from time to time. Purchaser's signature on this Agreement acknowledges the existence and binding effect of such rules and regulations and Purchaser agrees to be bound by each and every such rule and regulation.

Purchaser understands that this is intended as a memorial garden and is not and will never be a perpetual care cemetery or other cemetery as defined under the General Laws of the Commonwealth of Massachusetts. The limited rights under this Agreement are in the nature of a license and do not convey any legal title to the Burial Plot / Niche Location in the Memorial Garden which shall remain the property of the Church.

The rights granted under this Agreement are personal to the Purchaser and are not transferable to any other party.

Purchaser Signature: _____ **Date:** _____

Church Designated Representative:

Full Name: _____

Position: _____

Signature: _____ **Date:** _____

FOR INTERNAL USE ONLY

NICHE PURCHASE AMOUNT: _____

INTERIM PLAQUE AMOUNT: _____

TOTAL AMOUNT PAID: _____

Burial Plot / Niche Inscription Form

Date: _____

Burial Plot / Niche Purchase Agreement Date: _____

Purchaser Name: _____

Mailing Address: _____

City, State, Zip: _____

Phone (with area code): _____ Alt Phone: _____

Email Address: _____

Burial Plot / Niche Location:

Enter identifying information for specific burial plot or niche, e.g. plot number, row, column.

This Burial Plot / Niche Inscription Form is submitted to the Church on the date shown by the Purchaser, in connection with the Burial Plot / Niche Purchase Agreement signed on the date shown, for the purpose of defining the Intended Future Occupant of the Burial Plot / Niche Location shown and establishing the exact inscription to be engraved on the engraved memorial plaque. If this Form is being submitted prior to the date of death of the Intended Future Occupant, the Date of Death field below should be left blank, but all other fields must be completed accurately. Purchaser acknowledges and certifies that the information on any Form is correct to the best of their knowledge. The final engraved plaque will be inscribed exactly as written on the most recent Form on record with the Church. Prior to final engraving, the Purchaser, or the authorized Purchaser's Successor, is responsible for reviewing a proof of the proposed engraving and responding with approval or correction within a timely fashion. The Church is not liable for any errors made by Purchaser. As such, the Purchaser, or the authorized Purchaser's Successor, hereby requests the Memorial Garden Committee, subject to the rules and regulations for the operation of the Memorial Garden, to have placed upon the front of the Burial Plot / Niche Location shown, the engraved inscription as follows:

Intended Future Occupant:

Instructions: Please write the person's full name below, ensuring no line exceeds 14 characters. *For shorter names, use only Lines 2 and 3.*

If including a nickname, it should have quotes around it (i.e. "Bob").

Line 1: _____

Line 2: _____

Line 3: _____

Date of Birth: _____

(If deceased) Date of Date: _____

My signature certifies the correctness of the above inscription text and any changes thereto shall be at my expense.

Signature: _____ Date: _____