

Columbarium Agreement

St. Luke's Episcopal Church

2000 Shepherd's Lane

Prescott, AZ 86301

(928) 778-4499

(928) 778-4699 FAX

KNOW ALL PERSONS BY THESE PRESENTS:

In consideration of _____, the receipt of which is hereby acknowledged, St. Luke's Episcopal Church ("Licensor") hereby gives, grants, and conveys unto _____ (PRINT) ("Licensee"), a member, regular attendee or immediate family member a perpetual license to have:

- 1. The ashes remaining from their cremation will be placed in niche number _____ of the Columbarium. (Single Occupancy \$750.00, Double Occupancy \$1500.00). \$ _____
- 2. The ashes remaining from their cremation will be placed in the Cinerarium within St. Luke's Memorial Garden. \$600.00
- 3. Inter the ashes remaining from their cremation in the earth within St. Luke's Memorial Garden. No markers will be placed on church property. \$480.00
- 4. Scatter the ashes on Church property by clergy at clergy discretion. No markers will be placed on church property. \$180.00

Subject to the following rights and conditions:

1. Licensee shall have the right to have the ashes remaining from their cremation placed in the niche, in perpetuity; to have the face of the niche identified, after interment, with a marker to be provided by Licensor, containing only the name, year of birth and year of death of Licensee.

A. The Licensee shall have the further right at any time to relinquish the niche to Licensor, and only Licensor and no other person, firm or corporation. Upon such relinquishment, Licensor shall refund the consideration stated above, less \$60.00 to be retained by Licensor as a processing fee, to Licensee.

B. Should Licensee choose to move the interred cremains from the Columbarium to another location, Licensor shall refund the consideration stated above, less fees already incurred, based on present market value, plus \$50.00 processing fee, to be retained by Licensor for expenses and processing fee, to Licensee. Licensor will make every attempt to remove plaque from front panel of niche. In the event the front panel of niche is damaged from attempting removal of plaque, Licensee will incur the current market price of replacement. The request to remove the interred cremains shall be made in writing.

2. Any attempt by Licensee to sell, assign or transfer the rights obtained by Licensee under this Columbarium Agreement shall be void and shall automatically and immediately release and relinquish

any and all rights of Licensee, as well as their heirs and personal representatives in and to the niche, other than interment site, and the consideration stated above shall be retained by Licensor as liquidated damages. In the event the body of Licensee, or their ashes, are interred anywhere other than the niche, any and all rights granted by this Columbarium Agreement are void and automatically released and relinquished, and the consideration stated above shall be retained by Licensor as liquidated damages.

3. Notwithstanding clause 1. and 2., Licensee shall have the limited right, prior to his or her death, to designate that the ashes of one of his or her parents or one of his or her children (“Designate”) may be interred in the niche instead of those of Licensee. To exercise this right, Licensee must notify Licensor in writing prior to the intended interment. Upon the exercise of this limited right, the applicable provisions of clause 1. and 2. shall apply to Designate in the same manner as they would have applied to Licensee.

4. No heir of Licensee or any other person shall have any right of access to the niche or Cinerarium after the Licensee’s or Designator’s ashes are interred.

5. Licensee is aware that Licensor may transfer its operations to a different church building on several occasions during the term of this Columbarium Agreement, and Licensee hereby expressly consents to the transfer of the niche or container to any new building or outdoor facility that Licensor subsequently designates upon its moving to a new building. It is understood that remains interred in the ground will remain in the ground. No provision will be made to subsequently move this soil to another location.

6. Licensor undertakes and agrees to keep and maintain the Memorial Garden and buildings or portions thereof used as the Columbarium and Cinerarium, in good condition; to repair and care for the niches in perpetuity; to take all reasonable precautions against defacement or defilement of the niches and the identification markers thereon. Licensor agrees to permit access to the Memorial Garden, Columbarium and Cinerarium for visitation during business hours.

7. Licensor agrees to charge a price comparable to the consideration stated above for all niches in the Columbarium or space in the Cinerarium, currently in existence or subsequently planned, and to require payment in full, in advance, from all subsequent licensees in the Columbarium or Cinerarium. Licensor further agrees to restrict the issuance of future licenses in the Columbarium or Cinerarium to members, regular attendees or their immediate family.

8. Licensor agrees to build, equip and maintain additional space for the Columbarium, Cinerarium and Memorial Garden as required, such need to be determined by the Vestry of Licensor. Licensor further agrees not to change the major purposes and conditions underlying the establishment of the Columbarium by Licensor.

9. Licensor further promises and agrees that in the event of catastrophic destruction or obsolescence of its church building, or some similar condition which renders it impossible or difficult to maintain the Columbarium and Cinerarium, to inter all ashes in a suitable place and in a legally authorized and Christian manner, as designated by the Vestry of Licensor.

IN WITNESS WHEREOF Licensee has subscribed his or her name and Licensor has subscribed its name and affixed its corporate seal this ____ day of _____, 20__.

St. Luke’s Episcopal Church, Licensor

Rector, Senior Warden, or Junior Warden

The undersigned agrees on behalf of himself/herself and his/her heirs to abide by the rules and regulations pertaining to the Columbarium, now in effect or which may be adopted in the future by Licensor, and to the conditions above stated.

Licensee

Licensee

PLEASE PRINT CLEARLY.

THE FOLLOWING INFORMATION WILL APPEAR ON THE NAME PLATE:

PRINT Name

Birth year

Death year

PRINT Name

Birth year

Death year

Proofed/Received by: _____

Date: _____

Revised: **June 27, 2023**



ST. LUKE'S
EPISCOPAL
CHURCH
Prescott, Arizona

Receipt of Payment

On this date _____, St. Luke's Episcopal Church,
Prescott, Arizona

Received from _____

The amount of _____ representing

payment of Columbarium, Niche # _____

On behalf of _____

A copy of this letter will be attached to the Columbarium
Agreement dated _____

Received by:

(Job Title)