



ST. ANDREW
UNITED METHODIST CHURCH
Columbarium Interment Rights
Agreement

Subscriber Name: _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____

Email Address: _____

Niche Wall _____ Niche Number _____

THIS COLUMBARIUM INTERMENT RIGHTS AGREEMENT (the “Agreement”), made by and between St. Andrew United Methodist Church, hereinafter called the “Church”, and the person or persons identified after “Subscriber Name” above, 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. Andrew United Methodist Church, 5801 W. Plano Parkway, Plano, Texas 75093. The Subscriber’s rights to a niche are evidenced by the accompanying Certificate of Interment Rights.

The Subscriber represents and warrants that the Subscriber has read and understands the following notice:

Pursuant to Texas Health and Safety Code Section 711.039, a burial niche is presumed to be separate property of the Subscriber, as the person named in the accompanying Certificate of Interment Rights. The Subscriber’s spouse holds a vested right of interment for the spouse’s ashes in the niche (i) while the spouse is married to the Subscriber; or (ii) if the spouse is married to the Subscriber upon the Subscriber’s death. The spouse’s right of interment in the niche automatically terminates upon the issuance of a divorce decree, unless the divorce decree provides otherwise, or upon the interment of the spouse’s remains/ashes elsewhere. The niche may not be sold, abandoned, or conveyed by the Subscriber without the written consent of the Subscriber’s spouse.

THE SUBSCRIBER AGREES:

Niche: To select a niche from the available inventory;

Memorial Inscription: To provide the information for the inscription to be placed by the Church on the front of the niche; Subscriber agrees that the inscription information cannot be revised once it is inscribed; see Exhibit A, attached;

Payment of Fees: To pay herewith the fee according to the current Schedule of Fees in effect, a copy of which has been provided to the Subscriber;

Compliance with Rules: To comply at all times with all rules and regulations heretofore or hereafter promulgated and adopted by the Church for the operation of the columbarium; and

Indemnification: To hold harmless, defend, and indemnify the Church, its Pastoral staff, Church staff, each appointed Lay Leader, and each of the Trustees (collectively, the “Indemnitees”) against and from all claims, causes of action, damages, and expenses (including reasonable attorneys’ fees and costs of litigation) incurred due to Subscriber’s purchase of the niche, the proper identification of the cremated ashes to be interred in Subscriber’s niche, or the Church’s management of the niche. **This obligation of indemnification applies with respect to any cause of action asserted against the Indemnitees (collectively or individually) by Subscriber’s spouse or family members, creditors, and third parties and regardless of whether such claims include allegations of one or more Indemnitees’ negligence.** This obligation does not apply with respect to any allegation of an Indemnitee’s gross negligence or willful misconduct.

THE CHURCH AGREES:

Exclusive Rights: Subject to the revision of the *Rules and Regulations* by the Church and its Trustees, this Agreement provides exclusive rights to Subscriber to inter ashes of one or two persons in a niche of the Columbarium, as designated by the Subscriber and subject to the operation of Texas law;

Care and Maintenance: To provide perpetual care and maintenance of the Columbarium including architectural features thereof;

Permanent Records: To maintain accurate permanent records of *Certificate of Interment Rights* and *Columbarium Interment Rights Agreement*, as well as the names of the deceased and the location in the Columbarium where each person’s ashes have been interred; and

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:

Transfer: All rights conferred by this *Columbarium Interment Rights Agreement* are personal and specific to the Subscriber and may not be sold, assigned or otherwise transferred. Interment rights may 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 subject to the then-applicable transfer fee as determined by the Trustees and the Church shall not unreasonably withhold authorization of such transfer. Any such approved transfer shall be void unless the Subscriber’s spouse provides the spouse’s signed written consent to such transfer.

Refund Policy. Refunds shall not be permitted.

Relocation of Columbarium: Subject to the protections afforded under Texas law, the Church shall have the sole discretion, designated authority, and absolute right to exhume and re-inter ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary for St. Andrew United Methodist Church to relocate the Church and/or the Columbarium; provided, however the Church shall make reasonable, good faith efforts to notify each Subscriber or each Subscriber’s designated contact set forth in the attached *Columbarium Worksheet* in advance of such removal.

Entire Agreement: This *Columbarium Interment Rights Agreement*, together with the *Certificate of Interment Rights*, *Columbarium Worksheet*, and the *Rules and Regulations* incorporated herein,

constitute the entire understanding of the parties. There are no representations or warranties other than those expressly set forth. In executing this Agreement, Subscriber and Subscriber's spouse have relied upon no statements or representations except those set forth herein.

IN WITNESS WHEREOF, the parties have executed this *Columbarium Interment Rights Agreement* this the _____ day of _____, 20_____.

SUBSCRIBER

Signature of Subscriber

ST. ANDREW UNITED METHODIST CHURCH

By: _____

Title: _____

SUBSCRIBER'S SPOUSE

Subscriber's Spouse acknowledges that this Agreement is between St. Andrew United Methodist Church and Subscriber and all rights conferred herein are personal to and individually held by Subscriber.

Signature of Subscriber's Spouse



ST. ANDREW
UNITED METHODIST CHURCH
Columbarium Interment Rights Fees

Effective Month, Date, Year (Traci Hughes to notify of this date)

Right to exclusive use of niche in Columbarium for ashes of two persons (two urns)	\$ 4,500.00 *
---	---------------

* NOTE: Fees subject to change without notice.



Columbarium Worksheet

Subscriber Name: _____ Wall _____ Niche _____

Designated Contact: _____

Designated Contact Phone: _____

This niche is intended to inter the following person(s) ashes:

If the niche is to be used for unidentified family, who has the authority to inter ashes other than the Subscriber?

The Inscription shall read: (23 characters per line)

Birth Date: _____ **Death Date:** _____

The Inscription shall read: (23 characters per line)

Birth Date: _____ **Death Date:** _____

Have you made any arrangements with a Funeral Home? If so, where?

Other Family Contact Info:

Name _____ Relationship _____

Address _____

Phone _____ Email _____



ST. ANDREW UNITED METHODIST CHURCH
Certificate of Interment Rights

Subscriber Name: _____ Wall _____ Niche _____

Issuance of this Certificate of Interment Rights to the above-named Subscriber memorializes Subscriber's right of interment within the Columbarium of St. Andrew United Methodist Church, 5801 W. Plano Parkway, Plano, Texas 75093 at the wall and niche identified above, upon the provision proper documents identifying the cremated remains by the Subscriber's family or Designated Contact. The Subscriber's rights are more thoroughly described within the *Columbarium Interment Rights Agreement* signed in conjunction with the issuance of this Certificate of Interment Rights, as well as certain *Rules and Regulations*, which may be revised and are incorporated within such agreement. Subscriber's Designated Contact, family contact, and inscription information is set forth within a *Columbarium Worksheet*.

Issued this _____ day of _____, 20__.

ST. ANDREW UNITED METHODIST CHURCH

By: _____

Its: _____

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this _____ day of _____, _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas
My Commission expires: _____