

CHRIST CHURCH GROSSE POINTE
The Columbarium and Memorial Garden Agreement

- | |
|--|
| <input type="checkbox"/> Single niche
<input type="checkbox"/> Double niche |
|--|

AGREEMENT made this _____ day of _____, 20____, between the Rector,
Wardens, and Vestry of Christ Church Grosse Pointe, Grosse Pointe Farms, Michigan (hereafter call "The
Church") and _____ (hereafter called "Permittee") of

(Full name)

(Address)

Witnesseth:

The Church by these present acknowledges receipt of the sum of \$_____ from and gives permission (hereafter call "The Permission") to Permittee to have placed (check the applicable box)

In Niche No. _____ in the Columbarium of The Church, the ashes of _____ (hereafter called "Designee")
of _____
(Address)

In Niche No. _____ in the Columbarium of The Church, the ashes of _____ (hereafter called "Designee")
of _____
(Address)

(or)

In the earth in the Christ Church Memorial Scattering Garden, the ashes of _____ (hereafter called "Designee")
of _____
(Address)

and upon the terms and conditions set forth on the reverse side hereof.

Permittee by these present acknowledges reading and understanding said terms and conditions and agrees to be bound thereby.

PLAQUE TO READ: A

Name _____

Date of Birth _____

Date of Death _____

PLAQUE TO READ: B

Name _____

Date of Birth _____

Date of Death _____

CHRIST CHURCH GROSSE POINTE

By _____
The Rector

And _____
Treasurer of the Vestry

Permittee

TERMS and CONDITIONS

The terms and conditions of the agreement between The Church and Permittee named on the reverse side hereof, relating to the Columbarium and the Christ Church Memorial *Scattering* Garden, are as follows:

- 1. CONTROL OF AREA:** Custody and control of the Columbarium and the Christ Church Memorial Scattering Garden and all matters relating thereto, are and shall be vested in all respects in the Vestry of the church, as duly constituted from time to time. A committee (hereafter called the "Columbarium Committee") to be constituted as prescribed by the Vestry, shall manage, subject to the direction and control of the Vestry, the use and maintenance of the Columbarium and its niches and the Christ Church Memorial Scattering Garden.
- 2. ELIGIBILITY TO PURCHASE:** Christ Church Grosse Pointe is not a public cemetery and is not licensed as such. Therefore, the privilege of executing a contract is considered a benefit to parishioners and must be limited to active, participating members of Christ Church. Interment in the Columbarium is restricted to parishioners and members of their immediate families. The Memorial Scattering Garden accommodates the interment of more distant family members not associated with Christ Church. A separate agreement (contract) must be executed for each person to be inurned in either single or double niche or inhumed in the Scattering Garden.
- 3. PAYMENT AND PROPERTY RIGHTS:** Permittee's payment hereunder is made without any reservations, conditions or restrictions and may be used for any lawful purpose deemed proper by the Vestry. No property right of any kind in or to the Columbarium or any niche therein or the Christ Church Memorial Scattering Garden is or shall be acquired by or through Permittee. It is the intention of The Church to exercise reasonable care in the maintenance of the Columbarium and the Christ Church Memorial Scattering Garden. However, neither The Church nor any person acting for The Church assumes or shall have any liability or responsibility for the maintenance of the Columbarium and the Christ Church Memorial Scattering Garden, for the preservation or loss of, or damage to, any urn placed, or the ashes of any person interred, in the Columbarium or the Christ Church Memorial Scattering Garden, or for any matter or thing relating to the Columbarium and Christ Church Memorial Scattering Garden. The Rector or the Rector's designee is responsible for the collection of all fees.
- 4. RULES GOVERNING USE AND MAINTENANCE OF AREA:** The Vestry, or the Columbarium Committee, subject to the approval of the Vestry, may from time to time make rules and regulations governing the use and maintenance of the Columbarium and the Christ Church Memorial Scattering Garden, and the Vestry, if in its judgement such action is desirable, at any time or times, may amend, alter, change or modify the terms and conditions of this agreement with respect to the use, operation and maintenance of the Columbarium and of the niches therein and the Christ Church Memorial Scattering Garden.
- 5. CHANGE OF DESIGNEE:** Permittee, or a person recognized and accepted by the Vestry as succeeding to the Permission, may change the Designee if, and only if, upon written notice to the Columbarium Committee of a desire so to act, the latter's written consent therefore is first obtained.
- 6. CONSENT TO TRANSFER PERMITTEE'S RIGHTS:** No transfer, either voluntary or involuntary or by operation of law, of The Permission shall be made or be effective without the consent of the Vestry in its sole discretion in writing first had and obtained. A Permittee who desires to assign or transfer The Permission shall request in writing the consent of the Vestry, and shall indicate the name and address of the proposed assignee or transferee. Upon the death of Permittee, or any other person previously consented to by the Vestry as the successor to Permittee's rights, The Permission shall pass as Permittee or such other person may be will direct, or, in the absence or failure of such testamentary direction, to the heirs at law of Permittee or such other person, as the case may be, provided, however, that such passage in each instance shall be subject to approval by the Vestry in its sole discretion. In the event that approval of the Vestry shall not be given to the transfer of The Permission, The Church shall have the absolute right to elect, but need not so elect, to repurchase the niche and redeem and cancel The Permission granted with respect thereto upon tender of repayment of the amount to The Church at the time The Permission was first granted.
- 7. URNS, ACCEPTANCE AND REMOVAL OF ASHES, AND FORFEITURE OF PROPERTY:** Christ Church cannot accept responsibility for ashes unless there is a paid agreement and ashes cannot be held in excess of 90 days before interment. The Rector, or in the Rector's absence one of the clergy staff, will notify the family immediately in writing upon receipt at Christ Church of ashes intended for interment in the Columbarium. Ashes interred in niches in the Columbarium must be in containers obtained at the crematorium or through other sources. The container must be of an outer dimension no greater than 8 1/4" high, 6 3/8" wide and 4 1/4" deep (plastic), or (brass 7" high, 5 5/8" wide and 5 5/8" deep). The ashes of only one person will be permitted in an urn, and the material, design, construction, type, size, shape and character of such urns shall be subject to the absolute control of the Vestry. No urn containing ashes shall be removed from a niche except by and with the prior written consent of the Vestry or the Columbarium Committee, and no right whatsoever shall exist in the heirs at law of the Permittee or Designee, or in any other person, excepting only the Vestry to have such ashes removed. In the event an urn containing ashes is placed in a niche and is removed therefrom, or in the event an urn containing the ashes of an approved Designee be not interred in the niche identified herein within 50 years after the date of the agreement as written on the reverse side hereof or within one year after the death of the original Permittee, the original Designee or last surviving child of the original Permittee (whichever event last occurs), then all rights given or in any way obtained with respect to the niche shall be forfeited, terminate forthwith, and shall revert to The Church.
- 8. MARKERS AND FLOWERS:** All plaques will be of uniform size and style, as determined by the Columbarium Committee, and shall display only the name of the deceased and his or her date of birth and date of death. Flowers may be placed in the Columbarium only in such places as may, from time to time, be designated by the Vestry or the Columbarium Committee and may be removed at any time by like authority, and shall at all times be subject to the control and regulations of the Vestry or the Columbarium Committee.
- 9. CHANGE OF COLUMBARIUM LOCATION:** If in the judgement of the Vestry it shall be deemed desirable at any time to change the location of the Columbarium, or to discontinue their use or any part thereof, the Vestry may have the urns and ashes removed from any niche or niches affected by such change or discontinuance and placed in another suitable niche in the Columbarium of the church or in another appropriate place as in its sole discretion the Vestry may deem proper.
- 10. MEMORIAL SCATTERING GARDEN TERMS:** Each Permittee of the Christ Church Memorial Scattering Garden agrees and understands that ashes will be inhumed (burying in the earth) and will not be recoverable or preserved intact. No Permittee or other person shall have any right in the physical location or appearance of the Christ Church Memorial Scattering Garden, which may be discontinued or relocated in another appropriate place as in its sole discretion the Vestry may deem proper.
- 11. BINDING TERMS AND CONDITIONS OF THIS AGREEMENT:** All the terms and conditions hereof, all amendments, alterations, changes or notifications thereof, and all rules and regulations made pursuant thereto, shall apply to and be binding upon Permittee and any person who pursuant to the terms and conditions hereof may be recognized and accepted by the Vestry or the Columbarium Committee as succeeding to any right of Permittee hereunder.

Adopted by the Vestry Monday, September 18, 2006.