

## Saint John the Evangelist Episcopal Church Columbarium Purchase Agreement

I hereby purchase one niche, numbered \_\_\_\_\_, in the Columbarium located in the church building owned by ST. JOHN THE EVANGELIST EPISCOPAL CHURCH at 60 Kent Street, St. Paul, Minnesota 55102.

This purchase includes for the price of seven hundred fifty dollars (\$750.00), the niche plus one urn OR for the price of nine hundred dollars (\$900.00) the niche plus two urns. The choice is indicated by the payment received.

I agree that the niche will be used only as a place for interment of cremated human remains in accordance with the terms and conditions attached to this Purchase Agreement, and any policies, rules and regulations adopted by St. John the Evangelist Episcopal Church relating to use of the Columbarium. I acknowledge that this Purchase Agreement relates only to use of the niche and that I am not acquiring any property right in the niche. The full Terms and Conditions of Use of the Columbarium are printed on the back of this page.

I hereby designate the following persons as those whose remains may be placed in the niche: (give full name and address)

- |                            |                            |
|----------------------------|----------------------------|
| 1. _____<br>_____<br>_____ | 2. _____<br>_____<br>_____ |
|----------------------------|----------------------------|

I understand that I may change this designation by notice in writing delivered to and accepted by St. John the Evangelist Episcopal Church.

### OPTIONAL

In the event of my death, the following person shall have the power to designate the persons whose remains may be placed in the niche: (give full name and address)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_ Purchaser's Signature \_\_\_\_\_

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### ACCEPTANCE

This AGREEMENT is accepted and receipt of the purchase price referred to above is acknowledged.

Dated \_\_\_\_\_ Amount \_\_\_\_\_ By \_\_\_\_\_  
For the St. John's Columbarium Committee.

**Saint John the Evangelist Episcopal Church, 60 Kent Street, Saint Paul, Minnesota 55102**

Version 6/5/2015

**TERMS AND CONDITIONS OF USE OF THE COLUMBARIUM OF ST. JOHN THE EVANGELIST EPISCOPAL CHURCH  
("St. John's")**

1. The Buyer of a niche is granted the original right of use, which includes the interment of the cremated remains of two persons in a niche.
2. At the time of purchase, the Buyer shall designate the person or persons (by name, not as a class), whose cremated remains may be interred in the niche. During the Buyer's lifetime, the Buyer may, from time to time, change the designation of the persons whose remains may be interred, by notice in writing delivered to and accepted by St. John's. The Buyer may also designate one other individual who, upon the Buyer's death or incapacity, shall exercise the same right of designation. The right to designate persons whose remains may be interred ceases with the death of the Buyer and any named designee.
3. Buyers must be natural persons or the personal representatives of deceased or of incompetent persons. Only one individual may be considered the Buyer of a niche.
4. Buyer's rights to the niche may not be assigned, transferred or inherited, without the written consent of St. John's and shall not be subject to the claims of creditors.
5. If there has been no interment in the niche within five years after purchase, St. John's may repurchase the Buyer's rights to the niche. If however, within sixty days after mailing by St. John's to Buyer's address as shown on the records of St. John's of a notice of intent to purchase, Buyer notifies St. John's in writing of Buyer's continued intent to use the niche, it shall not be subject to purchase by St. John's for an additional five year period. The price to be paid for any niche purchased under this paragraph shall be eighty percent of its original cost.
6. Cremated human remains only may be interred in the niche. Ashes deposited in the niche shall be placed in a container acceptable to St. John's. Any such container must be of suitable size for placement in the niche and shall be within the usual bounds of good taste. The name of the person whose ashes are placed in the container shall be marked on or placed within the container. St. John's shall maintain a separate record of all interments and may require appropriate information for this purpose.
7. A religious service shall be held at each interment. A member of the clergy of St. John's shall be present and shall conduct the service, except that, in the discretion of the Rector of St. John's, supervision of the service may be delegated to another member of the clergy. A representative from St. John's shall be present at all such services.
8. Names and birth and death years of each person interred in a niche may be placed on the face of the niche on plates approved by St. John's. The size, type and manner of lettering shall be determined by, and applied by, St. John's. No other inscriptions, flowers or other ornamentation are permitted on or around the Columbarium. Access to the Columbarium is subject to the control of St. John's.
9. Remains may be removed from the niche only upon the written consent of St. John's, and the Buyer and the spouse, if any, of the person interred, or, if neither is living, of the personal representative, if any, or the next of kin of the person interred. In any such instance, a receipt must be signed by the party so acting, indemnifying St. John's against all liability. No refunds will be granted. All removals shall be under the supervision of a representative of St. John's.
10. On default of possibility of a valid use of the niche, the Buyer's rights shall lapse and all interest in the niche shall revert to St. John's. A reasonable determination by St. John's that such default has occurred shall be binding on all parties.
11. The right of the Buyer to use a niche shall cease if the present church property is no longer owned by St. John's, the present church edifice is demolished or destroyed or if in the determination of the Vestry of St. John's it is no longer feasible to maintain the Columbarium. In the event of such termination, all interred remains may be removed in accordance with the procedures described in paragraph nine. If, after reasonable notice, such remains are not removed by representatives of the person interred, St. John's shall have the right to remove and dispose of them in an appropriate manner, and thereafter no right of use of the Columbarium shall exist in the Buyer or in any other person.
12. All notices to the Buyer of a niche shall be sent to the address set forth on the reverse side of this agreement unless Buyer, or the designee of Buyer described in paragraph two, shall otherwise advise St. John's in writing.

**Saint John the Evangelist Episcopal Church, 60 Kent Street, Saint Paul, Minnesota 55102**

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