

**AGREEMENT CONCERNING INURNMENT RIGHTS
IN THE COLUMBARIUM OF THE
EPISCOPAL CHURCH OF THE HOLY SPIRIT
858 Kent Dairy Road, Alabaster, AL 35007
2025-621-3418**

Recitals

Episcopal Church of the Holy Spirit of Alabaster, AL (the "Church") has established a Columbarium for the use of members of the Church and their immediate family members. The ownership and use of the inurnment rights to niches in the Columbarium are subject to the provisions set forth in this Agreement and the **Policies and Regulations of the Columbarium of Episcopal Church of the Holy Spirit**. This Agreement is between (hereinafter referred to as the "Grantee" whether one or two persons) and the Church with regard to the purchase in Inurnment Rights in a niche in the Columbarium of the Church. Accordingly, the parties hereby agree as follows:

The Agreement

1. **Purpose.** The niche shall be used for the inurnment of cremated remains, in accordance with the terms of this Agreement and the **Policies and Regulations of the Columbarium of Episcopal Church of the Holy Spirit** adopted by the Vestry of the Church.
2. **Inurnment Space.** Grantee hereby purchases inurnment rights in a niche in the Columbarium and Grantee shall have the opportunity to select the exact location of the Niche. Priority in selection of the exact location of the niches will be based upon the date that Grantee has made a deposit on a niche space or paid the purchase price in full.
3. **Niche Measurements.** The inside size of each niche is a maximum of: 12.5" wide by 12.5" high by 9.5" deep. The grantee must insure that the provider of the container for the remains is advised of the size limitations so that the grantee is not sold a container (urn or chest) that is too large, especially if the grantee is using the niche to place two (2) cremated remains.

4. **Niche Marker and Incising.** Grantee hereby also purchases one Niche Marker for the niche and the incising to be placed thereon. The incising on the Niche Marker shall be in the form approved by the Vestry and shall contain the name, date of birth and date of death of the person(s) whose cremated remains are placed in the niche. The Incising Fee per niche space is included with the purchase of the inurnment rights.

5. **Niche Prices.**

- a. Single: \$2,000
- b. Double: \$3,500

These above charges include the opening and closing of the niche, the engraved plate and the perpetual maintenance.

6. **Purchase Price.** The total purchase price for the inurnment rights in a niche is \$ _____ per niche (up to 2 persons). Such price has been paid or will be paid as indicated by the box below:

_____ In full by cash or check, the receipt is hereby acknowledged.

_____ In installments, with a minimum non-refundable down payment of one-fourth of the niche price, as follows:

- \$ _____ (not less than 1/4th) in cash/check/or by credit card when this Agreement is signed, and three (3) quarterly installments per the schedule below, with the final installment due on or before the following date: _____, which shall be no more than 12 months; from the date of this Agreement. Payment of the quarterly installments will be due on or before the following dates:

1st Installment Payment and Date: _____

2nd Installment Payment and Date: _____

3rd Installment Payment and Date: _____

If inurnment is required before all installment payments are made the final payment will be within 90-days of the date of inurnment.

No correspondence will be sent regarding installment payments and it is the sole responsibility of the Grantee to ensure that the installment time line is followed. If Grantee fails to meet the above described installment payments, upon written request, the Grantee may seek and receive reimbursement for that amount which has been paid, with the down payment to be non-refundable if final installments are not made according to the signed agreement.

7. **Certificate of Ownership.** When the total price of a niche, the Niche Marker and the incising has been paid, the Vestry shall issue a written Certificate of Ownership to Grantee, confirming the Grantee's ownership.
8. **Heirs and Administrators.** Grantee understands that this agreement shall be binding upon his or her heirs, executors, administrators, successors and assigns.
9. **Transfer of Inurnment Rights.** Grantee's Inurnment Rights in the niche may not be transferred in any manner by Grantee to any other party. However, should Grantee or Grantee's personal representatives wish to give, transfer or convey the Inurnment Rights to Grantee's niche to another party, a request shall be made to the Vestry, which shall consider such request and grant same if it is felt to be appropriate. The approval or disapproval of the request for transfer shall be at the sole discretion of the Vestry.
10. **Warranty.** Grantee warrants a property right in and to the mortal remains of the person or persons anticipated to be inurned and further warrants authority to execute this Agreement. The Church assumes no responsibility to inquire further into the authority of the person executing this Agreement.
11. **Alabama Law and Shelby County Venue to Apply.** This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the

State of Alabama. All suits arising from this Agreement shall be brought in the district courts of Shelby County, Alabama.

12. **Application of Policies and Regulations.** This Agreement is subject to the terms and conditions of the **Policies and Regulations of the Columbarium of Episcopal Church of the Holy Spirit** adopted by ECHS with respect to the Columbarium. Grantee, as evidenced by Grantee's signature below, acknowledges that Grantee has received a copy of the Policies and has read and understands the material contained therein.

13. **Other Services.** This Agreement only deals with the purchase of the niches at the ECHS columbarium. It is recommended that you coordinate directly with your Funeral Home and/or Crematorium and your attorney to insure your will and other related documents are up-to-date and properly filed. Additionally, you need to insure that your family is aware of your wishes.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS Agreement in multiple originals, with one original kept by the Vestry and one original kept by the Grantee, on this _____ day of _____, _____.

GRANTEE:

Signature

Printed Name

Address: _____

EPISCOPAL CHURCH OF THE HOLY SPIRIT

By: _____

MaryBea Sullivan, Rector
Episcopal Church of the Holy Spirit Authorized Representative

Witness 1 – Signature

Witness 1 – Printed Name

Witness 2 – Signature

Witness 2 – Printed Name