

**ST. MARK'S CATHOLIC CHURCH**

1016 N. Hyatt Street  
Monticello, AR 71655  
870-367-2848

**COLUMBARIUM CONTRACT**

THIS CONTRACT is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between St. Mark's Catholic Church in Monticello, Arkansas, (hereinafter referred to as the "Church"), and \_\_\_\_\_, (hereinafter referred to as the "Purchaser").

WHEREAS, the Church has set aside a plot of land known as the Columbarium to be used for the committal of cremated human remain; and

WHEREAS, the Church has established a set of policies governing eligibility and use of the Columbarium, and Purchaser has received a copy and is familiar with the content thereof, and the said policies are attached hereto as Exhibit A and are incorporated as if fully set forth herein, and Purchaser agrees to future reasonable changes in said policies that may be made by the Church.

NOW THEREFORE, in consideration of the sum of \$ \_\_\_\_\_ paid to the Church by Purchaser, the parties covenant and agree with one another/each other as follows:

1. The Church agrees to provide to Purchaser the right of use of Niche No. \_\_\_\_\_, Section \_\_\_\_\_ in the Columbarium for the cremated remains of one person. Full Name of Designated Person: \_\_\_\_\_.

2. The Purchaser agrees to pay the Church for Niche No. \_\_\_\_\_, Section No. \_\_\_\_\_, as follows:

(a) \$ \_\_\_\_\_ cash, the receipt of which is hereby acknowledged.

(b) \$ \_\_\_\_\_, as down payment on the date hereof, receipt of which is hereby acknowledged, and the balance in monthly payments of \$ \_\_\_\_\_ or in multiples thereof, not to exceed 12 months, on the \_\_\_\_\_ day of each month thereafter until the full amount has been paid.

3. The Purchaser agrees to pay the following for the urn and engraving on the Niche:

(a) \$ \_\_\_\_\_ cash, the receipt of which is hereby acknowledged.

(b) \$ \_\_ Engraving To be determined \_\_\_\_ to be paid at the time of committal.

(c) \$ \_\_ Current market value of the urn at the time of committal.

NAME AND DATES TO BE ENGRAVED:

\_\_\_\_\_  
(FULL NAME) (DATE OF BIRTH) (DATE OF DEATH)\*

\*May be supplied later

4. Upon payment of all amounts due pursuant to the terms hereof, the Church will supply a copy of this contract marked "paid in full" evidencing the acquisition as designated above.
5. The Church, as beneficial owner, shall retain title to said property and grants hereby to Purchaser to right to the use of the Columbarium in accordance with the policies referred to above.
6. Purchaser authorizes the Church to relocate the Columbarium or cremated remains to another proper location should it become necessary for any reason, and this authorization shall be binding upon the heirs, executors, administrators, and assigns of the Purchaser.
7. Purchaser warrants a property right in and to the mortal remains of the person 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 contract.
8. The Purchaser acknowledges that the Purchase Price is NOT a tax deductible charitable contribution to the Church.
9. The Columbarium is a sacred structure. Therefore, only a religious ceremony approved by the Catholic Diocese of Little Rock may be conducted at the Columbarium with the written permission from the pastor of the Church.
10. The Purchaser may not sell this Contract. The Purchaser may transfer or assign this Contract as a gift or devise subject to the Church's written consent. An assignment of this Contract must be conducted in the Church's business office by completing a form designated by the Church.
11. The Church has made no representations or warranties beyond the terms and conditions of this Contract, and the Purchaser WAIVES ANY AND ALL IMPLIED WARRANTIES and all other representations, warranties, covenants and/or obligations.
12. The Purchaser acknowledges that this Contract is not a deed, and that this Contract does not convey to the Purchaser any ownership interest in the Church's real property, or the improvements and fixtures located thereon. Further, this Contract may not be recorded in the real property records of Drew County, Arkansas or any other county.
13. This Contract may be amended only in writing by the mutual consent of all the parties,

evidenced by all necessary and proper corporate authority. No waiver of any provision of this Contract shall arise from any action or inaction of any party, except by an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

14. This Contract constitutes the entire agreement between the parties. No party will be bound by any communications between them on the subject matter of this Contract unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Contract, and (c) is agreed to and signed by all parties to this Contract. On execution of this Contract, all prior oral or written Contracts or understandings between the parties shall be null and void.

15. The Effective Date is the last date that this Contract has been signed by any one of the parties.

St. MARK CATHOLIC CHURCH

PURCHASER:

BY: X \_\_\_\_\_

\_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SIGNED this day \_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_.

## **EXHIBIT A COLUMBARIUM POLICIES**

### **Purpose of the Columbarium**

The Columbarium at St. Mark's Catholic Church ("Church") is a consecrated place for the committal of cremated remains (cremains) of deceased church members and other eligible persons. It is an arrangement of niches in a wall into which an urn is placed for permanent memorial.

Roman Catholic tradition has looked upon a Catholic burial as the final act of faith, a witness to one's belief in the resurrection of the body and everlasting life.

### **Management of the Columbarium**

The Pastor of the Church and/or his designated alternate, manages the Columbarium, maintains Columbarium diagram, and keeps records regarding reservations and persons buried in the Columbarium including names, dates of birth and death, and committal dates. Niches are identified as shown on the Columbarium diagram.

The Church is responsible for keeping the Columbarium and the area surrounding the Columbarium in good condition and maintaining a reasonable environment for visitation during regular business or other posted hours, subject to the Church's rules and regulations, without additional cost to the Purchaser.

### **The Niche**

Each niche will have the capacity for one urn. The urn will be provided by the Purchaser of the niche and may only contain the cremated remains of one human. No object other than the urn of cremated human remains may be placed in any niche.

### **Inscriptions**

The engraving upon each niche shall be of uniform size, style, and format as determined by the Church. The consideration paid for engraving will be determined by the Columbarium Contract. Inscription shall include full name of deceased, date of birth, and date of death.

The Church shall make arrangements for engraving in accordance with the information furnished. The Church and its employees shall be responsible only for such errors in the inscription as might be made by the engraver in deviating from the data submitted on the signed Columbarium Contract.

### **Designating the Person**

Each Columbarium Contract must designate the person to be buried in a niche. No remains may

be buried in a niche except those of the person designated on the Columbarium Contract for that niche. At any time prior to the death of the person to be buried, the holder of the Columbarium Contract may designate a different person to be buried in a reserved niche by amending the Columbarium Contract in writing and agreed upon by the mutual parties.

### **Purchaser's Mailing Address**

Each holder of a Columbarium Contract must notify the Church of changes to his or her mailing address and phone number. Correspondence sent by the Church to the holder of a Columbarium Contract at the last address the he or she provided to the Church will be deemed received by the owner seven days after the correspondence is send.

### **Refusal to Inter**

The Church, subject to Canon Law and civil law, may refuse to commit the cremated remains of any person. In such an event, the Church shall offer to refund the fee paid by the holder of the Columbarium Contract for that niche.

### **Committal Service**

Only the pastor of the Church, or another person authorized by the Pastor, shall officiate at a Committal Service in the Columbarium. The Committal Service shall be at the convenience of the Pastor and the family of the deceased person to be committed and shall be conducted according to the Rites prescribed in Canon Las and approved by the Pastor.

### **Flowers, Flags, Signs, and other Decorations**

No flowers, real or artificial, are allowed in the Columbarium area except at the time of committal. Flags, signs, and other decorations may not be placed in or near the Columbarium. Prohibited items will be removed and disposed of by the Church without notice and without liability to the holder of the Columbarium Contract, the Estate of any person inurned in the Columbarium, or any other person or group.

### **Personal Conduct in the Columbarium Area**

The columbarium is part of the Roman Catholic Church and all persons in the Columbarium area shall conduct themselves in accordance with customary good decorum. The Pastor is empowered to enforce these policies and to exclude any person(s) violating these policies from the Columbarium area.

### **Transferring a Columbarium Contract or Niche**

The right to use a reserved niche may not be sold. The Purchaser may transfer or assign the

Columbarium Contract or niche as a gift or devise subject to the Church's written consent. An assignment of the Columbarium Contract or niche must be conducted in the Church's business office by completing a form designated by the Church.

### **Cancellation of a Columbarium Contract or Niche**

A holder of a Columbarium Contract may cancel his or her contract and surrender it back to the Church by providing written notice of cancellation to the Church. In that event, no compensation will be due to the holder of the Columbarium Contract, the holder's estate, of any other person or group without permission of the Pastor of the Church.

### **Cancellation of a Columbarium Contract or Niche When a Niche Is Not Used**

If the remains of the person designated on the Columbarium Contract have not been committed in the niche within either 5 years after death or 120 years after the birth, the rights under the Columbarium Contract will be cancelled and surrendered back to the Church with no compensation due to the holder of the Columbarium Contract, the holder's estate, or any other person or group.

Cancellation of a Columbarium Contract or Niche when Remains are Removed Cremated remains are the property of the family or estate of the deceased. If the remains of the person designated on the Columbarium Contract are removed from a niche by a member of the deceased family or removed in order to comply with Canon Law or civil law, the Columbarium Contract will be cancelled and surrendered back to the Church with no compensation due to the holder of the Columbarium Contract, the holder's estate, or any other person or group. Cremated remains may not be removed from the Columbarium without written consent of the Church.

### **Title and Retained Rights**

The Columbarium is owned by and is part of the Church. The holder of a Columbarium Contract acquires no property right in the Columbarium, any of its niches, or any of the Church's property. Legal title to the Columbarium and all niches remains with the Church at all times. The holder of a Columbarium Contract possesses only the right to commit the cremated remains of the person named on the Contract. Assignment of cremated remains to a specific niche is only a license to use that niche pursuant to these Policies, as amended from time to time. In the event of a discrepancy between the Columbarium Contract and Church records, the Church records shall take precedence and shall control.

### **Removal or Relocation of Cremated Remains by the Church**

Cremated remains may be temporarily removed by the Church while making repairs or improvements to the Columbarium, including relocation of the Columbarium. The holder of the Columbarium Contract agrees to permit the temporary removal of any cremated remains until such repairs

or relocation may be completed.

### **Security of Cremated Remains**

The Church will not willfully take an action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremated remains in niches. Otherwise, the holder of a Columbarium Contract, his or her heirs, family, survivors and successors assume the risk of the loss, destruction, or desecration of cremated remains from any or all other causes.

### **Termination of the Columbarium**

The Columbarium Contract continues perpetually as long as the present Church edifice stands and is owned by the Catholic Diocese of Little Rock. If the present edifice is sold or demolished, then the Columbarium Contract will cease. If the Church is sold or demolished, the Church will notify the holder of each Columbarium Contract at the mailing address provided by that person to the Church and advise that cremated remains must be removed from the niche within 180 days. If cremated remains are not removed within that time, then the Church may relocate the cremated remains as it deems proper. In that event, no refund in any amount will be made to the holder of the Columbarium Contract, the holder's estate, or any other person or group.

### **Protection Against Loss**

There is no obligation for the Church to provide any insurance for the benefit of the holders of a Columbarium Contract.

## **Definitions**

- A. "Business Office" means the business office of St. Mark's Catholic Church
- B. "Church" means St. Mark's Catholic Church, Monticello, Arkansas
- C. "Columbarium" means a sacred structure containing niches for the committal of cremated human remains in their final resting places.
- D. "Commit" or "Committal" means burial
- E. "Cremains" means the human remains following the cremation process
- F. "Niche" will contain space for one (1) urn of cremated human remains
- G. "Pastor" means the Pastor currently assigned to St. Mark's Catholic Church, Monticello, Arkansas
- H. "Purchaser" means name of person who signed a Columbarium Contract and purchased a niche
- I. "Urn" means device which will contain cremated human remains to be placed in niche.