

## SACRED HEART CATHOLIC CHURCH INURNMENT LICENSE & AGREEMENT

This Inurnment License and Agreement is granted and agreed to this \_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ by and between Sacred Heart Church, hereinafter referred to as "SH" and

Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

Hereinafter know referred to as "Licensee".

In consideration of the payment by Licensee of the agreed fee and the mutual promises contained herein, SH and Licensee agree as follows:

- SH agrees to accept the cremains of Licensee or its family member for inurnment in its Columbarium located on the church grounds.
- No cremains may be inurned in any niche except those for the persons listed on the Certificate to a Right of Inurnment for that niche.
- Cremains will be in an urn or approved container that fits in a niche 11 ½ inches X 11 ½ inches X 10 ½ inches.
- SH agrees to cause the urn to be sealed and entombed in niche number \_\_\_\_\_ in the Columbarium and to cause to be engraved on the face plate the name, month, day and year of birth and month day and year of death of the deceased.
- Licensee shall designate the person who will be entitled to receive notice under the terms of this agreement (hereafter referred to as the "Designee". Licensee may designate as many successor Designees as he or she chooses but there shall be only one designee at a time. Licensee agrees to direct Designee to advise SH of any change in the contact information.
- SH shall have full and complete control over said urn once it has been sealed and entombed. Upon application by Designee, said urn may be removed, at the cost of the Designee.
- Licensee and licensee's heirs, executors, administrators, successors and assigns, and all persons who may hereafter succeed to any rights in and to this license and said urn and its contents, agree and forever covenant that this license conveys no estate in real property of SH, and no rights except as expressly set out herein, and shall in no way be deemed to encumber said property so as to affect any encumbrances or conveyances affecting the real estate owned by SH. The parties agree this agreement is not subject

## SACRED HEART CATHOLIC CHURCH INURNMENT LICENSE & AGREEMENT

to the laws of Missouri relating to cemeteries, and that neither Licensee nor said persons claiming under Licensee shall assert said laws with regard to this agreement.

- There shall be no inurnment without the approval of the SH Columbarium Committee
- This Inurnment License and Agreement shall be subject to such rules and regulations now existing as and the same shall from time to time be promulgated by SH, acting through its Parish Council (or committee thereof) for the operation, care, and control of the Columbarium.
- The license is not transferable. If Licensee no longer wants the license, it may offer to resell the license to SH. SH has the right to purchase the unused inurnment rights from an owner of such rights at the then current standard purchase price or the original purchase price, whichever is lower. SH may then transfer the rights to a new owner at the then current standard price if the new owner meets the then current criteria of SH.
- All written notices, to the Licensee may be addressed and mailed by United States mail to the Licensee at the address described in the accompanying application and all written notices to SH may be addressed and mailed by United States registered mail to Columbarium Committee, Sacred Heart Catholic Church, 105 Waugh St. Columbia, MO 65201. Licensee shall notify SH of any change of address. After the death of Licensee all written notices may be addressed and mailed by United States mail to the Designee at the address described in the accompanying application.
- This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.
- This contract is binding upon the parties hereto, their heirs, representatives, successors, and assigns.
- If any provision of the Agreement shall be determined illegal or unenforceable, it shall not affect the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF SH has caused this Inurnment License and Agreement to be executed by two of its members and the Licensee has hereunto been executed by his or her signature.

By \_\_\_\_\_ Columbarium Committee Member

By \_\_\_\_\_ Columbarium Committee Member