

COLUMBARIUM CONTRACT

(Preconstruction)

THIS CONTRACT is made on the _____ day of _____, 20____, by and between St. Matthew Catholic Church in Longview, Texas, hereinafter referred to as "Seller" and

_____ and _____

Hereinafter referred to individually or jointly as the "Purchaser".

Seller and Purchaser may be referred to individually as "Party" and jointly as "Parties".

WHEREAS, the Seller intends to construct a Columbarium on its property located at 2905 Arrow Lane, in the city of Longview Texas, to be used for the inurnment of the cremated human remains of the Seller and/or their immediate family;

WHEREAS, the Purchaser meets the eligibility requirements and desires to purchase "Rights of Inurnment" (also referred to as "Inurnment Rights" or "Rights to Inurn") from the Seller, and Seller agrees to sell the Purchaser Rights of Inurnment in a niche in the St. Matthew Columbarium pursuant to the terms and conditions of this Contract;

WHEREAS, the Purchaser is purchasing the Rights to Inurn the cremated remains of two persons in Niche No. _____ ("the Niche") of the Columbarium.

WHEREAS, the "Purchaser Price" of the Inurnment Rights to the niche is indicated with Purchaser's initials in the chart shown below.

	<u>Niche Size</u>	<u>Price</u>	<u>Urns (2)</u>	<u>Engraving</u>	<u>Total</u>
_____	8' X 8"	\$1,875	\$90	\$350	\$2,315
_____	12" X 8 "	\$2,250	\$100	\$400	\$2,750
_____	12" X 12"	\$2,625	\$120	\$500	\$3,245

NOW, THEREFORE, in consideration of the foregoing recitals, the Seller and Purchaser agree as follows:

1. The Purchaser has selected one of the following two methods for payment of the Purchase Price.

_____ A) The Purchaser has paid the total Purchase Price in full at the time of executing this contract. Seller acknowledges receipt of payment in full.

_____ B) Purchaser has made a down payment of \$_____, and agrees to pay the remaining amount of the total Purchase Prices in equal payments of \$_____ per month. Any alteration to this installment plan will be at the discretion of the Pastor of the Seller.

2. The installment payment plan is applicable only to Purchasers who are purchasing rights for future use. If the Purchaser(s) die during the installment period, the balance due under this contract must be paid in full prior to inurnment. If the Purchaser elects to pay the total Purchase Price in installments and fails to pay the total Purchase Price in full as agreed upon, then this contract will automatically terminate and the Seller will be entitled to sell the Rights to Inurnment in the niche to another purchaser free and clear of any claim of the Purchaser.

3. At the time of inurnment, a standard plaque will be engraved and placed on the niche which will have the following name(s) on the plaque:

1) _____

2) _____

The cost for the Seller to purchase, engrave, and install the niche plaque has been paid in advance by the Purchaser as part of this Contract. The design of the plaque and materials used for the plaque and method of installation will be at the Seller's sole discretion.

4. The Seller will retain all Rights of Inurnment in the niche until the total Purchase Price has been paid in full. After the Purchase Prices has been paid in full, the Purchaser will be entitled to the inurnment of the cremated human remains of not more than two persons in the niche.

5. The Purchaser may not sell this Contract. The Purchaser may transfer or assign unused Rights to Inurnment subject to the Seller's first right of refusal and Seller's written consent. The assignment of unused Rights under this Contract must be conducted in the Seller's business office in adherence to the published Columbarium Rules and Regulations.

6. After payment of the total Purchase Price in full but before inurnment of any cremains in the niche, Purchaser may cancel or terminate this Contract as per the published Columbarium Rules and Regulations. Upon termination of this Contract, the Purchaser will be entitled to receive a refund equal to the amount of the purchase price of the niche and urns. The purchase price of the engraving will not be refunded, but will be retained by Seller as an administration fee. Upon the cancellation of the Contract and payment of the refund to the Purchaser, the Seller may sell the Rights to Inurnment in the niche to another purchaser free and clear of any claims pursuant to this Contract.

7. The Purchaser acknowledges that the Purchase Price is **NOT** a tax-deductible charitable contribution to the Seller.

8. The Columbarium is a sacred interment structure, and therefore, only a religious ceremony approved by the Diocese of Tyler may be conducted at the Columbarium with the permission of the Pastor of the Seller. All activities within the Columbarium property are subject to the published Columbarium Rules and Regulations.

9. If it becomes impossible to inurn the cremated human remains of the Purchaser in the niche specified, then the Seller may refund the total Purchase Price or substitute another similar niche within the Columbarium, at the discretion of the Seller.

10. If there is more than one Purchaser, then the Seller may act at the direction of one Purchaser without obtaining the consent of the other Purchaser.

11. The Seller is responsible for keeping the Columbarium and the surrounding area in good condition and maintaining a safe environment for visitation without additional cost to the Purchaser.

12. The Seller has made no representations or warranties beyond the terms and conditions of this Contract, and the Purchaser **WAIVES ANY AND ALL IMPLIED WARRANTIES.**

13. 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 real property of the Seller, or the improvements and fixtures located on the real property of the Seller. Further, this Contract may not be recorded in the real property records of Gregg County, Texas.

14. The Purchaser acknowledges that this Contract was examined as to all provisions by Purchaser, or Purchaser's legal counsel, before it was signed, and a copy of thereof was delivered to the Purchaser at the time of execution.

15. Subject to the limitations described in Section 5 above regarding unused Inurnment Rights, the rights and obligations of the Purchaser pursuant to this Contract will inure to the Purchaser's heirs by and through Purchaser's last will and testament, a trust executed by the Purchaser, or by operation of law.

16. Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Contract have been inurned in the niche and the heirs or family survivors with rights to the cremains, wish to remove all the cremains, Rights of Inurnment to the niche will revert to the Seller, with no compensation due to the Purchaser or Purchaser's estate.

17. This Contract will be binding on and inure to the benefit of the Parties to this Contract and their respective successors and permitted assigns. This Contract may not be assigned without the written consent of the Seller. Any attempt to make assignment without Seller's written consent is void.

18. This Contract will be construed and governed by the laws of the State of Texas, and the venue for any dispute shall be in Gregg County, Texas. In the event litigation is filed, then the prevailing Party in such

litigation shall be entitled to reimbursement from the non-prevailing Party, its reasonable and necessary attorney’s fees, together with all expenses relating to the litigation.

19. This Contract may be amended only in writing by the mutual consent of all of the Parties. No waiver of any provision of this Contract shall arise from any action or inaction of any Party, except an instrument in writing expressly waiving the provision executed by the Party entitled to the benefit of the provision.

20. This Contract constitutes the entire agreement between the Parties. No Party will be bound by any communication between the Parties on the subject matter of this Contract unless the communication is a) in writing, b) bears the Effective Date of this contract, and c) is agreed to by all Parties.

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

DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ AND CLEARLY UNDERSTAND ITS PROVISIONS. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU HAVE SIGNED. KEEP THIS CONTRACT TO PROTECT YOUR RIGHTS.

SIGNED this _____ day of _____, 20____.

ST. MATTHEW CATHOLIC CHURCH

By: _____
Pastor, St. Matthew Catholic Church

SIGNED this _____ day of _____, 20____.

PURCHASER _____

CO-PURCHASER _____

Purchaser’s Address: _____

Purchaser’s Phone Number(s) _____

