

FIRST PRESBYTERIAN CHURCH, CHARLESTON WEST VIRGINIA

MEMORIAL COLUMBARIUM USE AGREEMENT

(Approved by Session March 10, 2010)

This Columbarium Use Agreement, dated _____, 20____, by
and between First Presbyterian Church of Charleston, West Virginia, and
_____, (the Subscriber);

WITNESSETH:

That in consideration of payment by the Subscriber of the fee set out herein, the receipt and sufficiency of which is hereby acknowledged, the Church does hereby extend to the subscriber the privilege of using the Memorial Columbarium and Garden, located on the ground of First Presbyterian Church (the Columbarium), in the manner chosen by the subscriber and indicated below, under OPTIONS, subject to the Columbarium Rules and Regulations of First Presbyterian Church and upon the terms and conditions set out herein.

DEFINITIONS

1. The term "Church" shall mean First Presbyterian Church of Charleston, West Virginia. The legal organization, First Presbyterian Church, acting through its Session or the Session's designees.
2. The term "Columbarium" shall mean the Memorial Columbarium and Garden of the Church.
3. The terms "inurnment" shall mean the act or ritual of disposition of human remains by entombment in a Columbarium. The term "cremains" shall mean the ashes that remain after human cremation
4. The term "subscriber" shall mean the purchase of the rights of inurnment.
5. The term "niche" shall refer to that space used for the individual inurnment of human remains. The internal dimensions of each niche are 10 5/8"h x 10 5/8"w x 23"d. The niche shall be a particular area designated by map numbers and locations within the Columbarium. The columbarium consists of a fixed number of niches.
6. The term "contractor" shall mean any person, firm or corporation performing any work on the Church grounds other than an employee of First Presbyterian Church of Charleston, WV.
7. Throughout these rules and regulations, except as otherwise indicated by context, the masculine gender shall include the feminine and the singular to include the plural.

8. The term “urn” shall mean any container of the size that fits the columbarium Niche and composed of material approved for use as an urn.
9. The term “inurnment rights” means the right to be inurned in the columbarium at First Presbyterian Church of Charleston, WV or wherever the Church decides to locate the Columbarium.
10. The term “Agreement” refers to the Columbarium Use Agreement of First Presbyterian Church of Charleston, WV.
11. The term “immediate family” includes the spouse of a member, parents including stepparents, children, spouses of children, grandchildren, and spouses of grandchildren.
12. The term “scattering” refers to the placement of cremains directly into the soil in the area of The Memorial Columbarium known as The Scattering Garden.

OPTIONS

1. Option I is the sole and perpetual use of _____ (quantity) of niche(s), as shown on the plans or diagrams of the Columbarium on file in the office of the Church, for the inurnment of the cremains of the subscriber, or his designee. The fee for each niche is Two Thousand Five Hundred Dollars (\$2,500.00). Engraving of not more than 3 lines of lettering shall be permitted for each person inurned in the niche. Engraving shall be in the form specified by the church. The cost of the engraving including granite plate removal and replacement shall be borne by the owner or the estate of the person(s) inurned.

Initials _____

2. Option II is the scattering of the cremains of the subscriber in the Memorial Garden area of the Columbarium. The fee for each use for this purpose is Two Hundred Fifty Dollars (\$250.00). Engraving of not more than 2 lines upon the bronze Memorial Plaque placed by the Church in the Columbarium shall be permitted for each person whose cremains are placed in the Scattering Garden. Engraving shall be in the form specified by the church. The cost of the engraving bronze plates and the attachment of the plate to the bronze Memorial Plaque shall be borne by the owner or the estate of the person whose cremains have been placed in the Scattering Garden.

Initials _____

The subscriber chooses the privileges described as Option _____, above. The subscriber may from time to time amend this choice, if other options are available, upon due notice to the Church and the payment of any appropriate charges.

The Columbarium is available to members of First Presbyterian Church, Charleston, WV and their immediate families, former members, present and former ministers of the Church. The Columbarium additionally is available to members of other Presbyterian Churches and others at

the discretion of the columbarium board. If a decision cannot be reached, or if an appeal is sought by an applicant, Session will make a final decision.

The rights and privileges of the subscriber set out herein shall be always subject to the Rules and Regulations of the church, as heretofore or hereafter adopted and amended by the Session of the Church.

The subscriber is to supply an appropriate urn to place in the niche as specified in Paragraph 10 (Inurnment Containers) of the Columbarium Rules and Regulations).

Once the cremains are placed in a Niche of the Columbarium, or scattered or buried in the Memorial Garden, such cremains shall not be removed from the Columbarium without the written consent of the Church, or an appropriate order of the Circuit Court of Kanawha County, West Virginia. In the event of removal from a niche all rights to the niche shall cease and terminate and any rights hereunder by the subscriber or his or her designee shall revert to the Church.

No lettering or memorial of any sort shall be placed on or about the Columbarium, except as is authorized by the Church.

Flowers and other plant material may be placed in the Columbarium only as specified in Paragraph 14 (Flowers, Plants and Decorations) of the Columbarium Rules and Regulations.

All services during which the cremains are inurned or scattered in the Columbarium shall be under the direction of a minister of the Church.

The subscriber and his fiduciary, family and designee shall not acquire any property rights of any kind whatsoever in or to the Columbarium by this Agreement, or by reason of the inurnment or scattering of the cremains. Complete ownership of and control over the Columbarium is, and shall at all times remain, in the Church.

The Church, in the execution of any and all of its rights, privileges and duties pursuant to the Agreement, shall act by and through its Minister, Property Trustees or Session, or their designees, in accordance with authority granted by the Session, and applicable Church Law.

The Church reserves to itself the right to enlarge or remodel the Columbarium and garden, or to remove the same and build a new columbarium in a new location and abandon the use of the existing columbarium and in any of said events, the Church shall provide appropriate continuing memorialization of those inurned in the columbarium. If the niche specified above is affected, the Church shall substitute for the niche specified above, another of substantially like size and character, in which event the subscriber shall have the same rights in such substituted niche as are granted hereby, subject to the terms, conditions, limitations and provisions hereof.

After initial inurnment reopening may be conducted only in accordance with Paragraph 15 (Access) of the Columbarium Rules and Regulations.

In the event a subscriber or the person designated by the subscriber shall die and his ashes are not inurned in the niche reserved for such subscriber or his designee and no ashes have been inurned within the niche reserved within a period of two years after the date of death of the person designated to interred in such niche then all rights with respect to such niche shall cease and be terminated and the Church shall be free to reserve the space for another subscriber. It shall be the duty of the subscriber to maintain a record with the Session of the subscriber and his designee's correct mailing address. At any time ten years after the date of such subscription, the Session may terminate the rights of any subscriber or his designee hereunder if, and only if, a notice of such termination has been sent to the subscriber and/or his designee by certified mail and no response in writing is sent to the Church within one year of the mailing of said letter which requests that a space continue to be reserved. In the event of termination all reasonable efforts will be made to return the subscription fee to the subscriber's estate if it is still open.

Release of Liability and Hold Harmless Agreement: In further consideration for the privilege of using the Memorial Columbarium and Scattering Garden as set forth in the terms of this Columbarium Use Agreement, the undersigned subscriber for himself or herself and for his or her estate, heirs, assigns and/or personal representatives does hereby release, discharge and acquit First Presbyterian Church, its officers, employees and members of and from any and all claims of whatever design or character the undersigned now has or may hereafter have, as a result of the alleged negligence, breach of contract, and/or breach of any express or implied warranties by The Church arising out of or related to the use or maintenance of the Columbarium, including but not limited to all claims against First Presbyterian Church for damages that may arise out of physical damage to the Columbarium or to the niche purchased in this Agreement.

In further consideration, the undersigned subscriber does hereby release First Presbyterian Church, its officers, agents, employees and members from any liability in connection with the opening of any niche, the inurnment or removal of any cremains, and the closing of any niche, and as a condition precedent to such action shall agree to indemnify and hold the Church harmless from any costs including legal fees and court costs incurred in connection with any such opening, inurnment or removal.

The terms and conditions set forth herein for the use and maintenance of the Columbarium may be modified, amended or changed at any time in the sole discretion of the Session provided that notice of such amendment or change shall be forwarded to each living donor or his living designee for a Niche.

Niche number: _____

Subscriber signature

Date

Witness the following signatures:
First Presbyterian Church, Charleston WV

By _____

Date _____

By _____

Office use only
Payment received:

Date _____

Amount: \$ _____

Check #: _____

Date: _____