

NICHE NO. _____

CENTRAL LUTHERAN CHURCH COLUMBARIUM

I. INTERMENT AGREEMENT FOR TWO INTERMENTS IN ONE NICHE

I. AGREEMENT AND PARTIES

This *I. Columbarium Interment Agreement for Two Interments in One Niche* (this "Agreement") is made between Central Lutheran Church, a Minnesota corporation (the "Church"), and the Grantee set forth in Section IV below, each individually a "Party" and together the "Parties." By making this Agreement, Grantee purchases a limited license to use the Interment Site specified in this Agreement, located in the Columbarium at Central Lutheran Church, for the Interment of two Designated Persons, for as long as the Columbarium is operated by the Church. Other uses of the Interment Site are prohibited. The Parties acknowledge that each is receiving value from this Agreement and that it will become effective when the requirements in Section VIII have been fulfilled.

II. AGREEMENT SUBJECT TO COLUMBARIUM RULES

This Agreement is subject to the *II. Rules and Procedures* ("Rules") that govern the operation of the Columbarium, as they now exist or as they may be adopted or amended by the Church after this Agreement becomes effective. The Rules are fully incorporated into this Agreement by this reference and are in document *II. Rules and Procedures*. The Church reserves the right, in its sole discretion, to amend the foregoing Rules, and Grantee agrees to abide by the Rules and future amendments to them as a condition of this Agreement.

CENTRAL LUTHERAN CHURCH
COLUMBARIUM

333 South Twelfth Street • Minneapolis, MN 55404
612-870-4416 • www.centralmpls.org



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III. DEFINITIONS

As used in this Agreement, the following terms will have the following meanings. Terms defined in the Rules will have the same meaning in this Agreement unless defined differently in this Section III.

- A. *"Agreement"*
As defined in Section I.
- B. *"Authorized Church Representative"*
As defined in Section II of the Rules.
- C. *"Church"*
As defined in Section I of the Rules.
- D. *"Designated Persons"*
The persons specified in Section VII.
- E. *"Columbarium"*
As defined in Section I of the Rules.
- F. *"Grantee"*
As defined in Section IV.
- G. *"Interment Site"*
As defined in Section VI.
- H. *"Party" and "Parties"*
As defined in Section I.
- I. *"Rules"*
As defined in Section III.

IV. GRANTEE

The following person is the Grantee for this Agreement:

<hr/>	
Name	
<hr/>	<hr/>
Street Address	Date of Birth
<hr/>	<hr/>
City, State, Zip	Phone

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V. ELIGIBILITY

The Grantee represents that he or she is an Eligible Person because he or she is:

_____ Current/former Church Member	_____ Dates of Membership
_____ Current or former spouse or partner of Church Member	_____ Relationship to Church Member
_____ Child or step-child (natural or adopted) of Church Member	_____ Relationship to Church Member
_____ Parent of Church Member	_____ Relationship to Church Member
_____ Current or former Congregational staff	_____ Position & Dates of Employment
_____ Current or former Congregational pastor	_____ Position & Dates of Service
_____ Rostered leader of the ELCA	_____ Location of Ordination/ Commissioning & Date

VI. INTERMENT SITE AND PRICE

The Interment Site is Columbarium Niche No. _____.

The purchase price for this Niche is \$_____, to be paid to the Central Lutheran Church. Notwithstanding the provisions of Section II, neither the Niche Number nor the purchase price can be altered by a subsequent amendment of the Rules.

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VII. DESIGNATED PERSONS

The Ashes of the following Designated Persons may be Interred in the Interment Site, and each Interment will be recorded in document *IV. Interment Record*. (The Grantee may list two Designated Persons, one of whom may be the Grantee.)

A. Designated Person No. 1

Name _____
Date of Birth

Relationship to Grantee (if any)

Address (if different from Grantee)

The Grantee represents that is Designated Person is an Eligible Person because he or she is a:

_____ Current/former _____
Church Member Dates of Membership

_____ Current or former spouse or _____
partner of Church Member Relationship to Church Member

_____ Child or step-child (natural _____
or adopted) of Church Member Relationship to Church Member

_____ Parent of Church Member _____
Relationship to Church Member

_____ Current or former _____
Congregational staff Position & Dates of Employment

_____ Current or former _____
Congregational pastor Position & Dates of Service

_____ Rostered leader of the ELCA _____
Location of Ordination/
Commissioning & Date

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B. Designated Person No. 2

Name _____
Date of Birth

Relationship to Grantee (if any)

Address (if different from Grantee)

The Grantee represents that is Designated Person is an Eligible Person because he or she is a:

_____ Current or former
Church Member _____
Dates of Membership

_____ Current or former spouse or
partner of Church Member _____
Relationship to Church Member

_____ Child or step-child (natural
or adopted) of Church Member _____
Relationship to Church Member

_____ Parent of Church Member _____
Relationship to Church Member

_____ Current or former
Congregational staff _____
Position & Dates of Employment

_____ Current or former
Congregational pastor _____
Position & Dates of Service

_____ Rostered leader of the ELCA _____
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VIII. WHEN AGREEMENT BECOMES EFFECTIVE

This Agreement becomes effective upon signature by both parties and payment by the Grantee of the full purchase price stated in Section VI. However, no Interment can occur until payment of the full purchase price.

IX. RIGHT TO CANCEL

This Agreement may be cancelled by Grantee upon notice given within three days after this Agreement becomes effective. However, this Agreement may not be cancelled if there has already been an Interment. Upon cancellation, Grantee will receive a full refund (without interest).

X. ENGRAVING ORDER FORM

The Designated Persons' names and life dates will be engraved on the Niche face plate as shown in *V. Engraving Order Form*. However, the information shown on the Engraving Order Form may be altered by the Church to meet the name conventions specified in the Rules and shown on the Form. The Church will inform the Grantee about any changes.

XI. MISCELLANEOUS PROVISIONS

A. Agreement Binding on Administrators, Etc.

This Agreement is binding on Parties and their administrators, executors, heirs, representatives, successors, and any person to whom this Agreement is assigned in accordance with the Rules.

B. Entire Agreement, Amendment, and Waiver

This Agreement and the incorporated Rules represent the entire agreement and understanding of the Parties regarding the subject matter of this Agreement, and all prior agreements, representations, statements, and understandings, oral and written, are hereby merged into this Agreement. This Agreement cannot be altered, amended, modified, or supplemented except in a writing executed by the Parties or by an Amendment to the Rules.

No Agreement term can be waived unless the term is waived in writing by the Party against which the waiver is asserted.

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C. Notice

All notices and communications that are required to be given or provided for in this Agreement will be in writing and will be deemed given when mailed by first class, certified United States Postal Service mail, return receipt requested, postage prepaid, addressed as follows:

To the Church: Central Lutheran Church
 333 South Twelfth Street
 Minneapolis, MN 55404-1496

To the Grantee:

Both Parties must keep their addresses current by providing notice of any change in address to the other. Failure to do so will not invalidate notice sent to the addresses above or the last address provided by a Party.

In addition, when the Church gives notice of a major change in the Rules, as defined in the Rules, the Church must publish this information as required in the Rules.

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GRANTEE:

(Signature of Grantee)

Date: _____, 20__

CENTRAL LUTHERAN CHURCH:

By: _____

Title: _____

Date: _____, 20__

PAYMENT ACKNOWLEDGEMENT:

The Church acknowledges that payment of the full purchase price of: \$ _____

Received on: _____, 20__

By: _____

Title: _____

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