



AGREEMENT REGARDING INURNMENT RIGHTS

In the Columbarium

at

Coker United Methodist Church, Inc.
231 E. North Loop Rd, San Antonio, Texas 78216
210-494-3455

Please Print Purchaser Name:

First _____ Middle _____ Last _____

Purchaser Address: _____

Purchaser Telephone: _____

For Exclusive Use Chamber Only:

Please Print Successor Owner Name:

First _____ Middle _____ Last _____

Successor Address: _____

Successor Telephone: _____

Purchaser's alternate contact person in the event of incapacity or death:

Name: _____
First Middle Last

Address: _____

Telephone: _____

THIS AGREEMENT is made this _____ day of _____, _____, by and between Coker United Methodist Church, Inc., hereinafter called the "Church", and _____, hereinafter called the "Purchaser". The Purchaser agrees to purchase, and the Church agrees to sell, in accordance with the terms hereof, the following approved use of the Columbarium of Coker United Methodist Church, Inc., 231 E. North Loop Road, San Antonio, Texas 78216.

THE PURCHASER AGREES:

1. Chamber. Exclusive - to select a chamber from the available inventory; Non-exclusive – to have a chamber assigned by Coker United Methodist Church.
2. Exclusive or Non-exclusive Rights.
_____ (a) To have exclusive right to inurn ashes of one or two persons in a chamber of the Vault (that is, to use both Space A and Space B). \$ _____
_____ (b) To have non-exclusive right to inurn ashes of one person in a chamber of the Vault (that is, to use whichever space, A or B, is available). \$ _____
3. Inscription. To provide the information for the inscription to be placed by the Church on the faceplate on the front of the chamber.
4. Payment of Fees. To transmit the fee according to the current *Schedule of Fees*, a copy of which has been provided to the Purchaser.
5. Compliance with Rule. To comply at all times with all policies and procedures heretofore or hereafter promulgated and adopted by the Church for the operation of the Columbarium; the Purchaser acknowledges receipt of a copy of the *Policies and Procedures*.

THE CHURCH AGREES:

1. Care and Maintenance. To provide reasonable care and maintenance of the Columbarium, including architectural features, as long as the Columbarium is in existence.
2. Permanent Records. To maintain accurate permanent records of the *Certificates of Inurnment Rights* and *Agreements Regarding Inurnment Rights in the Columbarium* and of the names of the deceased and the location in the Columbarium where each person's ashes have been inurned.
3. Furnish Policies and Procedures. To make available to all members of the Church and each Purchaser a copy of amendments to the *Policies and Procedures*, promptly following enactment.

IT IS MUTUALLY AGREED:

1. Transfer. All rights conferred by this *Agreement Regarding Inurnment Rights in the Columbarium* are specific to the Purchaser or Successor Owner and are not subject to sale, assignment or transfer, including exchange for value, inter vivos or testamentary transfer, and such rights shall not be pledged as collateral for any loan.

COKER COLUMBARIUM

2. Refund Policy. Upon request, a Purchaser shall have the right to a refund from the Church of a sum equal to the non-tax deductible portion of the cost at time of purchase with no interest thereon, less any applicable administrative fee as defined in the Schedule of Fees, upon surrender of the Purchaser's *Certificate of Inurnment Rights*.
3. Relocation of Columbarium. The Church shall have the authority and right to exhume and re-inurn ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary to relocate the Church and/or Columbarium. The Church shall make reasonable, good faith efforts to notify each Purchaser, or such person's surviving kin, in advance of such relocation.
4. Entire Agreement. The *Agreement Regarding Inurnment Rights in the Columbarium*, and the *Certificate of Inurnment Rights*, together with the *Policies and Procedures* incorporated herein, constitute the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the parties have executed in duplicate originals this *Agreement Regarding Inurnment Rights in the Columbarium*, each of which shall constitute an original,

This the _____ day of _____, _____.

Vault: _____ *Chamber: Row* _____ *Column* _____

Purchaser Name

Purchaser Signature

Coker United Methodist Church, Inc. Representative