

# *The Presbyterian Church in Geneva*

## AGREEMENT FOR COLUMBARIUM NICHE

No. \_\_\_\_\_

Applicant: \_\_\_\_\_ Telephone \_\_\_\_\_

Address: \_\_\_\_\_

Niche reserved for: \_\_\_\_\_

(this will be on the nameplate, if unsure at this time, leave blank)

Niche fee - \$1,000 payable to The Presbyterian Church in Geneva within one year of the deposit. In the event said sum is not paid in full within one year, the Church may cancel this agreement on written notice to the applicant and retain any deposit paid.

Deposit: \_\_\_\_\_ (min. \$250) Date paid: \_\_\_\_\_

Balance: \_\_\_\_\_ Terms: \_\_\_\_\_

### Conditions of Agreement:

- a. The Presbyterian Church in Geneva owns the columbarium niche. No interest in real estate is conveyed by this agreement. This agreement entitles the applicant (or, if deceased, his or her successor in interest as result of inheritance or other lawful distribution as result of the death of the applicant) the right and privilege to use the niche for the deposit of lawfully cremated human ashes within the niche, subject to terms, covenants, and conditions herein set forth.
- b. Except as stated above, the right to deposit ashes may be forfeited but may not be transferred or sold without permission of the Church.
- c. The Presbyterian Church in Geneva will provide the nameplate, which is limited to name, date of birth and date of death in standard lettering. The cost of the engraving of the nameplate is not included. The niche applicant will be charged the going rate to engrave the nameplate.
- d. Applicant agrees that The Presbyterian Church in Geneva shall have no liability to applicant for any loss or damage to the urns/containers or ashes of deceased persons, or for any matter or thing related to the columbarium, or its use, except as the same shall arise from the active failure of the Church to exercise reasonable care.
- e. In the case of a pending or occurring natural disaster or dissolution of this Church, The Presbyterian Church in Geneva will use reasonable efforts to contact or attempt to contact the following named person. In the event the remains have not been removed within ninety days after said contact or attempted contact, the Church may arrange for their lawful disposal without liability to applicant.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

This agreement shall be binding upon applicant and applicant's legal representatives, successors and assigns.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Clerk of Session: \_\_\_\_\_ Date: \_\_\_\_\_