

The Memorial Chapel at All Saints-by-the-Sea

Contract for Purchase of Right of Use of a Columbarium Niche

THIS CONTRACT is made and entered into this ___ day of _____, 20___, by and between All Saints-by-the-Sea, a California Nonprofit Religious Corporation having its address at 83 Eucalyptus Lane, Santa Barbara, CA 93108 (the "Church"), and

_____, a natural person having an address at

_____ (the "Purchaser").

WHEREAS, the Church has established within its Memorial Chapel a columbarium as a repository for the cremated remains of eligible persons (the "Columbarium");

WHEREAS, by action of the Vestry of the Church certain Policies and Procedures for the Memorial Chapel have been adopted governing the administration and maintenance of the Columbarium (the "Policies"), a copy of which is annexed hereto;

WHEREAS, the Purchaser desires to purchase and the Church desires to sell to the Purchaser the right of use of a niche in the Columbarium upon all of the terms and conditions of this Contract and the Policies;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Church agrees to provide to the Purchaser the right of use of Niche No. ___ in the Columbarium (the "Niche") for the interment of the cremated remains of one or two eligible persons, and the Purchaser agrees to pay to the Church, upon execution and delivery of this Contract, the full purchase price therefor set forth in the Policies.
2. Immediately upon execution and delivery of this Contract and payment as aforesaid, the Purchaser shall execute and deliver to the Church a completed Reservation of Right of Use of a Columbarium Niche in the form annexed hereto (the "Reservation"), specifying (subject to amendment by the Purchaser) the one or two eligible persons ("Designees") designated by the Purchaser for interment in the Niche and, if the Purchaser so wishes, specifying a person who, following the death or legal incapacity of the Purchaser, is authorized to amend the Reservation.
3. Following the death of a Designee and delivery to the Church of an Interment Order/Authorization in the form annexed hereto (the "Order"), the Church

agrees to deliver to the mortuary or crematorium specified in the Order an urn for the inurnment of the cremated remains of the Designee, to arrange for the stone cover of the Niche to be inscribed with the name and dates of birth and death set forth in the Order, to conduct an Episcopal Committal Service for the interment of cremated remains in said urn within the Niche, and thereafter to provide perpetual care.

4. The Purchaser agrees, represents and warrants that the Purchaser has read the Policies and agrees to be bound by them in every respect, including any amendments to the Policies hereafter adopted by action of the Church Vestry (provided that no such amendment shall affect the purchase price paid herewith), that the Church shall retain full title to the Columbarium and the niches contained therein and hereby grants only the right to use the Niche in accordance with the terms hereof, and that the Purchaser has the full legal right to enter into this Contract and that the same does not breach the terms of any other agreement or obligation binding upon the Purchaser.
5. This Contract (including all documents and instruments incorporated herein by reference) constitutes the entire agreement between the parties hereto, and all undertakings, negotiations, inducements or agreements heretofore entered into are superseded hereby. This Contract may not be changed orally, but only by an agreement in writing specifically referring to this Contract and executed by the Church and the Purchaser. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this Contract shall be governed by and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above set forth.

All Saints-by-the-Sea

By: _____ (signature)
_____ (printed)

Purchaser

_____ (signature)
_____ (printed)

