

Contract Number _____

Niche Number _____

**FR. RONALD RESLEY MEMORIAL COLUMBARIUM
PHASE II
CERTIFICATE OF PURCHASE
ST. AIDAN'S EPISCOPAL CHURCH**

In consideration for the sum of _____ (\$ _____) and other covenants made herein (the "Purchase Price"), the receipt and sufficiency of his hereby acknowledged, received from _____ ("Purchaser") whose address is

_____ for the use of Niche No. _____ in the Fr. Ronald Resley Memorial Columbarium for the remains of the person or persons designated below, as those designations hereafter may be changed from time to time. Niche Number _____ measures approximately 9"W x 12"H x 16"D.

The right to use said Niche is granted pursuant to (1) the *Statement of Policy and Declaration of Trust Respecting the Fr. Ronald Resley Memorial Columbarium* as amended from time to time, a copy of which is attached hereto and made a part hereof, which was adopted by the Rector, Wardens and Vestry of St. Aidan's Episcopal Church on the 27th day of June 1998, and (2) to such other declarations, and conditions now or hereafter adopted respecting St. Aidan's Columbarium, specifically including the *Certificate of Purchase Conditions, Father Ronald Resley Memorial Columbarium, St. Aidan's Episcopal Church, Boulder, Colorado*, a copy of which is attached hereto and made a part hereof, as amended from time to time. By signing this document, Purchaser acknowledges that Purchaser has read, carefully considered, understands and assents to said agreements and other conditions.

By signing this document, Purchaser acknowledges that St. Aidan's has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this document.

Dated: _____, 20__

By: _____
(Rector)

Dated: _____, 20__

By: _____
(Vestry Clerk)

Dated: _____, 20__

Purchaser _____

Initial:

Record of designations of persons whose remains may be interred

Date of birth _____ Name _____

Address: _____

Date of birth _____ Name _____

Address: _____

Record of Interment

Date _____ Name of person _____

Last residence _____

Date of Birth _____ Date of Death _____ Ashes inurned on _____

Date _____ Name of person _____

Last residence _____

Date of Birth _____ Date of Death _____ Ashes inurned on _____

Contact Information

Next of Kin _____ Address _____

City _____ State _____ Zip code _____

Phone _____ Email _____

Next of Kin _____ Address _____

City _____ State _____ Zip code _____

Phone _____ Email _____

Initial:

CERTIFICATE OF PURCHASE CONDITIONS

FATHER RONALD RESLEY MEMORIAL COLUMBARIUM

ST. AIDAN'S EPISCOPAL CHURCH

BOULDER, COLORADO

A. PURCHASE

1. Purchase Price is not less than _____ (\$ _____) for the original right of use of a Niche. The Purchase Price shall include the cost of interment of the cremated remains of not more than two persons and an inscribed brass plaque which may be used for identification purposes.
2. At the time of purchase, the Purchaser shall designate the person or persons (by name, not as a class) whose remains may be interred in a Niche.
3. During his lifetime, the Purchaser may, from time to time, change designation of the persons whose cremated remains may be interred, by notice in writing delivered to and received by St. Aidan's.
4. Purchasers must be natural persons or the personal representatives of deceased or of incompetent persons. Two individuals may qualify as a Purchaser, taking title as joint tenants with right of survivorship and not as tenants in common; their rights are exercisable jointly while both are living, or by the survivor.
5. Except with the written consent of St. Aidan's, Purchasers, rights may not be assigned, conveyed or transferred, including a transfer by devise or descent, and shall not be subject to Purchaser's debts or obligations, including alimony, and shall not be subject to attachment, garnishment, execution or other legal process.

B. USE REQUIREMENTS

1. Only Cremated human remains may be interred. Remains must be placed in an urn which will then be deposited in the Niche.
2. The urn must be of suitable size and a non-disintegrating material for accommodation in the Niche. Each Niche size measures approximately 9 inches wide x 12 inches high x 16 inches deep. No other restriction is imposed, except that the name and date of birth and death shall be marked on or placed within the urn. St. Aidan's reserves the right to reject an urn which in its sole determination will not meet these requirements.
3. The selection and purchase of any urn is the responsibility of the user or other persons arranging for the interment of the deceased.

Initial

4. A Christian service shall be held at each interment. A minister from St. Aidan's shall officiate, except that such may be delegated to another Christian clergyman at the discretion of St. Aidan's rector, in which case an authorized representative from St. Aidan's shall be present.
5. Only names and birth and death dates of each person whose remains are interred will be placed on the bronze plaque provided. No other information is permitted. Size, type and manner of lettering will be determined by St. Aidan's. The cost of the inscription must be paid in advance by the Purchaser, by the personal representative of the person interred, or by such other person who shall have made interment arrangements. This inscription cost is not included in the Purchase Price.
6. Additional inscriptions in the courtyard or on the bronze cover, flowers, plantings and other ornamentation are not permitted in the courtyard surrounding the Columbarium. No access to the Niche is permitted except under the sole direction and control of St. Aidan's.
7. St. Aidan's does not guarantee, warrant, or represent that the Niche will be of sufficient size to contain the inured remains of all persons so designated by the Purchaser.

C. REMOVAL OF INURNED REMAINS AND TERMINATION OF RIGHT OF USER

1. The inured remains of a person may be removed from the Niche on the written application of an interested person and on St. Aidan's written consent. If such application is made and consent given the interested person shall acknowledge receipt of the remains when removed and indemnify and save St. Aidan's harmless against all liability arising or resulting therefrom. The cost of removal shall be borne by the interested person and no refund shall under any circumstances be given by St. Aidan's. For purposes of this paragraph, the term "interested person" may include the Purchaser or the deceased person's spouse, parents, children, heirs at law, personal representatives or other fiduciaries. St. Aidan's shall, in its sole discretion, determine whether a particular person qualifies as an interested person in each case of an application for removal having been made.
2. On default of possibility of valid use of Niche, Purchaser's rights of user shall lapse and all interest in the Niche shall revert to St. Aidan's. A reasonable determination by St. Aidan's that such default has occurred shall be binding on all parties. In addition to other grounds for making such decision, St. Aidan's may rely conclusively on the passage of seven (7) years after the date of death (or such date as it may have cause to believe to be the date of death) of the last to survive of the group consisting of the Purchaser and of the persons designated whose remains may be interred, with no interments having occurred.

3. The right of the Purchaser to use or designate the use of a Niche shall terminate if the present church property is no longer owned by St. Aidan's and St. Aidan's successor does not agree to maintain the Columbarium or if the present church edifice is demolished and not replaced. Such right shall also terminate if the Rector, Wardens and Vestry of St. Aidan's and the Ecclesiastical Authority¹ in their sole discretion determine that it is no longer feasible to maintain the Columbarium, if upon reasonable notice.

D. DISCLAIMERS

1. The St. Aidan's Columbarium is not intended as a perpetual care facility. While St. Aidan's anticipates that it shall continue to operate the Columbarium at its present location for the foreseeable future, no representation is made that the St. Aidan's Columbarium shall be maintained by St. Aidan's in perpetuity.
2. St. Aidan's by this Agreement provides only a Niche for the interment of cremated human remains in a container. By its design and construction, the Niche is neither weather no corrosion proof. No warranty, representation or agreement is or can be made that the effects of weather, exposure, or time will not affect the remains interred in a Niche.
3. By this Agreement, St. Aidan's provides only the space described for the term described. St. Aidan's does not agree to perform, arrange, or pay for the cremation of the bodies of persons to be interred. No human remains shall be accepted for interment unless and until said remains have been cremated and inurned.
4. As used in this Agreement, "notice" or "reasonable notice" shall mean written notice given by personal delivery to user, or by depositing such notice in the U.S. mail, postage prepaid, certified, or registered mail, addressed to the user at the address contained herein at user's signature, or addressed to user at such address as user shall advise St. Aidan's, in writing, after date hereof. Reasonable notice shall include a thirty (30) day notice period, being thirty (30) consecutive days commencing the first day after personal delivery or posting in the U.S. mail, as provided above. It is the obligation of the user to advise of any change of address where notice is to be sent. St. Aidan's is under no obligation or requirement to endeavor to otherwise locate the user or give notice by any other means.

¹ Ecclesiastical Authority is defined as the Bishop or in the event of the disability of the Bishop, the Suffragen Bishop or the standing committee of the Diocese of Colorado according to Article 2 of the Constitution of the Diocese.

E. ABSENCE OF RECTOR

In the event St. Aidan's shall be without a duly authorized Rector, or in the event of the disability of the Rector, the Senior Warden shall be empowered to carry out all acts assigned to the Rector herein.

Purchaser(s) _____ and _____ acknowledge that he/she/they has/have read the contents of this Certificate of Purchase and that he/she/they fully understand and accept all the provisions of this Certificate of Purchase Conditions.

Dated: _____, 20__

Purchaser: _____

Dated: _____, 20__

Purchaser: _____