

**CHURCH OF ST. JOHN CHRYSOSTOM
DELAFIELD, WISCONSIN
COLUMBARIUM NICHE AGREEMENT**

THIS LICENSE AGREEMENT is made by and between the Church of St. John Chrysostom, Delafield, Wisconsin, (“CHURCH”) and _____ (individually or jointly “LICENSEE”).

WHEREAS, CHURCH has a columbarium (“COLUMBARIUM”) in its churchyard located at 1111 N. Genesee Street, Delafield, Wisconsin, to be used for the inurnment of cremated human remains (“cremains”); and

WHEREAS, LICENSEE desires a license coupled with an interest from CHURCH for the use of a niche in the COLUMBARIUM for the inurnment of cremains subject to the terms and conditions of this Agreement; and

WHEREAS, LICENSEE has paid to CHURCH the sum of two thousand five hundred dollars (\$2,500), receipt of which CHURCH acknowledges and which is to be paid by CHURCH into the CHURCH’S Cemetery Endowment Fund for the care and maintenance of the CEMETERY including COLUMBARIUM; and

WHEREAS, CHURCH’S churchyard, including COLUMBARIUM, is a private cemetery, held by CHURCH for the use and benefit of CHURCH members, and subject to the Canons and Regulations of the Protestant Episcopal Church in the United States of America, and also to the Canons and Regulations of the Protestant Episcopal Church Diocese of Milwaukee.

NOW THEREFORE, in consideration of the foregoing recitals and other promises and agreements as set forth in this AGREEMENT, CHURCH AND LICENSEE agree as follows:

1. CHURCH acknowledges that LICENSEE paid at the time of executing this Agreement the full amount for a license coupled with an interest for a niche in COLUMBARIUM.

2. LICENSEE shall have the right to use Niche No. _____ (“NICHE”) in COLUMBARIUM in accordance with the terms and conditions of this Agreement. The right to use NICHE includes the right to designate in accordance with this Agreement who will be inurned in NICHE.

3. LICENSEE may use NICHE for a maximum of six cremation urns, depending on the size of the containers.

4. At the time of death of a person to be inurned in NICHE, the legal or personal representative of the person to be inurned must notify CHURCH. CHURCH will then arrange for the NICHE to be made available as soon as possible.

4. In all cases, before proceeding to inurn cremains in NICHE, LICENSEE must make arrangements for inurnment in NICHE with the CHURCH Rector, and if there is no Rector, then with the two CHURCH Wardens. This Agreement does not confer the right to any person or persons to make any inurnments in COLUMBARIUM, including LICENSEE'S NICHE, with any other service, or religious ceremony than that of the Protestant Episcopal Church unless the service or ceremony is approved by the CHURCH Rector.

5. LICENSEE'S rights to use NICHE shall lapse in the event that no inurnment in COLUMBARIUM shall have occurred within five years after the death of LICENSEE (or both licensees if there are two), unless CHURCH in its sole discretion agrees to extend the reservation thereafter. Upon lapse of the rights to use a niche in the COLUMBARIUM, CHURCH shall be entitled to license use of NICHE to others.

6. Visitation is allowed at any time unless the visitation will interfere with an event or service being held by CHURCH.

7. CHURCH agrees to place cremains in NICHE, securely close and seal NICHE. CHURCH will provide a plaque to be mounted on the face of the niche bearing the names and years of birth and death of the persons whose cremains are inurned in the niche. The purchase amount of the license for NICHE includes the costs of CHURCH'S engraving and placing a memorial plaque on the exterior of the niche for the first cremains. LICENSEE or LICENSEE successors shall pay two hundred dollars (\$200) for subsequent removing, engraving, and replacing the memorial plaque. CHURCH does not agree to perform, arrange, or pay for the cremation of persons to be inurned.

8. Upon the request of an authorized member of the deceased's immediate family or a person showing evidence of proper legal authority, NICHE may be opened by CHURCH and the content removed. Any opening of NICHE will be done at a time convenient for CHURCH, and any expenses relating to the opening shall be borne by those requesting the opening. Any person requesting opening and removal must release CHURCH from any liability in connection with such action and as a condition precedent to opening, must agree to indemnify and hold Church harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.

8. CHURCH only provides use of a niche for inurnment of human cremains in a container. By its design and construction, a niche may not be weatherproof or corrosion proof. No warranty, representation, or agreement is or can be made concerning the effects of weather, exposure, or time upon cremains inurned in a niche.

9. No flowers, flags, decorations or other memorabilia will be permitted on the walls or walkways inside the COLUMBARIUM. One flower arrangement may be placed by the NICHE on the day of inurnment and must be removed after five days. Prohibited items may be removed and disposed of by the CHURCH without notice or liability to the owner of the item or any niche licensee.

10. LICENSEE may transfer rights created by this AGREEMENT only to members of LICENSEE'S immediate family but to no other person without the written approval of CHURCH. Any unauthorized transfer of a niche shall be void and cause the right to inurnment in the niche to revert back to CHURCH.

11. LICENSEE may at any time notify CHURCH that LICENSEE no longer wants to be inurned in the COLUMBARIUM, and that LICENSEE desires to terminate this AGREEMENT. If such termination is approved by the CHURCH, upon written request the funds paid under this AGREEMENT shall be refunded to LICENSEE subject to the requirement that \$300 of the license price is nonrefundable.

12. While CHURCH shall endeavor to protect cremains inurned in COLUMBARIUM, CHURCH assumes no responsibility with respect to such cremains other than to afford them such protection as it affords its own property. LICENSEE agrees that, except in cases of gross negligence by CHURCH, neither CHURCH nor anyone acting on its behalf shall be responsible for any damage to the COLUMBARIUM or its contents. Neither CHURCH nor anyone acting on its behalf shall be liable for incidental or consequential damages. LICENSEE'S sole and exclusive remedy against CHURCH or anyone acting on its behalf for all claims, in tort, contract, or otherwise, related in any way to this Agreement or the use of a niche in COLUMBARIUM is limited to return of the original amount paid by LICENSEE.

13. While CHURCH presently anticipates it will operate and maintain COLUMBARIUM at its present location for the foreseeable future, no representation is made that COLUMBARIUM shall be maintained by CHURCH in perpetuity. Should CHURCH be unable to maintain COLUMBARIUM and NICHE, CHURCH will dispose of the ashes in a manner appropriate to Christian faith and practice in consultation with licensees or their heirs or successors in interest.

14. This AGREEMENT shall be construed and governed by the laws of the State of Wisconsin, and venue for all disputes in any matter related to this AGREEMENT or the COLUMBARIUM shall be in Waukesha County, Wisconsin. All parties to this AGREEMENT and anyone claiming rights under this Agreement shall submit to the jurisdiction of courts located in Waukesha County, Wisconsin.

15. All COLUMBARIUM niches remain the property of CHURCH. A license to use a niche entitles the LICENSEE to the privilege of use of a niche in perpetuity, and not the right of ownership. CHURCH retains full and complete ownership and control of COLUMBARIUM and niches.

16. This AGREEMENT constitutes the entire agreement between the parties concerning use of a niche in COLUMBARIUM.

SIGNED for the Church of St.
John Chrysostom, Delafield,
Wisconsin by:

Rector
Date Signed: _____

SIGNED by Licensee(s):

Licensee
Date Signed: _____

Licensee
Date Signed: _____