

AGREEMENT REGARDING INTERMENT RIGHTS

In The Columbarium of Woodland Baptist Church

San Antonio, Texas

Purchaser Name: _____

Address: _____

City: _____ State: _____ Zip _____

Telephone: (____) _____

THIS AGREEMENT REGARDING RIGHTS (“Agreement”), is made by and between Woodland Baptist Church, hereinafter called the “Church”, and the person or persons identified after “Purchaser Name” above, 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 Woodland Baptist Church, 15315 Huebner Road, San Antonio, Texas 78248.

In consideration of the parties entering into the terms and provisions of this Agreement, and upon receipt in full of the agreed fee and approval by the Church, the Church will reserve Niche No. ____ designated for two urns containing the ashes of the following individuals (designation may be made later, subject to Church approval):

	<i>Name of Decedent</i>	<i>Date of Birth</i>	<i>Date of Death</i>
(1)	_____	_____	_____
(2)	_____	_____	_____

THE PURCHASER AGREES:

1. Niche. To select a niche from the available inventory;
2. Exclusive Rights. To have exclusive right to inter ashes of one or two persons in a niche of the Columbarium;
3. Memorial Inscription. To provide the information for a one-line inscription to be placed by the Church on the front of the niche plus dates of birth and death;
4. Payment of Fees. To pay herewith the fee according to the current Schedule of Fees in effect for the Church to use in its discretion in the general operation, maintenance, and preservation of the Church’s Columbarium (hereinafter referred to as “Columbarium”), a copy of such Schedule having been provided to Purchaser;
5. Compliance with Rules. To comply at all times with the Rules and Regulations for Operation of the Columbarium, expressly incorporated herein, as may be adopted by the Church from time to time as it deems appropriate in its sole discretion regarding this Agreement, the privilege of , and for the operation and the use of the Columbarium; and

6. Indemnification. For good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged and agreed by Purchaser, to protect and indemnify Woodland Baptist Church, its Pastor, Ministers, Church Council, trustees, employees and Columbarium Ministry Team against any claims for damage which may result on account of this Agreement and this authorization.

THE CHURCH AGREES:

1. Care and Maintenance. To provide perpetual care and maintenance of the Columbarium including architectural features thereof as the Church reasonably determines.

2. Permanent Records. To maintain accurate permanent records of Certificates of Rights and Agreements Regarding Rights and of the names of the deceased and the location in the Columbarium where each person's ashes have been interred.

3. Furnish Rules and Regulations. To make available to all members of the Church and each Purchaser the Church's Rules and Regulations, and any amendments promptly following their enactment.

IT IS MUTUALLY AGREED:

1. Transfer. All rights conferred by this Agreement Regarding Rights are specific to the Purchaser and may not be sold, assigned or otherwise transferred and may not be pledged as collateral for any loan; provided however, pursuant to the Rules and Regulations, a Purchaser may apply to the Church to transfer the rights granted herein to an eligible transferee of the Purchaser, subject to the then-applicable transfer fee, if any, as determined by the Columbarium Committee, and the Church shall not unreasonably withhold authorization of such transfer.

2. Termination. This Agreement may be terminated at the request of the Purchaser(s), or any one Purchaser; however, the money paid by the Purchaser(s) will not be refunded. If there is more than one Purchaser and one of them terminates the Agreement, the amount paid representing that individual's interest of the fee paid can be applied by the remaining Purchaser to another Agreement.

3. Relocation of Columbarium. The Church shall have the authority and right to exhume and re-inter ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary to relocate the Church and/or the Columbarium; provided, however the Church shall make reasonable, good faith efforts to notify each Purchaser, or such person's surviving kin, in advance of such removal.

4. Entire Agreement. This Agreement, together with the Rules and Regulations, the Certificate of Rights, and the Schedule of Fees, all 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 this Agreement on _____, 20____, and by signature below each Purchaser acknowledges that he or she has received a copy of this Agreement and the Rules and Regulations for Operation of the Columbarium now in effect.

WOODLAND BAPTIST CHURCH

By: _____

Purchaser

Purchaser