

**St. Thomas Aquinas Catholic Church in Ames, Iowa
Columbarium Niches in Prayer Garden
Purchase Agreement and Reservation of Right of Use**

The Church of St. Thomas Aquinas (Ames, Iowa), Seller, hereby agrees to sell, and the Purchaser herein named agrees to purchase, a right of inurnment and reservation of right of use in the following described niche; pursuant to and conforming with the rules and regulations of St. Thomas Aquinas Columbarium (hereinafter Columbarium), and subject to all conditions and limitations stated herein, including future amendments to the St. Thomas Aquinas Columbarium Rules and Regulations.

Columbarium niche selection (small niches only) Row/Number _____

(Purchaser)

(Purchaser)

Phone Numbers: Land Line _____

Cell _____

email address: _____

Street Address, Post Office Box or other specified location for the mailing of notices or documents.

Address: _____

City, State, Zip _____

Purchaser agrees to purchase and Seller agrees to sell the following at St. Thomas Aquinas, a niche in the Columbarium located in the Prayer Garden.

Right of Inurnment and Reservation of Use: One niche holding up to two urns located in the Columbarium. The niche choice will be decided based on availability at the time of purchase. There will be a row and number identification at that time. The larger sized niches are reserved for unique situations and are not available for selection.

Purchase Terms

Purchaser agrees to pay the full net purchase price for the right of inurnment, reservation of use, and perpetual care. The purchase price does not include the cost of the urn (size designated by Seller) or the engraving on the Columbarium wall.

Acceptance

This agreement is not binding upon Seller until approved and signed by the person authorized to accept by Seller. When so signed and accepted, this agreement is binding upon purchaser and his/her executors, administrators, assigns and heirs.

Cancellation

Purchaser, may cancel this purchase at any time up to midnight on the 10th business day following execution of the agreement by Purchaser and Seller.

Limitation and Responsibilities

Purchaser, by executing this agreement, agrees that all cremated remains inurned in the Columbarium will be contained in a pre-approved, designated size urn. Purchaser agrees that the urn, once inurned may not be removed from the Columbarium without permission from Seller and then only in accordance with the rules and regulations of the state of Iowa.

Arrangements for inurnment, along with the opening and closing of the Columbarium niche will be the responsibility of the Seller's Pastor or his designee. The memorialization will be limited to the name of the deceased, together with dates of birth and death.

The St. Thomas Aquinas Columbarium committee officers will preserve and care for the columbarium located in the Prayer Garden.

Additional Terms

Limitation of Liability: Seller shall not be held liable for loss or damage caused by an Act of God, common enemy, thieves, vandals, malicious mischief makers, unavoidable accidents, riots or on order of any military or civilian authority.

Certificate of Ownership and Conveyance: In the month following that in which payment is made in full, a Certificate of Right of Inurnment will be issued to the Purchaser by an officer of the St. Thomas Aquinas Columbarium Committee.

Entire Agreement: This contract contains all the agreements between the Purchaser and the Seller. Nothing which the Seller or any representative of Seller has said changes the terms of this contract. The Purchaser understands and agrees that no official or other representative has made any verbal or written statement or commitment not contained in this Agreement.

Decorations: No decorations, such as flowers, wreaths and like items may be placed in the Prayer Garden or in the Columbarium..

Wall Engraving: This Agreement does not include the cost of engraving. Engraving information is limited to name, date and year of birth, plus date and year of death. Size of the lettering and font type will be uniform and in accordance with the font approved by the St. Thomas Aquinas Columbarium Committee.

Title Not Acquired: This Purchase Agreement does not provide Purchaser with title to any real estate or real property. This Agreement only provides Purchaser with the right of inurnment in the designated right to use space of the Columbarium.

Seller Rights: If Seller is unable to fulfill any part of this agreement owing to an Act of God, invasion, war, riot, court order and any other unforeseen contingency, or due to mistake, fraud or misrepresentation on the part of the Purchaser, Seller's sole obligation and responsibility shall be to return to Purchaser all monies paid hereunder and this agreement shall become null and void.

Canons and Regulations: The right of burial (Inurnment,) and subsequent use of all spaces shall at all times be subject to all the Canons, regulations, law and discipline of Seller and of the Catholic Church now in force or later enacted for the control, government and management of such facilities, and Purchaser agrees to comply with them, as well as the Rules and Regulations of the St. Thomas Aquinas Columbarium Committee together with all future amendments or alterations therein.

Transfer and Assignment: The purchaser of a space may name a proposed assignee to whom he/she wishes to assign the reservation of use herein, however, owners of a reservation of use herein shall not assign, sell, alienate or transfer such reservation of use to another person or persons, without the prior written consent of the St. Thomas Aquinas Columbarium Committee. Any such assignee must execute an Assignment of this Agreement and accept all the terms and conditions of the Purchase Agreement, as well as the rules and regulations, (referenced herein).

Transfer by Probate: Upon Death: Seller will comply with all probate laws of Iowa with regard to the transfer and assignment of any reservation of use herein. whether by interstate succession, probate of will, testamentary trusts, or by non-probate passage, such as joint tenancy or living trust. Seller will comply with all directions, and instructions from duly authorized executors, trustees, and administrators as to passage or succession of purchased space reservations, herein, as well as special instructions or requests regarding the service of inurnment, to the extent such requests are consistent with the Rules and Regulations and are included in the inurnment costs (see above, 'Additional Terms' of this agreement). The heir, assignee or transferee by any form of inheritance must execute the assignee portion of this Agreement, and accept all terms and conditions as set forth in the section titled "Transfers and Assignment". In the case of minors or adult incompetents such acceptance shall be executed by the guardian, guardian ad litem, trustee, or such other person as is charged with the power to act on behalf of that individual and commits such individual in other matters of comparable gravity.

Purchaser Signature

Date

Purchaser Signature

Date

Columbarium Committee Member Signature

Date

**St. Thomas Aquinas Catholic Church in Ames, Iowa
Columbarium Niches in Prayer Garden
Rules and Regulations**

Section i - Establishment

The name of this activity and facility is St. Thomas Aquinas Prayer Garden Columbarium (hereafter referred to a "Columbarium"). This is a subordinate activity of St. Thomas Aquinas and will be operated subject to the approval of the Pastor and the Board of Directors of St. Thomas Aquinas Church. These Rules and Regulations, along with the Purchase Agreement and Reservation of Right to Use entered into with each respective purchaser, shall constitute the terms and conditions of the agreement between the Church and such purchaser as to such purchaser's right to use space in the Columbarium.

Section II - Prayer Garden Columbarium Committee

- A. **General Powers:** A Prayer Garden Columbarium Committee (hereafter referred to a "Columbarium Committee") shall manage, in collaboration with the Pastor and the Board of Directors of St. Thomas Aquinas Church, the use and maintenance of the Columbarium and its inurnment sites.
- B. **Membership:** The Columbarium Committee will be appointed by the Pastor and consist of not less than four members. Each member shall serve a three year term. Members of the initial committee will consider a rotation of electing members two years from this date (July 1, 2015). In order to provide renewal and replacement of the Committee one-third shall be considered each year. The Committee members will select who will serve as Chairperson and Columbarium officers. Once established, new Committee members will be nominated by the Committee and approved by the Pastor.
- C. **Meetings:** The Columbarium Committee shall meet during the first full week of May annually. Additional meetings will be on an as needed basis.
- D. **Duties:** The Committee shall deal with all activities, to include future planning that has to do with the Columbarium.
- E. **Compensation:** Members of the Columbarium Committee Shall serve without pay and are not entitled to any form of compensation, direct or indirect, for matters relating to the use or operation of the Columbarium.
- F. **Contracts:** The Columbarium Committee members shall be authorized to sign any Purchase Agreement and Reservation of the Right of Use for individuals and or couple purchasing Columbarium space.

Section III - Terms and Conditions of Purchase

- A. **Applications:** Persons desiring to purchase a niche must sign a Purchase Agreement and Reservation of Right of Use, executed by such person and an authorized member of the Columbarium Committee. Such person will be given a copy of the Rules and Regulations prior to or at the time of contract application.

The Prayer Garden Columbarium is an inurnment site. This is a subordinate activity of St. Thomas Aquinas and will be operated subject to the approval of the Pastor and the Board of Directors of St. Thomas Aquinas Church. Purchasers may be present or former members of St. Thomas Aquinas, St. Cecilia's or St. Peter and Paul or family members.

- B. **Availability of Space:** Purchase will be limited to small niches only.

C. Purchase of the right of inurnment:

1. Upon approval by a Columbarium Officer of the purchaser's application, and upon receipt of the purchase price the purchase will receive confirmation of the right of inurnment in the St. Thomas Aquinas Columbarium.
2. The Purchase Agreement and Reservation of Right of Use shall be executed in duplicate, with one fully executed original to be delivered to the purchaser and a second fully executed original to be retained by St. Thomas Aquinas.

D. Payment

1. **No real property right shall be created or transferred by execution of the Purchase Agreement and Reservation of the Right of Use of the payment of the Purchase Price.** Such execution and payment shall relate only to the use of the site as provided for herein.
2. The Purchase Price shall include use of the site as described in the respective Purchase Agreement and Reservation of Right of Use. This does not include purchase of the urn or the engraving costs on the face of the niche.

E. Use Requirements:

1. Cremated human remains only may be inurned.
2. No decoration, such as flowers, wreaths and like items may be placed in the Prayer Garden or on the Columbarium.
3. The right of the purchaser or his or her designee or assignee to use of the site shall cease if the present church property is no longer owned by St. Thomas Aquinas

Church or the present church edifice is demolished or if in the opinion of the Pastor and its Board of Directors it is no longer feasible to maintain the Columbarium, in which case there shall be no right of refund.

- F. **Limitation of Liability:** The purchaser's payment for the use of a niche in the Columbarium is made without reservation, conditions or restrictions. It is the intention of St. Thomas Aquinas Church to exercise reasonable and ongoing care in the maintenance of the Columbarium. However, neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility to the inurned Purchaser's estate or to any spouse, child, heir or relative of the deceased individual for the preservation, loss of, or damage to, any cremated remains of any person inurned in the Columbarium, or for any loss of damage relating to the Columbarium from Acts of God, vandalism, theft or any other cause.
- G. **Modification of Terms and Conditions:** The terms and conditions of these Rules and Regulations may be modified, deleted or amended without restriction from time to time by the Pastor of St. Thomas Aquinas Church and its Board of Directors. Such terms and conditions, and all amendments, deletions or modifications thereof, shall apply to and be binding on the purchaser, the purchaser's designees and any successor in interest succeeding to any right under the Purchase Agreement and Reservation of Right of Use.