

RESERVATION OF RIGHT OF USE

In the Columbarium of
Saint Mark's Episcopal Cathedral
519 Oak Grove Street
Minneapolis, MN 554403

_____ of _____
(Name) (Address)

_____ does hereby reserve the right to use Niche No. _____ in the Columbarium of Saint Mark's Episcopal Cathedral, 519 Oak Grove Street, Minneapolis, Minnesota 55403. This Reservation of Right of Use is subject to the terms and conditions specified on the reverse side of this Reservation, to the Certificate of Right of Use, the Statement of Policy and Declaration of Trust adopted by the Cathedral Church and to Rules and Regulations which may now exist or which may be hereafter adopted governing such use. Payment for the niche hereby reserved is to be in accordance with the attached payment schedule. The undersigned acknowledges that no use may be made of the niche hereby reserved until the same has been paid for in full. In accordance with the provisions of the Certificate of Right to Use, the undersigned hereby designates the following as persons whose remains may be interred in the above described niche.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Further, the undersigned does hereby designate _____ as the person who, in the event of the death or disability of the buyer, may alter or add to the above list.

This contract may be cancelled by the purchaser at any time prior to midnight of the third business day following the date hereof. See attached Notice of Cancellation form for an explanation of this right.

Date: _____

Buyer

Accepted:

Saint Mark's Episcopal Cathedral

By _____

PURCHASE CONDITIONS

A. Purchase

- i. The purchase price is for the original right of use, which includes the cost of interment of the cremated remains of one person. An additional charge for engraving will be due at the time of interment of each individual as applicable and cost will be based on current engraving rates at time of service.
- ii. At the time of purchase, the Buyer may designate a person or persons (by name, not as a class) whose remains may be interred in the niche. Each niche may be used for up to four interments, subject to the requirements of the designation by the Buyer, and to additional payment as above provided.
- iii. During the Buyer's lifetime, the Buyer may, from time to time, change the designation of the persons whose cremated remains may be interred, by notice in writing delivered to and accepted by Saint Mark's. The Buyer may also designate one other individual who, upon the Buyer's death or incapacity, shall exercise the same right of designation. The right to designate persons whose remains may be interred ceases with the death of the Buyer and the names designee.
- iv. Buyers must be natural persons or the personal representatives of the deceased or of incompetent persons. Two individuals may qualify as a Buyer, 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.
- v. Buyers' rights may not be assigned, transferred or inherited, without the written consent of Saint Mark's and shall not be subject to the claims of creditors.
- vi. If there has been no interment in a crypt, or no use of the common crypt, not earlier than five years after purchase, Saint Mark's may repurchase the Buyer's rights, subject to the availability of funds in the Columbarium Fund. Saint Mark's shall pay no more than eighty percent (80%) of the sum paid by the Buyer.

B. Use Requirements

- i. Cremated human remains only may be interred. Ashes deposited in niches shall be placed in an approved container. Ashes shall be deposited directly into the common crypt.
- ii. Any container must be of suitable size for accommodation in the niche. No other restriction is imposed, except the usual bounds of good taste, and except that the name shall be marked on or placed within the container. Saint Mark's reserves the right to reject a container which in its judgement will not meet these requirements.
- iii. A Religious Service shall be held at each interment. A member of the clergy of Saint Mark's shall be present and shall conduct the service, except that, in the discretion of the Dean of Saint Mark's, supervision of the service may be delegated to another member of the clergy, but a representative from Saint Mark's shall in any case be present.
- iv. Names and birth and death years of each person interred in a niche may be placed on the face of the niche. Inscription on the face of the niche is at the expense of the Buyer or the representative of the decedent. The size, type and manner of lettering shall be determined by and, at Buyer's expense, applied by, Saint Mark's. Names and birth and death years of each person interred in the common crypt shall be placed in a Memorial Book.
- v. No other inscriptions are permitted, nor are flowers or other ornamentation. Access to the Columbarium is permitted only under the control of Saint Mark's.
- vi. Saint Mark's shall maintain a separate record of all interments and may require appropriate information for this purpose.

C. Removal of Interred Remains and Termination of Right of Use.

- i. Remains may be removed from niches with the written consent of Saint Mark's and of the Buyer and the spouse of the person interred, or, if neither is living, of the personal representative (if any) or the next of kin of the person interred. In any such instance, a receipt must be signed by the party so acting, indemnifying Saint Mark's against all liability. No refunds will be granted. Ashes interred in the common crypt shall not be removed.
- ii. On default of possibility of a valid use of a niche, the Buyer's rights shall lapse and all interest in the niche shall revert to Saint Mark's. A reasonable determination by Saint Mark's that such default has occurred shall be binding on all parties. In addition to other grounds for making such decision, Saint Mark's may rely conclusively upon the passage of seven years after the date of death of the last to survive of the group consisting of the Buyer, the persons designated as eligible for interment, and the person entitled to designate such persons, with no interments having occurred.
- iii. The right of the Buyer to use a niche shall cease if the present church property is no longer owned by Saint Mark's or the present church edifice is demolished or if in the opinion of the Executive Committee it is no longer feasible to maintain the Columbarium. In the event of the termination of such right, all interred remains may be removed as provided in paragraph c.i. If, after reasonable notice, such remains are not removed by representatives of the person interred, Saint Mark's shall have the right to remove and dispose of them in an appropriate manner, and thereafter no right of use of the Columbarium shall exist in the Buyer or in any other person.



SAINT MARK'S
E P I S C O P A L
C A T H E D R A L
M I N N E A P O L I S

SCHEDULE OF PAYMENT - NICHE

Niche Number: _____

Purchase Price \$ 2700.00 _____
Down Payment \$ _____
Balance Due \$ _____

It is understood and agreed that the balance due is payable in _____ equal monthly payments of \$ _____ each, payable on the _____ of each month. Payments may be made in advance. If any payment required under this schedule is more than 30 days in arrears, Saint Mark's may cancel this schedule and the contract to which it relates and retain all previous payments as liquidated damages by sending to Buyer, at his or her last known address, postage prepaid, a notice specifying the conditions in which default has been made and stating that the contract will terminate 30 days after the mailing of such notice, unless prior thereto the purchaser shall have complied with the conditions of the contract.

Date _____

By _____
St. Mark's Cathedral

Buyer