

Columbarium and Prayer Garden
Memorial Drive Presbyterian Church
11612 Memorial Drive, Houston, Texas 77024

AGREEMENT CONCERNING INURNMENT RIGHTS

Recitals

Memorial Drive Presbyterian Church of Houston, Texas (referred to as the “Church”), has established a Columbarium for the use of members of the Church (past and present), their immediate family members, and past and present members of the ordained staff and their immediate families. The ownership and use of the inurnment rights to niches in the Columbarium are subject to the provisions set forth in this Agreement and the Policies and Procedures of the Columbarium and Prayer Garden of Memorial Drive Presbyterian Church (the “Policies and Procedures”), as same are administered by the Church, the Columbarium Committee (the “Committee”), and the Session.

The terms used herein shall mean the same as the meaning given to them in the Columbarium and Prayer Garden Policies and Procedures.

This Agreement is between the Church and the following person or persons:

(hereinafter referred to as the “Grantee” whether one or more persons) with regard to the purchase of inurnment rights in a niche in the Columbarium of the Church. The Church and Grantee are collectively referred to as the “parties.”

The Agreement

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Purpose.** The niche shall be used for the inurnment of cremated remains, in Accordance with the terms of this Agreement and the Policies and Procedures.
2. **Inurnment Space.** Grantee hereby purchases inurnment rights in a niche in the Columbarium and Grantee shall have the opportunity to select the exact location of the niche from among those not currently purchased. Grantee or purchaser acknowledges that he or she understands each niche has a capacity for two urns. Priority in selection of the exact location of the niche will be based upon the date and time that Grantee has paid the purchase price in full.
3. **Niche Marker and Incising.** The incising fee per niche space is included with the purchase of the inurnment rights. This incising shall be in the form approved by the Committee and shall contain only the name, date of birth, and date of death of the person(s) whose cremated remains are placed in the niche. The incising shall be of uniform size and style, and shall be limited as to number of characters and subject to arrangement pursuant to the Policies and Procedures.
4. **Purchase Price.** The total purchase price for a single (one urn) inurnment rights in a niche is \$2,200. The total purchase price for two inurnment rights in one niche (two urns) is \$4,000. The purchase price for inurnment rights has been paid or will be paid as indicated below:
 - a. _____ (Indicate Single Urn or Double Urn purchase) In full; the receipt is hereby acknowledged.

- b. In installments, as follows:
- i. _____ (25% minimum) in cash, check, credit or debit card when this Agreement is signed, and
 - ii. Three (3) quarterly installments of _____ each, with the final installment due on or before the following date: _____, which shall be no more than twelve 12 months from the date of this Agreement.

Payment of the quarterly installments will be due on or before the following dates:

1st Installment Payment Amount: _____ Due Date: _____

2nd Installment Payment Amount: _____ Due Date: _____

3rd Installment Payment Amount: _____ Due Date: _____

- c. No correspondence, notice or invoice will be sent to Grantee regarding installment payments, and it is the sole responsibility of Grantee to ensure that the installment timeline is followed. If Grantee fails to make the above described installment payments Grantee, upon written request, may seek and receive reimbursement from the Church for that amount (without interest) which has been paid.
5. **Certificate of Ownership.** When the total price of inurnment rights in a niche has been paid, the Church shall issue a written Certificate of Ownership to Grantee confirming the Grantee's ownership. The cost of purchasing Inurnment Rights includes the niche space, the urn and niche incising.
 6. **Transfer of Inurnment Rights.** Grantee's inurnment rights in the niche may not be given, transferred, assigned or conveyed in any manner by Grantee to any other person or organization without the prior written consent of the Church. Should the Grantee or Grantee's personal representatives wish to give, transfer, assign or convey the inurnment rights in Grantee's niche to another person or organization, such request shall be made to the Committee, which shall approve or disapprove the request at its sole discretion. Grantee shall be bound by such decision of the Committee.
 7. **No Removal of DNA.** Once cremains have been placed in the custody of the Church or inurned in a niche, Grantee relinquishes the right to request or obtain the removal of the ashes for the purpose of extracting DNA of decedent at any time in the future. Grantee agrees that the retention of the DNA of the decedent will be the responsibility of the appropriate family members or other persons as provided by law, prior to the delivery of the ashes to or inurnment of decedent by the Church.
 8. **Designated Grantee.** If Grantee consists of more than one person, Grantee shall designate, in writing to the Church, one Grantee who, as between the Grantees and the Church, shall be responsible for the application and payment for and compliance with this Agreement and other matters of Grantee-decision contained herein. The parties agree and acknowledge that such

designation shall not relinquish the non-designated Grantee(s) from complying with the terms of this Agreement, but that the Church shall be permitted to abide by and to rely solely on representations and instruction received from the designated Grantee in relation to this Agreement. If a designation is not filed with the Church, the Church may permit an inurnment in the niche at the request or direction of any one Grantee.

9. **Heirs and Administrators.** Grantee agrees that this Agreement shall be binding upon each Grantee and his or her heirs, executors, administrators, successors, and assigns.
10. **Warranty.** Grantee warrants a property right in and to the mortal remains of the person or persons anticipated to be inurned and further warrants authority to execute this Agreement. The Church may request proof of such authority, however, neither the Church nor the Committee shall have any responsibility to inquire further into the authority of the person executing either this Agreement or any other instrument relating to this Agreement.
11. **Texas Law to Apply.** This Agreement and the application or interpretation thereof shall be governed exclusively by the laws of the State of Texas, without regard to conflict of law principles.
12. **Dispute Resolution.** If one or more disputes arise in relation to this Agreement or the rights or entitlements of inurnment, or the owners of any inurned human remains, including, without limitation, conflicting claims of entitlement to inurnment, disinurnment, transfer, assignment or opening of a niche, the Church, acting through the Committee, shall have the right to resolve such conflict or dispute in the exercise of the Committee's sole discretion, including, without limitation, the right to deny inurnment, opening of a niche, disinurnment, transfer or assignment, pending an agreement in writing satisfactory to the Committee, among any or all the parties in interest or a final non-appealable judgment of a court of competent jurisdiction that resolves the issue, all as the Committee shall determine. In any case in which inurnment rights constitute or may involve community property, the Church may require joinder of the inurnment rights grantee's spouse on any instrument or document provided for herein or otherwise relating to such inurnment rights. The disputes or conflicts covered by these procedures may be ecclesiastical in nature, and therefore, nothing herein shall confer jurisdiction in a secular court, and the Church expressly reserves the right to challenge the jurisdiction of a secular court to resolve such disputes.
13. **Application of Policies and Regulations.** This Agreement includes and incorporates by reference all of the terms, provisions and conditions of the Policies and Procedures of the Columbarium and Prayer Garden of Memorial Drive Presbyterian Church. Grantee, as evidenced by Grantee's signature below, acknowledges that Grantee has been furnished a copy of the Policies and Procedures, has had an opportunity to inspect them, and has read and understands and accepts the terms and conditions contained therein.
14. **Severability.** Each provision of this Agreement shall be independent of and separable from any other provision and the invalidity of a provision of the Agreement shall not affect the enforceability of any of the other terms, conditions or provisions contained therein.
15. **Entire Agreement.** This Agreement represents the sole and exclusive agreement between the parties hereto with respect to the matters contained herein and shall supersede any other understanding or agreements with respect to such matters. No amendment shall be effective unless it is in writing and executed by both parties hereto.

16. **Right to Interment and Inurnment.** Pursuant to Texas law, and unless a decedent has left directions in writing for the disposition of the decedent's remains according to section 711.002 of the Texas Health and Safety Code, the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains:

- a) the person designated in a written instrument signed by the decedent;
- b) the decedent's surviving spouse;
- c) any one of the decedent's surviving adult children;
- d) either one of the decedent's surviving parents;
- e) any one of the decedent's surviving adult siblings; or
- f) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

The undersigned Grantee affirm and represent that they have priority and the right to control the disposition and inurnment of the decedent's remains pursuant to this Agreement.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS Agreement in multiple originals, with one original kept by the Church and one original kept by the Grantee, on this the _____ day of _____, _____.

MEMORIAL DRIVE PRESBYTERIAN CHURCH

Authorized Representative Printed Name Date: _____

Acknowledged and Accepted by Grantee(s) named below who, if more than one, also consent and agree to the Designation of Responsible Grantee named below:

GRANTEE(S)

Grantee – Signature Printed Name Date: _____

Address: _____

Relationship to Decedent: _____

Grantee – Signature Printed Name Date: _____

Address: _____

Relationship to Decedent: _____

DESIGNATED RESPONSIBLE GRANTEE

Designated Grantee – Signature

Printed Name

Date: _____

Address: _____

Relationship to Decedent: _____