

## ST. JOHN NEUMANN CATHOLIC CHURCH INURNMENT RIGHTS AGREEMENT

This Agreement is entered into by and between St. John Neumann Catholic Church, Austin, Texas, a nonprofit corporation (hereinafter SJN) and \_\_\_\_\_, (the Purchaser). SJN and the Purchaser shall hereafter be referred to as the Parties.

Whereas, SJN has created a place of inurnment for cremated remains (cremains) in the Memorial Prayer Garden and Columbarium (MPG&C) located on the SJN church property.

Whereas, the Purchaser desires to purchase the right of inurnment in the MPG&C for the cremains of the individual(s) named herein and on the Certificate of Inurnment Rights (the Certificate), subject to the Rules and Policies (R & P) applicable to the MPG&C.

Now, in consideration of the sum of \$\_\_\_\_\_ (the Fee) paid to SJN by the Purchaser, the Parties agree as follows:

1. The Fee

The Fee shall purchase a Certificate for Eligible Persons, as defined in the R&P, and cover all costs as set out in the R & P.

2. Charitable Contributions

Charitable contributions may be made by the Purchaser as set out in the R & P.

3. Receipt of the Rules & Policies

Purchaser agrees that he/she has received a copy of the R & P that are applicable to the MPG&C and warrants and represents he/she has read and understands them. The Parties agree that the R & P are incorporated herein as if set out in full and are an integral part of this Agreement. The parties understand and agree that the R & P may be amended from time to time by the Pastor of SJN (the Pastor”), in his sole discretion, and after they are approved by the Pastor they shall become part of this Agreement (the Amended R & P). After the Pastor approves the Amended R & P, the Parties agree that the Amended R & P shall supersede any prior R & P (the Prior R & P) and the Prior R & P shall be void and of no further force or effect. To the extent a conflict between the R & P, the Amended R & P if applicable, and this Agreement, the R&P or Amended R & P, shall control.

4. Eligibility

Inurnment in the MPG&C shall be limited to the cremains of persons for whom a SJN Certificate is issued and are determined to be Eligible Persons as defined in the R & P.

5. Niche

If this Agreement is fully executed by the Parties and SJN receives the Fee, SJN agrees to provide the following:

- a. A Certificate allowing for urn space in a niche(s) for the cremated remains of each person(s) named herein and on the Certificate;
- b. up to two (2) urns per niche;
- c. inscription for the niche face plate(s) with the name(s) and birth and death date(s) of those whose cremains are inurned in the niche(s);
- d. maintenance and perpetual care of the MPG&C; and,
- e. access to the MPG&C in accordance with the R & P.

6. Ownership

The Parties agree that title to the MPG&C and all niches are owned by the Most Reverend Joe S. Vasquez, Bishop of the Roman Catholic Diocese of Austin, Texas and his successors in interest (the Bishop). SJN warrants and represents that the Bishop has approved the MPG&C and delegated to and authorized SJN and its Pastor to enter into this Agreement and establish the R & P applicable to the MPG&C. The Parties agree that the Bishop has no responsibility in monitoring, controlling, or maintaining the MPG&C, since that function rests solely and exclusively with SJN. The Parties further agree that the Purchaser has no property ownership rights in the niche or the MPG&C.

7. Construction of MPG&C

Purchaser understands that as of the signing of this Agreement the MPG&C construction may not be complete. If a person named herein and on a Certificate dies prior to completion of construction, arrangements for storing the deceased person's cremains is the sole responsibility of the holder of the Certificate, next of kin, or legal representative of the deceased. At the time construction of the MPG&C is complete, notification will be given by SJN to the holder of the Certificate, next of kin, or legal representative that inurnment in the MPG&C may proceed.

8. Certificate of Inurnment Rights

- a. Only Eligible Persons named on a SJN issued Certificate shall have the right to be inurned in the designated niches upon their death, subject to the R & P or Amended R & P then in effect.

MPG&C Niche # \_\_\_\_\_

b. To the extent there is a conflict between the Certificate issued to the Purchaser and this Agreement, this Agreement shall control. Further, to the extent there is a conflict between Certificate issued to the Purchaser and the R & P or the Amended R & P, the R & P or the Amended R & P shall control.

c. Upon the execution of this Agreement by the Parties, SJN will issue a Certificate for the following Eligible Persons (include the name of Purchaser if they wish to be inurned in the SJN MPG&C).

Name (Print) \_\_\_\_\_

Birth Date \_\_\_\_\_ Death Date \_\_\_\_\_  
(May be supplied later)

Basis for Eligibility \_\_\_\_\_

Niche Number \_\_\_\_\_

Name (Print) \_\_\_\_\_

Birth Date \_\_\_\_\_ Death Date \_\_\_\_\_  
(May be supplied later)

Basis for Eligibility \_\_\_\_\_

Niche Number \_\_\_\_\_

9. General

a. Assignment.

i. Owner May Not Assign. The Purchaser of the Agreement or the person named in the Certificate may not assign his/her rights to inurnment in the MPG&C without the written approval of SJN who in its sole discretion may accept or refuse such assignment. Assignments made without SJN's written approval are void and of no force or effect. Only Eligible Persons who meet and agree to the terms and conditions of the R & P, as amended from time to time, the Agreement, and Certificate may qualify for assignment or transfer.

ii. SJN May Assign. SJN may assign its rights in the Agreement or Certificate at any time and without notice.

iii. SJN Right of Repurchase. If an owner of the Agreement or Certificate of Inurnment Rights requests that SJN approve an assignment of his/her rights, such request shall be carried out pursuant to the R & P, or any amendments thereto.

- b. **Third Party Beneficiaries.** Person(s) listed on the Certificate are considered third party beneficiaries of this Agreement.
- c. **Full Understanding and Authority.** By signing this Agreement, the Parties acknowledge that they have read, understand and agree to the terms of this Agreement, the R & P, and the Certificate.
- d. **Choice of Law/Venue.** This Agreement, the Certificate and the R & P are governed by the Canon Law of the Roman Catholic Church. All claims or causes of action pursuant to this agreement shall be arbitrated as set forth below.
- e. **Severability.** If any term, provision or covenant of this Agreement, R & P and/or Certificate, or any amendment thereto, is held by an Ecclesiastical Court of the Roman Catholic Court to be invalid, void or unenforceable, the remaining terms, provisions, and covenants of this Agreement, R & P, and Certificate shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- f. **Release from Liability.** PURCHASER ON BEHALF OF THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, RELEASE SJN, THE CATHOLIC DIOCESE OF AUSTIN, ROMAN CATHOLIC CLERGY, RELIGIOUS, THEIR AGENTS, EMPLOYEES, AND PROFESSIONALS, FROM ANY AND ALL LIABILITIES ARISING AS A RESULT OF NATURAL OCCURRENCE, ACTS OF GOD, AND UNAUTHORIZED REMOVAL OF CREMAINS OR VANDALISM OF NICHES AND/OR THE CONTENTS OF NICHES.
- g. **Limitation of Damages.** THE PARTIES AGREE THAT IT IS NOT PRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM A BREACH OF THIS AGREEMENT, THE RULES & POLICIES, OR THE CERTIFICATE OF INURNMENT RIGHTS, OR ANY AMENDMENTS THERETO, BY THE CHURCH, OR ANY ERROR OR MISTAKE IN CONNECTION WITH THE INURNMENT RIGHTS PROVIDED HEREUNDER, OR ANY OTHER BREACH OF THIS AGREEMENT, RULES & POLICIES, AND CERTIFICATE OF INURNMENT RIGHTS, OR ANY AMENDMENTS THERETO. IN THE EVENT OF THE RESULTING LOSS AS A RESULT OF A BREACH OF THIS AGREEMENT, PURCHASER, SJN, THE CATHOLIC DIOCESE OF AUSTIN, ROMAN CATHOLIC CLERGY AND RELIGIOUS, AND THEIR AGENTS, EMPLOYEES, AND PROFESSIONALS, LIABILITY SHALL BE LIMITED IN DAMAGES THEY MAY SEEK AGAINST EACH OTHER IN AN AMOUNT THAT SHALL NOT BE GREATER THAN THE AMOUNT THERETOFORE PURCHASER PAID TO SJN PURSUANT TO THE AGREEMENT, PLUS A MAXIMUM OF ONE HUNDRED DOLLARS (\$100.00) AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND THIS REMEDY SHALL BE EXCLUSIVE.
- h. **Disclaimer of Warranties.** THE ONLY WARRANTY ON ANY GOODS SOLD IN CONNECTION WITH THIS AGREEMENT, RULES & POLICIES AND THE CERTIFICATE OF INURNMENT RIGHTS IS THE EXPRESS

MPG&C Niche # \_\_\_\_\_

WRITTEN WARRANTY, IF ANY, GRANTED BY THE MANUFACTURER OF THE URN AND NICHE USED IN THE SJN MPG&C. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE DENIED AND DISCLAIMED BY SJN INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND GOODS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS AGREEMENT AND TO THE URNS AND NICHE SOLD HEREUNDER.

i. ARBITRATION. The Parties hereby agree that all claims and disputes shall be adjudicated by mandatory arbitration in the ecclesiastical courts of the Roman Catholic Church. Exclusive and mandatory venue for all disputes regarding the MPG&C, this Agreement, the Rules & Policies, the Certificate of Inurnment Rights, and any amendment thereto, and all matters otherwise associated with them shall be in the ecclesiastical canon law courts of the Roman Catholic Church located in Austin, Texas and any canon law appellate courts with proper jurisdiction to hear such appeals.

I have read and accept and agree to be bound by the terms and conditions contained in this Agreement, Rules & Policies and Certificate of Inurnment Rights.

Executed and entered into between the Parties on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**Purchaser**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**St. John Neumann Catholic Church, Austin, Texas**

By \_\_\_\_\_

SJN Pastor (or Authorized Representative)

MPG&C Niche # \_\_\_\_\_