



Contract Number: _____

CERTIFICATE OF INTERMENT RIGHTS

St. Mary Magdalene_Catholic Church

Simpsonville, South Carolina 29681

This Certificate of Interment Rights, dated as below, made and delivered by St. Mary Magdalene Catholic Church to:

Insert Name of Licensee(s)

Address (Street, City, State, Zip)

(collectively, if more than one, the “Certificate Holder”), in consideration of the sum of \$**nn,nnn**, grants to the Certificate Holder a license for burial (“License”) in the Columbarium of the Parish (the “Columbarium”). Specifically, the spaces are as follows:

Structure	Elevation	Row	Column

This License is given, and the Certificate Holder shall hold it subject to the following conditions and limitations:

1. All rules and discipline of the Roman Catholic Church, as interpreted by the Bishop of Charleston, a Corporation Sole, DBA The Roman Catholic Diocese of Charleston (the “Diocese”), including but not limited to those persons who are eligible to be interred in a Catholic Columbarium, and all Rules and Regulations of the Diocese now or hereafter existing with respect to the governance of the Columbarium shall be kept and observed.
2. No property right of any kind is granted or conveyed to the Certificate Holder. This License extends solely to the privilege of interment of the Permitted User(s) designated below, subject always to the attached Rules and Regulations and to all future uniform amendments that may be hereafter adopted by the Diocese without notice.
3. The rights under this License may not be assigned or transferred without the prior written approval of the Diocese, and any attempted assignment without such consent is void.
4. This License may be terminated by voluntary surrender by the Certificate Holder prior to interment as provided in the Rules and Regulations.
5. This Certificate of Interment Rights must be shown when parties require that a niche, crypt, or grave to be opened.
6. Unless otherwise specifically provided herein, Interment Rights are for the use of only one person per space. Exceptions are companion niches, tandem crypts, companion crypts, companion benches, companion monuments and companion cremation garden burial spaces.

In addition, in the case of a traditional in-ground burial space, one additional interment right (“Additional Right of Interment”), for the interment of the cremated remains of a body may be purchased. With the purchase of this Additional Right of Interment, a single traditional in-ground burial space can accommodate either:

- One (1) full-body casket burial and one cremated remains burial **OR**
- Two (2) cremated remains burials.

The cost of the Additional Right of Interment and the cost to Open and Close the grave for the purpose of burial are charged at the then-applicable published rate in the Columbarium’s Price List. It is imperative that the Parish receive the appropriate payment prior to any interments, including second interments in a site.

7. The agents, officers and employees of the Parish, and other persons reasonably entitled thereto, shall have a perpetual right over said burial space(s) to pass to and from other lots to which no other means of access is reasonably available.
8. No interment shall be made of any person without the prior written consent of the Parish and the Certificate Holder or his/her Authorized Representative. For purposes of this Certificate, the term "Authorized Representative" shall be the same as South Carolina Code of Laws Section 32-8-320 defines those persons who may serve as a decedent's agent to authorize cremation, regardless of whether the interment involves the burial of a body or cremated remains, and in the same order of priority as set forth in such Code section. Notwithstanding the foregoing, in the absence of a Will being presented to the Parish prior to interment that provides otherwise, Parish shall be entitled to rely upon representations of the remaining persons specified in such Code to their authority as an Authorized Representative.
9. The Parish intends to exercise reasonable care in the routine maintenance of the Columbarium and its columbaria and mausoleums, as applicable, in perpetuity. In the event of injury, loss or damage to the Columbarium, its mausoleums, or a columbarium or their constituent parts, the liability of the Parish, its agents, officers and employees is limited to the cost of repair or replacement of the facility. The Parish, its agents, officers and employees are not responsible for the loss of cremated remains deposited in its burial spaces, columbaria, monuments, markers or benches.
10. Only human bodies and cremated remains of a human body that have been handled in accordance with South Carolina law are eligible for interment in the Columbarium. The Certificate Holder, for the Permitted User(s) and him/herself and their respective heirs, successors and assigns, agrees to indemnify and hold the Parish and the Diocese, its agents, officers and employees, harmless from and against any loss, claim, liability or damage of any nature, including but not limited to reasonable attorney's fees and costs of any action, rising out of or related to this Certificate and the License granted herein, or involving bodies or cremated remains of the body accepted for interment pursuant to this License that have not been handled in accordance with South Carolina law.
11. Certificate Holder designates the following Permitted User(s) to use the above-mentioned burial/ interment spaces. Names inscribed will appear as follows unless noted otherwise by the User(s).

Last Name	First Name	Middle Maiden Name	Birth Date	Relationship to Certificate Holder

Alternate Permitted User(s), in order of priority

Last Name	First Name	Middle Maiden Name	Birth Date	Relationship to Certificate Holder

Accepted: St. Mary Magdalene Catholic Church

Accepted: Purchaser(s)

Signature
: _____
Name: Fr. Theo Trujillo
Date _____

Signature
: _____
Name: _____
Date: _____

Signature
: _____
Name: _____
Date: _____