

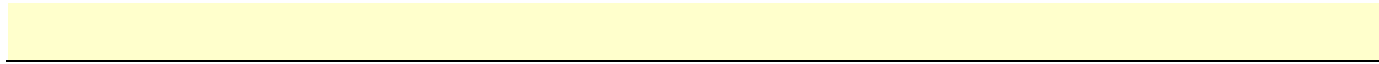


Contract Number: _____

St. Mary Magdalene Catholic Church Columbarium Contract

2252 Woodruff Road, Simpsonville, SC 29681

This Agreement (the “Agreement”) is made as dated below by and between St. Mary Magdalene Catholic Church (the “Parish”) and:



(collectively, if more than one, “Purchaser”, may also sometimes be referred to herein as the “Certificate Holder”), for interment rights in the Columbarium of the Parish (the “Columbarium”) (hereinafter “Parish” or “Columbarium” shall have the same meaning), which is owned by Bishop of Charleston, a Corporation Sole, DBA the Roman Catholic Diocese of Charleston (the “Diocese”) and operated by the Parish.

WHEREAS, with the authority of the then-acting Bishop of Charleston of the Diocese or his appointed Diocesan Administrator (the “Bishop”), the Parish has undertaken the construction of a Columbarium to provide a reverential place to inter the cremated remains of the Permitted User(s) designated below [as defined in the Rules and Regulations], as amended from time to time (the “Rules and Regulations”), in a memorial garden setting; and

WHEREAS the Columbarium will be constructed in phases as demand dictates; and

WHEREAS the Pastor/Administrator of the Parish, through the authority of the Bishop, has agreed to issue a license for burial in the form of a Certificate of Interment Rights; and

WHEREAS the Purchaser desires to acquire the privilege of an Interment Right(s) of the cremated remains of the Permitted User(s); and

WHEREAS, the Purchaser has designated such persons and agrees to the Terms and Conditions below, subject to the Rules and Regulations, as amended from time to time, which are to be binding upon and shall inure to the benefit of the Purchaser and the Permitted User(s).

NOW, THEREFORE, it is hereby agreed as follows:

[The remainder of this page has been intentionally left blank.]

PURCHASER INFORMATION

Purchaser:		Next of Kin:	
Purchaser:		Relationship:	
Address:		Contact Info:	
City/State/Zip			
E-Mail:			
Home Phone:			
Cell Phone:			

ITEMS COVERED HEREBY

INTERMENT RIGHTS

	Dual Columbarium Niche	\$
OR		
	Single Columbarium Niche	\$

NOTE:

Opening and closing of the Niche as well as engraving of the Niche door is included in the above price. I also understand that funeral services, cremation services, burial vaults, urns and memorialization are not included in this Agreement.

_____	_____
Initial	Initial

Structure	Elevation	Row	Column

The Parish acknowledges from the Purchaser(s) the receipt of:	\$
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PERMITTED USER(S) OF INTERMENT RIGHT(S):

Permitted User(s) are allowed to use the columbarium niche. Names inscribed will appear as follows unless noted otherwise by the User(s).

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

Alternate Permitted User(s), in order of priority

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

Military Service:	
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The parties understand and agree that the provisions below and, in the Terms and Conditions listed herein constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day above written:

Accepted: St. Mary Magdalene Catholic Church

Accepted: Purchaser(s)

Signature: _____
 Name: Fr. Theo Trujillo
 Date: _____

Signature: _____
 Name: _____
 Date: _____

Signature: _____
 Name: _____
 Date: _____

TERMS AND CONDITIONS

1. AGREEMENT TO SELL AND PURCHASE. The Parish agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from the Parish, the Interment Right(s) (as defined and described in Section 2 below), pursuant to the terms and provisions hereof.

2. INTERMENT RIGHT. No property right of any kind is extended to the Certificate Holder. An “Interment Right(s)” is the right to inter into or onto the ground or into a structure the remains of the human dead in St. Mary Magdalene Catholic Church located in the City of Simpsonville, in Greenville County, South Carolina, subject to the Rules and Regulations attached hereto, which may be amended by the Diocese from time to time without notice. A Certificate Holder does not have any property right in the grounds, columbarium or other physical property of the Columbarium or the Parish. The purchaser of an Interment Right shall be the Certificate Holder of record on the books of the Parish and shall be a sole individual, or in the case of a couple buying jointly, shall be two individuals. The Right of Interment shall belong to the Certificate Holder of record, and the Interment Right(s) thereunder extend to those other persons entitled thereto as “Permitted User(s)” pursuant to this Agreement, unless otherwise specified in the Certificate of

Interment Rights upon written request of Purchaser. All references in this Agreement shall be deemed to include the singular or the plural as the context requires. In the event of a dispute between joint holders of a Certificate of Interment Rights as to any matter regarding the Interment Right(s), the Parish shall be entitled to rely upon the most recent Certificate that was issued.

In the absence of written notice to the Parish of a dispute between joint holders of a Certificate, the Parish shall be entitled to rely upon a written document signed by either of the joint holders of a Certificate. Joint holders agree to jointly and severally be responsible for indemnifying and holding the Parish harmless with respect to any claims, loss or damage as a result of a dispute between joint holders, including but not limited to court costs and reasonable attorneys' fees.

3. PURCHASE PRICE. The purchase price for the Interment Right(s) (the "Purchase Price") is set forth in "Items Covered Here By" above.

4. USE OF INTERMENT RIGHTS. Purchaser is purchasing Interment Rights and designating their use by the Permitted User(s) identified above, whether living or deceased. Purchaser may, however, at any time during his or her lifetime change the Permitted User(s) by submitting a written, signed and notarized request to the Parish designating a person who is eligible for burial in a Catholic Columbarium as a Permitted User. 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, the Parish shall be entitled to rely upon representations of the remaining persons specified in the Code section as to their authority as an Authorized Representative.

5. PAYMENT OF PURCHASE PRICE. The Purchase Price shall be payable in full by delivery of immediately available U.S. funds to permit "same day funding" thereof.

6. CANCELLATION PERIOD. Purchaser may cancel this Agreement at any time prior to the first to occur of its use (a burial) or midnight of the 30th calendar day after the date of this Purchase and Sale Agreement. If Purchaser fails to timely provide written notification to the Parish of Purchaser's decision to cancel this Agreement within the time frame provided above, then Purchaser shall be deemed to have waived any such cancellation right and this Agreement shall continue in full force and effect. Notwithstanding the foregoing, Purchaser shall not be entitled to a refund for services or goods provided prior to the Parish's receipt of notice of cancellation.

7. IMMEDIATE USE. Payment in full must be made for Interment Right(s) prior to use, and Purchaser shall have the immediate right to use Interment Right(s), for which payment in full has been made. Purchaser agrees that the immediate right to use Interment Right(s) requires a minimum of 48 business hours' notice, is subject to the Rules and Regulations and may be delayed by natural causes, floods, disasters, hurricanes and acts of others.

8. SALES AND ASSIGNMENTS. No sale, gift, devise, transfer or assignment of the rights in a burial site or niche shall be valid until the Parish has received notification in writing thereof and has consented thereto by recording the same on its books. Any such sale, gift, devise, transfer or assignment of the rights in a burial site or niche without the written consent of the Parish is considered invalid. The approved sale, gift, devise, transfer or assignment of the rights in burial site or niche that requires issuance of a new Certificate will incur a fee determined by the Parish, which fee must be paid in advance before a new Certificate will be issued.

The Parish reserves the right to refuse its consent to a sale, gift, devise, transfer or assignment for any or no reason. If the Parish does not consent to a sale, it may exercise an option to repurchase as provided below in Section 9 but is not obligated to do so.

9. REPURCHASE RIGHTS. All Interment Right(s) are conveyed subject to a first right of repurchase which is reserved in favor of the Parish, and which option may be exercised if the Certificate Holder offers said right or Interment Right(s) for sale. If a Certificate Holder desires to sell said right or Interment Right(s), they shall give the Parish written notice. The Parish shall have thirty (30) days from the receipt of said notice to repurchase said Interment Right(s) from the Certificate Holder at the original purchase price paid by the Certificate Holder less a 10% administrative fee. If the Parish has not repurchased said rights within thirty (30) days from the receipt of said notice, the Certificate Holder may convey such rights in accordance with the requirements of the Catholic Church. The Parish's decision not to repurchase any such rights on a given sale shall not constitute a waiver of the Parish's right of repurchase for any future sale of those rights.

10. DEFAULT. In the event that the Parish has not required payment in full upon execution of this Agreement and if Purchaser is unable to complete the purchase in the time and manner described herein, the Parish shall have all rights available at law or in equity, including the right, at its sole option to: (i) seek specific performance of the Agreement or (ii) terminate this Agreement and retain any down payment(s), if any. The Parish shall be entitled to recover all costs incurred in connection with enforcement of its rights under this Agreement.

11. MISCELLANEOUS PROVISIONS.

a) **Assignment.** Purchaser may not assign Purchaser's rights in this Agreement without the written consent of the Parish pursuant to the process outlined in the Rules and Regulations, which consent may be withheld in Parish's discretion. Any purported assignments without such consent are void.

b) **Notices.** Any notice, consent, approval, waiver, and election which any party shall be required or permitted to make or give under this Agreement shall be in writing and shall be deemed to have been sufficiently made or given if delivered by hand, courier, electronic transmission, U.S. Mail (return receipt requested) or overnight delivery service (such as FederalExpress or United Parcel Service), addressed to the respective parties at the addresses below, or to such other address as a party shall have given the other party prior written notice:

TO PARISH:	2252 Woodruff Road Simpsonville, SC 29681 Email: Columbarium@SMMCC.org	TO PURCHASER:	See Permanent Address and Contact Information
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c) **Entire Agreement.** This Agreement, the attached Rules and Regulation, and a pending Certificate of Interment Right(s) constitute the entire agreement between the Parish and Purchaser, and there are no other Rules and Regulations, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Interment Right(s) other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the Parish or Purchaser unless in writing and signed by both Parish and Purchaser, except that the Diocese reserves the right to amend the Rules and Regulations.

d) **Headings.** The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered at interpreting the provisions of the Agreement.

e) **Binding Effect.** All of the provisions of this Agreement are hereby made binding upon the personal representatives, executors, successors, and assigns of all parties hereto.

f) **No Recordation.** Neither party will record this Agreement or any memorandum or affidavit of this Agreement.

g) **Unenforceable or Inapplicable Provisions.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

h) **Counterparts. Facsimile or Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. A signature transmitted by facsimile or electronic transmission shall be effective between the parties.

i) **Applicable Law, Place of Performance.** This Agreement shall be construed under and in accordance with the laws of the State of South Carolina.

j) **Survival Clause.** Except as expressly provided for herein the representations, warranties and covenants contained herein shall not merge in any license or any other document and shall survive the purchase and sale, as set forth herein.

k) **Construction.** The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

l) **Business Days.** If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.