

The National SHRINE OF ST. THERESE COLUMBARIUM

INURNMENTS RIGHTS, MERCHANDISE & SERVICE PURCHASE AGREEMENT

Single NICHE

Witnessed that the Seller (The National Shrine of St. Therese) agrees to sell and the undersigned, referred to as "Purchaser," hereby agrees to purchase the Inurnment Rights, Merchandise, and Services described herein and to make full payment or arrange payment installments for such at the signing of this Agreement.

Niches range in price depending on their position on the Columbarium Unit. The upper niche are more expensive than the lower niche.

Choose the position of the niche using the table below. Also reference the Niche Map provided in the Word File included in this email.

Top Row	\$2,300
Second from Top	\$2,300
Third from Top	\$2,300
Third from Bottom	\$2,300
Second from Bottom	\$2,050
Bottom Row	\$2,050

These items are included in this base cost.

INTERMENT RIGHTS, MERCHANDISE & SERVICES

- Interment Rights Fees
- Sandblasted Niche Cover (standard)
- Interment & Recording Fees
- Niche Sandblasting Installation/Inspection Fee
- Processing Fee
- Endowment Care and Maintenance Fund Fees

Choose the Niche position you want from the table and place the \$ figure here \$ _____

if you want any optional items note them in the area below

These items are additional costs.

- Optional Stock Emblem or Icon \$ _____
- Installment Fee, (if applicable \$50) \$ _____
- Additional Sandblasting: \$ _____

PAYMENT DETAILS

TOTAL \$ _____

Paid : Cash \$ _____

Check (number) \$ _____

Credit Card _____

(attach receipt) \$ _____

Shrine Personnel: _____ Date: _____

Notes regarding installment payments:

TERMS OF SALE:

Total Balance or First Installment is due as of the date of this Agreement.

Upon payment of the Total Balance by the Purchaser, the Seller agrees to convey the above described Interment Rights by issuance of a *Certificate of Inurnment Rights* to the person(s) listed on the Niche Purchase Form.

ADDITIONAL TERMS AND CONDITIONS:

1. Only upon the payment of the Total Balance shall the Inurnment Rights pass to the Purchaser. Once the Seller receives the Total Balance, then the Certificate of Interment Rights shall be executed and delivered to the Purchaser. This Agreement is, and the Inurnment Rights being purchased hereunder are and shall be conveyed to and accepted by the Purchaser, subject to all rules and regulations now existing and as may hereafter be amended, changed or new rules adopted; such rules and regulations being on file and subject to examination in the office of the Seller.
2. No inurnment shall be made nor any niche sandblasted lettering be installed until the Total Balance is fully paid, except on written permission of Seller. Any interment made or niche name inscribed before full payment of the Total Balance shall be only temporary, and no rights shall, by reason of said interment or niche name inscription, be acquired by Purchaser.
3. Niche units consist of “singles”, one urn per niche containing the cremains of one person only, and “doubles”, up to two urns per niche for husband/wife or family members containing the cremains of two persons only. Purchasers should realize that additional opening/closing niche fees as well as name plate letter completion fees will be charged for each transaction requested unless such are included and specifically identified as paid for when the Purchase Agreement is transacted.
4. It is expressly understood that acceptance of this Agreement shall not preclude the Seller from filing a claim against the estate of the deceased, and such claim shall be an additional cumulative remedy, the filing of which shall not release the Purchaser nor prevent the taking of any legal procedure necessary to effect the collection of amounts owed under this Agreement.
5. The Seller expressly reserves the right at any time it finds itself unable to fulfill this agreement or perform any services or make any interment because of strike, lockout, invasion, insurrection, riot, war, order of military or civil authority, order of the court, or because of any unforeseen contingency, or misrepresentation or fraud in the procuring of same, or because of mistake or error in description, location or availability of property herein described, to return to Purchaser all monies paid hereunder for the items affected by such, and this Agreement shall, as to such affected items, thereupon become null and void without further obligation or liability on the part of the Seller.
6. Purchaser's rights under this Agreement may not be assigned without the written consent of the Seller. The Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Purchaser. Purchaser further agrees that the Seller may assign its rights under this Agreement and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Seller. It is further agreed that when this Agreement is signed by more than one Purchaser, each of such Purchasers becomes jointly and severally liable. Purchaser agrees to pay all reasonable costs of collection to the extent permitted by law, including court costs, disbursements, reasonable attorney's fees, and other lawful charges incurred in the collection of the Purchaser's indebtedness to Seller.

7. Unless otherwise specifically provided herein, a charge for opening and closing the inurnment space and applicable Columbarium document recording (herein referred to as “Interment and Recording Fee”), is not included in the Total Balance set forth herein, and there will be an added charge for this service at the time of need. If the “Interment and Recording Fee” is purchased hereunder, the price for said service set forth herein reflects normal work hour and weekday rates. There may be an additional charge if the service is provided weekends, holidays, and/or after normal work hours.
8. Purchaser visiting the National Shrine of St. Therese Columbarium or any other Shrine property or building agrees to protect, indemnify, and hold harmless the Diocese of Juneau and the National Shrine of St. Therese and its personnel from any and all loss, cost, damage, or expense, arising out of or from any accident or other occurrence on or about these premises, causing injury to any person or property.
9. Seller plans to maintain the inurnment spaces and Columbarium facilities through funds and generated income from the Endowment Care and Maintenance Fund. Deposits from payments made to this fund in this Purchase Agreement and the generated income from such a separate account shall be used solely for the maintenance of the Columbarium, including access to such and surrounding environment as well as to pay such costs as may be reasonably necessary for the administration of the Endowment Care and Maintenance Fund.
10. Purchaser also hereby acknowledges that the Purchase Form was completed as to all essential provisions before it was signed by Purchaser and a copy thereof was delivered to Purchaser at the time this Agreement was signed as Purchaser is entitled to a copy at said time of signing.