

SAMPLE AGREEMENT



Ignatius House Jesuit Retreat Center Columbarium Agreement

This Agreement and Certificate (hereafter referred to as the "Agreement") is between Ignatius House Manresa of Atlanta, Inc. (hereafter referred to as "Ignatius House"), a religious corporation organized under the Laws of the State of Georgia and the undersigned Purchaser(s) (hereafter referred to as "Purchaser".)

Purchaser: Please Print Date: _____

Co-Purchaser: _____ If no co-purchaser, please leave blank Date: _____

Purchaser Address: Required _____

City: _____ State: _____ Zip: _____

Purchaser Phone: _____ Purchaser email: _____

Agreement

This is to certify that Ignatius House, in consideration for the purchase price of \$5,000, hereby grants a Columbarium Niche to the above Purchaser for the sole purpose of inurnment of human cremains.

The parties hereto understand that, as of the date of this Agreement, the Columbarium construction ("the project") is not complete but will be considered complete when Niches are available for inurnment of cremains.

Purchaser agrees to pay a minimum of \$2,500 (one half) of the purchase price at the time this Agreement is executed to reserve a Columbarium Niche, (hereafter referred to as a 'Niche'), and further agrees to pay any remaining balance due within 30 (thirty) days' notice from Ignatius House that the project is complete. Further, the Purchaser agrees to pay a 3% service fee on any transacted amount if the Purchaser opts to pay any portion of the owed amount with a credit card. There is no service fee if paid with a negotiable check. Receipt of funds will be acknowledged promptly by Ignatius House on initial and all subsequent payments.

The assigned Niche will be shown on file in Ignatius House's offices, and Ignatius House hereby affirms that funds will be deposited in a designated account to be held in reserve to provide for the ongoing care of the above property at the completion of the project. This Agreement does not convey title but only transfers the right of use and occupancy of a Niche for the cremains of the human body for inurnment purposes.

The inscription cost of the plaque(s) which will hold the name of the deceased, and the furnished urn(s) are included in the purchase price of the Niche space. Purchaser is subject to the rules and regulations of Ignatius House, which are subject to change from time to time, and all other terms set forth in this Agreement. This Agreement does not provide for any burial services. Once the project is complete, the Purchaser will be notified by Ignatius House with inurnment instructions and further information.

The Niches, their use and maintenance, are at all times subject to the management of Ignatius House; as constituted from time to time, or its duly organized committee to which the right to control, the maintenance and use thereof has been assigned. The terms of this Agreement may be changed, modified, varied, amended, or altered at any time, at the sole discretion of Ignatius House, or its committee. The Purchaser understands that Purchaser does not acquire any property rights of any kind whatsoever, in or to the Niche that is reserved herein.

Revised June 1, 2017

Disclaimers and Terms

All cremains of the human body must be in the urn supplied by Ignatius House.

All inscriptions will be done only by Ignatius House or its designee

Each Niche contain two urns. Single Niches are not available. Discounts cannot be granted for one purchaser.

If Ignatius House in its sole discretion, at any time decides to change the location of the Columbarium, or to discontinue the use of the Columbarium or any part thereof, it may have the cremains of the human body removed from any Niche affected by such change or discontinuances and moved to another location. The Purchaser may designate another person (hereafter referred to as "Next of Kin") who may request, at their discretion, to have the cremains returned to them for inurnment at another location, thereby relinquishing use of the Niche to Ignatius House. If Next of Kin is not designated or unreachable, Ignatius House has the right to move the cremains as to another location as Ignatius House so decides.

Any holder of this Agreement is subject to all claims and defenses which the Purchaser could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder shall not exceed amounts paid by the Purchaser. If the Purchaser fails to make payment by any amount due hereunder, Ignatius House may cancel this Agreement and shall be released from any further obligation, hereunder or otherwise. If Ignatius House does not perform for any reason, and the Columbarium is not completed, all funds will be refunded to the Purchaser or if the Purchaser desires, the funds may be donated to Ignatius House and this Agreement will be terminated in its entirety.

This Agreement may be transferred by the Purchaser; however, Purchaser understands and agrees that Ignatius House will not serve as a financial intermediary between the Purchaser and the transferee. If this Agreement is transferred to another party, this transfer must be submitted in writing to Ignatius House. The contact information of the transferee must be provided to Ignatius House so that a new Certificate of Remains can be completed.

Specific Niche locations will be assigned at project completion and Purchaser will be notified accordingly. Rules and Regulations governing the Columbarium will be issued at project completion.

Accepted by *Purchaser:

_____ Purchaser: _____ Date: _____
(signature) (please print)

*Accepted by Co-Purchaser:

If no co-purchaser, please leave blank

_____ Co-Purchaser: _____ Date: _____
(signature) (please print)

Accepted by Ignatius House: _____ Date: _____

This will be signed and returned to you

***Purchaser and Co-Purchaser (if there is one) must sign both pages**



Agreement Addendum and Certificate of Remains Ignatius House Jesuit Retreat Center Columbarium

The human remains of the following person(s) has the right of inurnment in a purchased Niche located at Ignatius House Jesuit Retreat Center, 6700 Riverside Drive NW, Atlanta, GA 30328

Inurnment of the Remains of the human body of: _____

If known, please insert the names of who will be inurned. If unknown, please mark 'not yet assigned.'

Inurnment of the Remains of the human body of: _____

Niche Location: _____

This will be assigned when the project is complete

*Accepted by Purchaser: _____

Each signer of the Agreement must also sign here.

*Accepted by Co-Purchaser: _____

Accepted by Ignatius House: _____ Date: _____

1) Next of Kin: _____

Relationship: _____

Address: _____

City: _____

State: _____

Zip: _____

Please provide at least one next of kin

Phone: _____

Mobile Phone: _____

Email: _____

2) Next of Kin: _____

Relationship: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Mobile Phone: _____

Email: _____

3) If no Next of Kin:

Person or organization responsible for remains: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Email: _____

Website: _____

Note: This Certificate is an Addendum to the Agreement and must be completed by Purchaser and Co-Purchaser. This Addendum must accompany the signed Agreement. Ignatius House will return an executed copy of both Agreement and Certificate to Purchaser.

***Purchaser and Co-Purchaser (if there is one) must sign both pages**