

INTERMENT AGREEMENT

This interment agreement ("Agreement") is made on _____, 20____, by and between CHRIST CHURCH ANGLICAN, a religious, not-for-profit Kansas corporation with its principal place of business located at 5500 West 91st Street, Overland Park, Kansas ("Church" or "Licensor"), and _____ ("Licensee").

The Church desires to maintain an outdoor, in-ground columbarium on its premises available for the interment of the cremated human remains of Church members and their immediate families as defined in the Church's by-laws.

Licensee, who is either a natural person acting on his or her own behalf, the personal representative of a deceased Church member, or the conservator of an adjudicated Church member, desires to obtain the Church's permission to inter decedent's cremated human remains in the Church's in-ground columbarium.

Therefore, the parties agree as follows:

- 1) The Church grants Licensee a license to inter, in the Church columbarium ("Disciples' Garden"), a paper or other biodegradable container approved by the Church, which contains the cremated human remains of Licensee or Licensee's deceased family member.
- 2) For each person whose remains will be interred in Disciples' Garden, the Licensee shall pay the Church \$650 as an interment license fee. Payment of the interment fee is due upon signing this Agreement.
- 3) In the name of the decedent, the Licensee may give additional funds to the Church as a memorial to be used at the sole discretion of the Church's Parish Council for the future operation, care, and maintenance of the Disciples' Garden.
- 4) Licensee's representative must provide the Church with a certified or other genuine copy of a cremation record issued by a licensed mortuary or crematory, certifying the cremation of the decedent's remains to be interred.
- 5) The Church shall identify the available interment locations within the Disciples' Garden for the Licensee or his or her personal representative. The decedent's remains shall be interred by the Church in the location selected by the Licensee or his or her personal representative.
- 6) At its cost, the Church shall place a marker listing the decedent's name and the year of the decedent's birth and death on a separate memorial plaque provided for the columbarium. No other information is permitted on the Columbarium plaque. The size, type style, and method of lettering shall be determined by the Church's Parish Council or by a committee appointed by the Parish Council.

- 7) No human remains shall be interred in the Disciples' Garden without a service conducted according to the Book of Common Prayer by clergy from the Church present. But, at the direction of the Senior Pastor of the Church, or in his or her absence, other ordained clergy may officiate at the service.
- 8) The Church may occasionally adopt separate, written regulations concerning interment and the operation, care, and control of the Church's columbarium. Those regulations and commitments are deemed incorporated in this Agreement. Licensee understands that these interment rules and regulations may be amended from time to time, at the discretion of the Church's Parish Council, without notice to or the consent of Licensee. This Agreement and the License conferred herein are subject to the interment regulations as amended from time to time by the Church's Parish Council.
- 9) Licensee agrees to abide by all rules and regulations pertaining to the columbarium now in effect or that the Church may adopt in the future.
- 10) Only cremated human remains may be interred in the Church's columbarium.
- 11) If the Church is ever designated as a non-operating church, then all interment records shall be transferred by the Church's Parish Council to a non-profit organization or church whose stated purpose is to fulfill the Great Commission of Jesus Christ.
- 12) All landscaping and permanent decorations in the columbarium area are chosen and placed under the direction of the Parish Council. No individual Licensee may place a decoration and/or marker in the Church's columbarium. Any found decorations or markers become the property of Christ Church Anglican and can be moved or removed at the direction of the Parish Council. No artificial flowers or other decorations of any kind shall be permitted in the columbarium area.
- 13) The License conferred by the Agreement is not transferable or assignable. If the Licensee desires to terminate the License prior to interment, the Licensee, or his or her duly authorized representative, shall sign an agreement terminating the License, and the Church shall refund the Licensee's original interment license fee without interest. The Church shall refund no portion of any memorial gift.
- 14) The Licensee, on his/her own behalf and for his or her heirs, executors, personal representatives, administrators, successors, or any other persons who claim to succeed to any rights under this Agreement, acknowledges and agrees that this License conveys no legal interest in the real property or fixtures of the Church. This License shall not encumber or be deemed to encumber the Church's real property or fixtures. Licensee further acknowledges and agrees that because the Church columbarium is not a cemetery, the Kansas laws relating to cemeteries do not apply to this Agreement.
- 15) Disinterment will be permitted only in accordance with the following conditions. Licensee shall designate below all persons to whom the right of disinterment is granted. Only the persons so designated may request the disinterment of the cremated remains of the Licensee or the Licensee's deceased family member from the Disciples' Garden. Such request shall be made in writing and delivered to the Church, providing at least two (2) weeks' notice of the desire to disinter remains. A representative designated by Church administration must be present at the disinterment. The grounds shall be restored by the

person(s) seeking disinterment to the condition and appearance prior to disinterment at his/her cost. There shall be no refund of the License fee in relation to disinterment.

Licensee hereby authorizes the Church to disinter the cremated remains of Licensee or Licensee's deceased family member from Disciples' Garden upon a written request signed by all of the following person(s) then surviving:

Licensee acknowledges and agrees that the Church shall not be subject to liability related to Licensee's designation of or failure to designate any person pursuant to this subparagraph.

- 16) In no event shall the Church be liable to the Licensee or anyone claiming by, for, or under the Licensee, or any consequential, exemplary, or punitive damages arising under or related to this Agreement. The Church's liability, if any, for direct, actual damages is limited to an amount not to exceed the interment license fee.
- 17) This Agreement shall be governed by and interpreted under Kansas law.
- 18) This Agreement contains all of the understanding and agreements between the parties. This Agreement supersedes any prior verbal or written representations by either party concerning this matter. There may be no modifications of this Agreement except in writing signed by the Licensee and the Church, by its Senior Pastor, or in the Senior Pastor's absence, by the Vice Chair of the Parish Council.
- 19) If any provision of this Agreement is finally determined by a secular court of competent jurisdiction to be invalid, said partial invalidity shall not impair the enforceability of any other provision of this Agreement.
- 20) This Agreement shall be binding on the Licensee and on the Licensee's heirs, executors, personal representatives, administrators, and successors.
- 21) This Agreement shall become effective only after the above-described interment license fee has been paid and after this Agreement has been duly signed and attested to by the Church's authorized representatives.

CHRIST CHURCH ANGLICAN, Licensor:

ATTEST:

By: _____

Title: _____

Title (Executive Pastor or Vice Chair)

Date: _____

Date: _____

_____, Licensee

Date: _____

(Print name as desired for memorial plaque –
22 letters and spaces maximum)

WITNESS:

(Address)

Date: _____

(Date of birth)

RECORD OF INTERMENT

Name of Person: _____

Date of Death: _____

Date Cremated Remains Received: _____

Date Cremated Remains Interred: _____