



**AGREEMENT REGARDING INURNMENT RIGHTS  
IN THE CALVARY COLUMBARIUM**

Subscriber Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Primary phone (\_\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

THIS AGREEMENT is made by and between Calvary Lutheran Church, hereafter called the "Church," and the person or persons identified after "Subscriber Name" above, hereafter called the "Subscriber".

The Subscriber agrees to purchase inurnment rights in accordance with the following approved use of the Columbarium of Calvary Lutheran Church, 1405 S. 9th St., Grand Forks, North Dakota 58201.

**THE SUBSCRIBER AGREES:**

1. Niche—To select a niche from the available inventory;
2. Exclusive Rights—To have exclusive right to inter ashes of two eligible people in a niche of the Columbarium;
3. Memorial Inscription—To provide the information for the inscription to be placed by the Church on the front of the niche;
4. Payment of Fees -To pay herewith the fee according to the current Cost For Securing A Niche in effect, a copy of which has been provided to Subscriber;
5. Compliance with Rule—To comply at all times with all bylaws heretofore or hereafter adopted by the Church for the operation of the Columbarium; and
6. Indemnification— To protect and indemnify Calvary Lutheran Church, Grand Forks, North Dakota, and its Pastors, Church Council and Columbarium Committee against any claims for damage which may result on account of this authorization.

**THE CHURCH AGREES:**

1. Care and Maintenance—To provide perpetual care and maintenance of the Columbarium.

2. Permanent Records—To maintain accurate permanent records of **Application for Reservation of Niches, Agreement Regarding Inurnment Rights, Certificate of Inurnment Rights, Columbarium Niche Inscription Order Form** and the location within the Columbarium where each person’s cremains have been inurned.
3. Furnish Bylaws—To make available to any interested members of the church and each Subscriber a copy of amendments to the bylaws promptly following enactment.

**IT IS MUTUALLY AGREED:**

1. Transfer—All rights conferred by this Agreement Regarding Inurnment Rights are specific to the Subscriber and may not be sold, assigned or otherwise transferred and may not be pledged as collateral for any loan; however, a Subscriber may apply to the Church to transfer the rights granted herein to an eligible transferee of the Subscriber. The Church shall not unreasonably withhold authorization of such transfer.
2. Refund Policy—Refunds shall not be permitted.
3. Relocation of Columbarium—The Church shall have the authority and right to reinurn cremains, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary for Calvary Lutheran Church to relocate the Church and/or the Columbarium; provided however the Church shall make reasonable, good faith efforts to notify each subscriber, or such person’s surviving kin, in advance of such removal.
4. Entire Agreement—This agreement, together with the Certificate of Inurnment Rights and the Columbarium Bylaws incorporated herein, constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement Regarding Inurnment Rights this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Subscriber: \_\_\_\_\_

CALVARY LUTHERAN CHURCH

By: \_\_\_\_\_  
Columbarium Committee Chairperson