White Plains United Methodist Church, Inc
Memorial Garden Committee
313 SE Maynard Road
Cary, NC 27511

CONTRACT FOR RESERVATION AND PERPETUAL CARE
Of a NICHE contained in the Memorial Garden of White Plains United Methodist Church

This contract made and entered into the _____ day of _____, 20__, by and between White Plains United Methodist Church, Inc., hereafter referred to as the "Church," and _____, here after referred to as "Reserver."

Whereas, the Church has designated a plot of land on its premises known as the "Memorial Garden" which contains a columbarium that is set aside as a repository for the cremated ashes of eligible persons;

Whereas, the Church has established a Memorial Garden Policy and Procedures document, hereafter referred to as "Policy," the document attached hereto and made a part hereof, governing eligibility and use of the Memorial Garden columbarium.

Whereas, the Church desires to grant the use and Reserver desires to reserve the use of a niche in the columbarium.

Therefore, the parties hereby agree as follows:

1. The Church agrees to provide to Reserver and Reserver agrees to pay for the use of a niche in the Memorial Garden columbarium for the cremated remains of one or two persons.

2. The Church agrees to have the niche cover inscribed with the name, date of birth, date of death of the persons to be inurned therein and other text as contained in this document and to provide perpetual care.

3. The Church shall retain full title to the columbarium niche and hereby grants to Reserver only the right to the use of one niche, in according to the Policy.

4. Reserver has read the Policy, is familiar with the contents thereof and agrees to be bound by the Policy. Reserver further agrees to any future changes that may be made to the Policy.

5. Reserver authorizes the Church to relocate the Memorial Garden, his/her niche and the cremated remains therein to another proper location should it become necessary for any reason, and this authorization shall be binding upon his/her heirs, executors, administrators and assigns.

6. Reserver warrants that he/she has all right, title and interest in and to the mortal remains of the persons anticipated to be inurned at the Memorial Garden and further warrants that he/she has full right and authority to execute this contract. The Church has and assumes no responsibility to inquire further into the authority of the persons executing this contract.

7. The Reserver may request the opening of a niche by contacting the Church Business Administrator who will forward the request to a member of the Memorial Garden Operations Committee for the making of arrangements.

8. Reserver or his/her representative shall furnish the Church with the following information concerning the persons whose remains are to be inurned in the Memorial Garden niche reserved herein. It is the responsibility of the Reserver to notify the Church of any future changes (e.g. name or other changes) in a timely manner.

Name: _____
First Second Last

Date of Birth:_____ Date of Death:_____

Desired text, up to 25 characters, for a fourth line: _____

Name: _____
First Second Last

Date of Birth:_____ Date of Death:_____

Desired text, up to 25 characters, for a fourth line: _____

9. Niche Number selected: Phase 1, Section ___, Column ___, Row ___ Initials: _____

10. The total payment shall be made according to the schedule indicated in the Policy upon signature of this document. The payment schedule selected is: ___ Total Payment on this date: $_____ or ___Initial payment made on this date: $_____, the balance to be paid as scheduled in the Policy.

11. The Reserver or his/her representative shall furnish the Church with the following information concerning next-of-kin. This information will be used by the Church for notification purposes in the event the Reserver cannot be contacted for any reason. The Reserver or his/her representative or successor is responsible for any necessary updating or replacement of this information.

Name _____Address _____ __
Phone (incl. Area code): __ Email Address:_____

Name _____Address _____ __
Phone (incl. Area code): __ Email Address:_____

Name _____Address _____ __
Phone (incl. Area code): __ Email Address:_____

12. This contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between these parties are merged herein. This contract may not be changed orally, but only by agreement in writing by both the Church and Reserver. No waiver of any of the provisions to this contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this contract shall be governed by and construed

and enforced in accordance with the laws of the State of North Carolina. This contract may be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this contract to be executed under seal as of the day and year written.

White Plains United Methodist Church, Inc.

By: _____(Seal)
Signature

_____, Position Title: _____
Name Printed

Reserver

By: _____(Seal) _____
Signature Name Printed

_____
Address, City, State and ZIP

_____, _____
Phone (incl. Area code) Email Address:

By: _____(Seal) _____
Signature Name Printed

_____
Address, City, State and ZIP

_____, _____
Phone (incl. Area code) Email Address: