

VILLAGE LUTHERAN CHURCH  
Bronxville, New York 10708

## Columbarium Agreement

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between **Village Lutheran Church** (hereinafter called the VLC) and

\_\_\_\_\_ (hereinafter called *the Donor*) witnesseth:

The VLC hereby acknowledges receipt of the sum of \$ \_\_\_\_\_ from *the Donor* on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to be used for the general purposes of the VLC (suggested donation per urn space: \$1,000).

In consideration thereof the VLC gives permission to said Donor to have placed in Space # \_\_\_\_\_ in the Columbarium of the VLC the ashes of

\_\_\_\_\_ subject to the terms and conditions set forth on the reverse side hereof.. The Donor represents that he/she has read all of the said terms and conditions and agrees to be bound thereby. In witness whereof, the parties hereto have hereunto subscribed their respective signatures as of the date above stated.

Village Lutheran Church



\_\_\_\_\_  
Senior Pastor/Trustee

\_\_\_\_\_  
Church Secretary

\_\_\_\_\_  
Donor

## **TERMS AND CONDITIONS**

1. Complete control of the Columbarium and all parts thereof, including landscaping and planting, but not limited thereto, shall remain in the Village Lutheran Church (hereafter called the VLC). No planting or other external decoration shall be placed upon or around the Columbarium by any Donor except that a bronze plaque of a size and design approved by the Board of Trustees of the VLC shall be placed on the outside of the cubicle where the ashes repose. The plaques shall be of uniform size and shall contain only the name and the dates of birth and death.
2. The VLC's policy stipulates that in order to make use of the Columbarium, one person of the immediate family must be a member in good standing of the VLC. The only purpose for which the Columbarium may be used is the interment of a deceased person. All ashes interred in the Columbarium must be in urns, and the material, design, construction, type, size, shape, and character of such urns shall be subject to the absolute control of the Board of Trustees of the VLC.
3. The cost of any opening and closing of the Donor's cubicle shall be included under the terms of the donation indicated on the opposite side of this page. Waiver of the donation can be made at the pastor's discretion in keeping with the policy statement on file with the Secretary of the Board of Trustees of the VLC.
4. The VLC agrees to exercise reasonable care in the maintenance of the Columbarium. No liability of any kind or character whatsoever is assumed by the VLC for the maintenance or preservation of the ashes of any person interred, or for any loss or damage to urns or ashes, nor is any liability of any kind assumed by the VLC for any matter relating to the Columbarium, its use, or subsequent maintenance.
5. In the event that it shall be necessary at any time to change the location of, or discontinue the use of the Columbarium or any part thereof, the VLC may, at her discretion, remove any urns from their spaces, and may place such urns in other suitable spaces in the property of the VLC, wheresoever the same may be instituted at such time, as in the sole discretion of the VLC may seem fit and proper.
6. Donors may bequeath their interest in interment rights in their urn space(s). In the event that the space(s) remain(s) unused and such bequest is not made, the interment rights shall pass to the heirs at law and next of kin of the donor; or, where there is a husband and wife as donors, the heirs at law and next of kin of the survivor of them shall be entitled to such rights. In the event that an urn containing ashes of a deceased person can not be interred within one year after the death of the last original Donors or of the last surviving child of the original Donors (whichever of the foregoing events last occurs), then all rights given or in any way obtained with respect to the Columbarium shall revert to the VLC.
7. The Donors or their successors in interest may sell the right of interment in any of their urn spaces in which there has been no interment. Prior notice and prior right of purchase shall be given to the VLC, which shall have the right to purchase at the original donation amount. Notice of such intention to sell must be given to the VLC thirty days prior to such sale, during which time the VLC may exercise her aforesaid right to purchase. In the event that the VLC does not exercise such right, sale by the donor will become effective when such notice is received by the VLC containing the name and the address of the new owner of the right. The previous agreement will be returned to the VLC, and upon its receipt it will be cancelled and a new agreement issued to the new Donors.
8. The VLC shall maintain a permanent record book of the Donors, which will be kept up to date, and any question or dispute will be resolved by reference to this record book. This book will contain Donor names, addresses, contract numbers, assigned cubicle and urn space numbers with the names of designated users and record of interment.
9. All services at which ashes are interred in the Columbarium shall be conducted by clergy of the VLC or any other clergy acting with the permission and under the supervision of the pastor of the VLC.