

**Holy Trinity Anglican Church
Inurnment Agreement**

THIS INURNMENT AGREEMENT (this "Agreement"), made and entered into this _____ day of _____, 20___, by and between Holy Trinity Church of Raleigh, Inc.(the "Church") and _____ (the "Applicant").

WHEREAS, the Church has designated an area on the Church's property to serve as a columbarium for the inurnment of the cremated remains of members of the Church and their family members (the "Columbarium"),

WHEREAS, the Applicant wishes to reserve a niche in the Columbarium, and

WHEREAS, the Church has established and provided the Applicant a copy of the Rules governing the Columbarium (the "Rules");

NOW THEREFORE, in consideration of the premises and the mutual promises set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Church and the Applicant agree as follows:

1. The Church agrees to reserve a niche in the Columbarium for the cremated remains of one or two persons who have been designated by the Applicant on Exhibit A attached hereto, to provide a standard bronze urn for the cremated remains of each such person and to have the niche face stone inscribed with the name and birth and death dates of each such person.

2. The Applicant shall pay the Church a reservation fee of \$_____ upon the execution of this Agreement.

3. If this Agreement is entered into during the Early Reservation Period (as defined in the Rules), the Applicant has elected to (check one):

a. ___ pay the full reservation fee with the right to receive a refund of 80% of such fee if the right to inurnment is surrendered before use or abandonment.

b. ___ pay a discounted reservation fee with the right to receive a refund of \$200 if the right to inurnment is surrendered before use or abandonment.

4. The parties agree and acknowledge that neither the execution nor the performance of this Agreement transfers any ownership interest or other property right in the Columbarium or other Church property to the Applicant or any other person and that the Church retains legal title to all such property.

5. The Applicant agrees to the terms of the Rules, a copy of which is attached hereto as Exhibit B, which are incorporated herein and made a part of this Agreement by this reference, and to such amendments or additions to the Rules as may be adopted by the Church from time to time.

6. The Applicant authorizes the Church to relocate the Columbarium or the cremated remains inurned therein to another location should the Church determine that such relocation is necessary for any reason.

7. The Applicant represents and warrants that he or she has the legal right to dispose of the mortal remains of the person or persons designated on Exhibit A and that he or she is authorized execute this Agreement

8. This Agreement may not be assigned by the Applicant and shall be binding upon the Applicant and his or her heirs, executors, administrators and successors.

IN WITNESS WHEREOF, this Inurnment Agreement has been executed by the Church and the Applicant on the day first above written.

THE CHURCH: HOLY TRINITY CHURCH OF RALEIGH, INC. By: _____ Name: Title:	THE APPLICANT: _____
---	-----------------------------

