

Asbury United Methodist Church
Tulsa, Oklahoma
COLUMBARIUM INURNMENT RIGHTS AGREEMENT

Asbury United Methodist Church has established a Columbarium on its property for use by members of Asbury United Methodist Church and their immediate family members. The ownership and use of the inurnment rights to niches in the Columbarium are subject to the provisions set forth in this Columbarium Inurnment Rights Agreement ("Agreement"), and to the Columbarium Guidelines adopted by Asbury United Methodist Church.

This Agreement is between _____ (hereinafter referred to in this document as "Owner") and Asbury United Methodist Church (hereinafter referred to in this document as "AUMC"), with regard to the approval by AUMC of the Owner's application for one or more niches in the AUMC Columbarium, and the respective rights, duties, and obligations of the Owner and AUMC in connection with the AUMC Columbarium.

DEFINITIONS

As used in this Agreement, the AUMC Columbarium means the columbarium containing niches used or intended to be used to contain cremated human remains and which is located on the AUMC property adjacent to Mason Chapel. Space is a recess in the niche cabinets in the AUMC Columbarium used or intended to be used for the semi-permanent inurnment of such remains. Cremation means the reduction to ashes of such human remains in a crematory. Cremains means the ashes of such human remains. Inurnment means the permanent disposition of such remains by placing them in an urn and semi-permanently depositing the urn in a space.

INURNMENT SPACE

The following Owner is hereby granted inurnment rights to the following niche(s) in the AUMC Columbarium:

Section: _____ Wall: _____

Row: _____ Column: _____

Name(s) 1. _____

2. _____

Address: _____

City: _____ St. _____ Zip: _____

Phone Number: _____

The location(s) and number(s) of such niche(s) are shown on a Master Plat of the AUMC Columbarium, which is on file with the AUMC Columbarium Administrator. The Owner may apply for a change in the above designation by written request directed to the Columbarium Administrator.

Prior to the inurnment of any cremains in the Columbarium, all fees must be paid in full. In no event will AUMC accept cremains, for storage prior to the inurnment service.

PURPOSE

The niche(s) shall be used for the inurnment of cremated remains, in accordance with the terms of this Agreement and the Columbarium Guidelines established by AUMC. AUMC, through the Trustee Committee, has the right to modify these guidelines at any time and may make exceptions on a case by case basis. The Owner understands that the inurnment privilege granted herein is one of use only and no ownership interest or right of tenancy in the niche designated shall pass by operation of this Agreement.

FEE PAID

The Owner has provided the sum of \$3,500 (\$1,500 value, \$2,000 donation) per niche, the receipt of which is hereby acknowledged. Having received the full fee, AUMC hereby grants to the Owner the privilege of inurnment of the above named person(s) in the designated niche, located in the AUMC Columbarium, consistent with the terms of this Agreement and the AUMC Columbarium Guidelines. If more than one niche is purchased simultaneously, attach additional sheet to the agreement with niche location(s) names, addresses, and phone number.

COLUMBARIUM NOT A CEMETERY

The Owner understands that the AUMC Columbarium is not a perpetual care cemetery, nor a permanent maintenance cemetery, nor a free care cemetery. However, AUMC does intend, to the best of its ability, to maintain the AUMC Columbarium in a tasteful, reverent, and dignified state befitting the sanctity of the purpose of a columbarium within a church. AUMC does not expect or require the Owner or Owner's family to contribute additional fees for such care and maintenance.

MEMORIAL ENGRAVINGS

Memorial engravings shall be placed upon the permanent niche door to each space within a reasonable time after the inurnment of the cremains. All memorial engravings shall be uniform, and shall be of a uniform style and design as selected and provided by AUMC. The cost of such engravings shall be borne by AUMC and is contained within the amount contributed by the Owner for designation of a niche. AUMC shall also select and provide the urns to be utilized within the niches. Such urns shall similarly be of a uniform style and design and the cost of such urns shall be borne by AUMC and is contained within the amount provided by the Owner for designation of a niche. The wording on each memorial engraving shall be limited to the full name of the deceased, the date of birth, date of death and nameplate with person(s) name on urn.

NO TRANSFER OF OWNERSHIP

The Owner's rights in the niche granted by this Agreement may not be transferred by the Owner to any other party. Any exception to this must be approved by the AUMC Trustee Committee on a case-by-case basis. If the Owner determines that he or she no longer wishes to be inurned in the AUMC Columbarium, a request for a refund should be made to AUMC, who shall consider such request and grant same if it is felt to be appropriate. Any refund would be limited to \$1,500 (value) paid by Owner less expenses incurred, regardless of the current fee amount currently being required by AUMC for new niches. The remaining balance of the original fee (fee – value) is considered a donation and will not be refunded.

REVERSION TO AUMC

If the remains of the Owner or of immediate family members for whom Owner has arranged for niches are not inurned within six (6) months of the Owner's or immediate family member's death or in case of shared niches, inurnment must occur within six months of the last to die, all rights granted to the Owner under this Agreement shall revert to AUMC. Exceptions to this must be in writing by Trustee Committee, for extenuating circumstances. The Owner understands that AUMC must reserve the right to move the AUMC Columbarium within the church property, to another location if the church is moved from its present location or to discontinue the AUMC Columbarium if, in the sole discretion of the church, that becomes necessary. If AUMC must convert the AUMC Columbarium to another use, or if AUMC moves the church to another location, or if the AUMC Columbarium is discontinued, all cremains of deceased persons which are inurned in the AUMC Columbarium at that time will be removed either by family members, or by AUMC at its costs, and placed in another columbarium space.

COLUMBARIUM GUIDELINES

The AUMC Columbarium Guidelines are hereby incorporated into this Agreement by reference. The Owner hereby acknowledges that he/she has received a copy of the Guidelines, has reviewed the then current Guidelines and understands the Guidelines and any future amendments thereto made by AUMC apply to this Agreement and the inurnment privilege.

BINDING UPON HEIRS AND ADMINISTRATORS

The Owner understands that this Agreement shall be binding upon his or her heirs, executors, administrators, successors, assigns, legal representatives, and agents.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS Agreement in multiple originals, with one original to be kept by AUMC and one original to be kept by the Owner, as of the date last hereinafter indicated.

ASBURY UNITED METHODIST CHURCH 6767 S. Mingo Road, Tulsa, OK 74133	OWNER(S)
By:	
Authorized Representative	
Date:	Date:
Urn Received	Urn Placement in Niche
	AUMC Representative
AUMC Representative Date	Name Date
	Family Representative
	Name Date

**Asbury Columbarium Tulsa, OK
Multiple Niche Purchase Attachment**

Niche: _____

Section: _____ Wall: _____

Row: _____ Column: _____

Name: 1. _____

2. _____

Address: _____

City: _____ St. _____ Zip: _____

Phone Number: _____

Niche: _____

Section: _____ Wall: _____

Row: _____ Column: _____

Name: 1. _____

2. _____

Address: _____

City: _____ St. _____ Zip: _____

Phone Number: _____

Niche:

Section: _____ Wall: _____

Row: _____ Column: _____

Name: 1. _____

2. _____

Address: _____

City: _____ St. _____ Zip: _____

Phone Number: _____