

**Appendix C - Certificate of Inurnment Rights**

The Columbarium at the Memorial Garden

Hales Corners Lutheran Church

12300 W Janesville Road

Hales Corners, WI 53130

(414) 529-6700

[Applicant completes white blanks; the Church completes gray blanks]

This Certificate of Inurnment Rights ("Certificate") is issued on this day of \_\_\_\_\_ 20\_\_\_\_, by and between Hales Corners Lutheran Church, a Wisconsin not-for-profit organization located at 12300 W Janesville Road, Hales Corners, WI 53130 (the "Church") and \_\_\_\_\_ ("the Certificate Holder").

**WHEREAS**, the Church has constructed a Columbarium, also known as the "Hales Corners Lutheran Memorial Garden" which is/will be located on the Church's property at the address set forth above.

**WHEREAS**, the Church has delegated the administration of the Hales Corners Lutheran Memorial Garden to the Columbarium Committee (the "Committee"); and

**WHEREAS**, the Certificate Holder wishes to obtain the right and privilege of inurnment in the Hales Corners Lutheran Memorial Garden, and the Committee is willing to grant that right and privilege upon the terms and conditions set forth in this Certificate and in the Policies and Procedures for the Hales Corners Lutheran Memorial Garden, the latter of which is incorporated by reference as part of this document and may be revised from time-to-time by the Church.

**NOW THEREFORE**, in consideration of payment of the Niche Use Fee set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Committee and Certificate Holder agree as follows:

**1.Reservation.** The Certificate Holder has delivered a Niche Application and payment of \$ \_\_\_\_\_ to the Committee to reserve the following:

One niche to house a Church-supplied urn for cremated remains of person(s) listed:

Name: \_\_\_\_\_ Niche # \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ [Same Niche # as above]

Relationship: \_\_\_\_\_

**2. Right and Privilege of inurnment.** In exchange for the Certificate Holder's payment of the Niche Use Fee of \_\_\_\_\_ per Niche and upon the terms and conditions set forth herein, the Committee grants to the Certificate Holder the right and privilege to inurn human ashes in the Hales Corners Lutheran Memorial Garden. Such right of use is only conferred to the Certificate Holder. Such right of use is for the placement of human cremains in the purchased niche space. No interest in property, real, personal, mixed, or otherwise is conveyed by Hales Corners Lutheran Church. There are no rights of ownership, nor any rights to take actions independent of the Committee, conferred upon a Certificate Holder through the purchase of a Columbarium niche space. All ownership, management, administration, and maintenance functions of the Hales Corners Lutheran Memorial Garden are the sole responsibility of the Church and the Committee. This Certificate is not alienable, transferable, or descendible except as provided for in the Policies and Procedures for the Hales Corners Lutheran Memorial Garden.

**3. Niche Use Fee Amount.** A single payment equal to 100% of the stated Niche Use Fee of \_\_\_\_\_.

**4. Limitation of Obligation.** The Church may but has no obligation to relocate or dispose of any cremains, and any undertaking in connection therewith may be by arrangement of and at the expense of Certificate Holder or someone other than the Church.

**5. Inscriptions.** The Church shall have engraved on the face of the niche the name and date of birth and date of death of each person whose cremains are there inurned. Such names and dates shall be provided by the Certificate Holder. No other inscriptions, other than as noted in Policies and Procedures, sub-section 5.11, will be permitted. All lettering is managed by the Church to assure uniformity.

**6. Maintenance.** The Church shall exercise reasonable care in maintaining the Columbarium. No flowers, plants, decorations, or other individual memorabilia are permitted inside the Garden 24 hours after an inurnment or memorial service is completed. The Church assumes no liability arising out of its maintenance or operation of the Columbarium, unless proscribed by the laws of the State of Wisconsin.

**7. Limitation of Liability.** No liability shall lie against the Church, and none is assumed for any loss of, or damage to the ashes of any deceased person. The Church agrees to and does carry reasonable insurance.

**8. Relocation.** The Church reserves the right to move the location of the Columbarium in the future if remodeling, renovation, or expansion is desirable, or if the church merges or ceases operations.

**9. Duration.** The Certificate herein granted to the Certificate Holder for use of the Columbarium shall continue only so long as the present Hales Corners Lutheran Church edifice stands and is owned by the Church. In the event of the demolition of said edifice or of its sale by the Church, it shall be the responsibility of the Committee, acting in concert with the Church Board of Directors, to provide facilities equal to those now existing for the disposition of the Columbarium urns containing cremated remains.

**10. Authority.** The Columbarium and all undertakings and rights with respect to its maintenance and conduct are under the sole jurisdiction of the Church. The Church may designate Church officers or employees or others as its agents to carry out its undertakings and to act for it in respect of all pertinent matters, including those herein specified. Only persons so designated in writing are authorized to act. Certificate Holder designates \_\_\_\_\_ to have the right and authority to change the designations set forth in Section 1 upon the death or disability of Certificate Holder. [Your designee is one of the people you listed as a contact on your application form.]

**11. Enforcement.** The Church reserves the right, in its sole judgment, to bring or cause to be brought to action for any trespass or otherwise, civil or criminal, against any person or persons who disturb the common grounds, who act without proper authority, or fail or refuse to leave the premises after being so requested by the Church, its agents, employees or authorized representatives.

**12. Policies and Procedures.** The Certificate Holder agrees to abide and be bound by the Policies and Procedures for the Hales Corners Lutheran Memorial Garden incorporated herein by reference; a current copy of which has been provided or is attached.

**13. Governing Law.** This Certificate shall be governed by the laws of the State of Wisconsin without regard to any conflict of law provisions.

**14. Headings and Exhibits.** Headings used in this Certificate are for convenience only and shall not be construed to affect the substantive meaning of the document. All exhibits and schedules referred to are incorporated herein and fully made a part hereof.

**15. Entire Agreement and Amendments.** This Certificate, together with the Policies and Procedures for the Hales Corners Lutheran Memorial Garden, constitutes the entire agreement between the Church and the Certificate Holder with respect to the subject matter hereof and supersedes all prior understandings written or oral. Amendments to this Agreement may be made only in a writing signed by both parties; provided, the Policies and Procedures for the Hales Corners Lutheran Memorial Garden may be revised by the Church as specified herein/therein.

**16. Change of Contact Information.** It is the sole responsibility of the Certificate Holder or their sponsor to notify the Church of any change of contact information for the Certificate Holder as well as any other designated contacts.

IN WITNESS WHEREOF, the parties affix their signatures the day and year written below:

CERTIFICATE HOLDER(S)

---

Printed Name	Signature	Date
--------------	-----------	------

---

Printed Name	Signature	Date
--------------	-----------	------

CERTIFICATE OF INURNMENT APPROVED BY HALES CORNERS LUTHERAN CHURCH:

---

Printed Name/Title	Signature	Date
--------------------	-----------	------

The original Certificate will be retained by Hales Corners Lutheran Church, a countersigned copy will be provided to the Certificate Holder(s) identified above.