

APPLICATION & CONDITIONS OF PURCHASE

FOR RIGHT OF INTERMENT IN THE COLUMBARIUM OF ST. MARK'S EPISCOPAL CHURCH DURANGO, COLORADO

A. PURCHASE

1. Purchase Price is \$_____ for Right of Interment. This is for the original reservation, designation, and right of use of an interment Plot for the interment of the cremated remains of not more than two persons.
2. At the time of purchase, the Purchaser shall designate the person or persons (by name, not as a class) whose remains may be interred in the Plot. The specific Plot will also be chosen from those available at the time of purchase, after which it will be considered reserved.
3. During his/her lifetime, the Purchaser may, from time to time, change designation of the persons whose cremated remains may be interred, by notice in writing delivered to and received by the Columbarium Committee of the Vestry at St. Mark's. The new designee must be eligible for interment in the Columbarium as defined in the Policies, Rules and Regulations.
4. Purchasers must be natural persons, and either the person or persons to be interred, or the personal representatives of such persons. Two individuals may qualify as a Purchaser, taking title as joint tenants with right of survivorship and not as tenants in common; their rights are exercisable jointly while both are living, or by the survivor.
5. Except with the written consent of the Vestry or Columbarium Committee of St. Mark's, Purchaser's rights may not be assigned, conveyed or transferred, including a transfer by devise or descent, and shall not be subject to Purchaser's debts or obligations, including alimony, and shall not be subject to attachment, garnishment, execution or other legal process.
6. In addition to the purchase price noted above, there is an opening/closing fee in the amount of \$_____, to be charged at each opening and closing of the Plot, which will include the cost of the concrete under-slab, the granite tile, the bronze plaque with identification and dates for the interred, and all labor involved with the mounting of such items.

B. USE REQUIREMENTS

1. Only cremated human remains may be interred. Remains must be placed in a waterproof container, as required by Colorado law, which will then be deposited in the Plot. Each Plot size measures 12 inches wide x 12 inches high x approximately 12 inches deep. The name and dates of birth and death shall be placed within the container.
2. A Christian service shall be held at each interment. The Rector from St. Mark's shall officiate, except that such may be delegated to another Christian clergyman at the discretion of St. Mark's Rector, in which case an authorized representative from St. Mark's shall be present. An authorized representative may include a member of St. Mark's Vestry, a member of St. Mark's Columbarium Committee or anyone authorized and/or appointed by the Rector.
3. Only names and birth and death dates of each person whose remains are interred will be placed on the bronze plaque provided. No other information is permitted. Size, type and manner of lettering will be determined by St. Mark's Columbarium Committee. The cost of the inscription is included in the opening and closing charge, and must be paid prior to interment by the Purchaser, by the personal representative of the person interred, or by such other person who shall have made interment arrangements.
4. Additional inscriptions, plantings and other ornamentation are not permitted in the Memorial Garden surrounding the Columbarium without the expressed written consent of the Columbarium Committee or Vestry. Access to the Plot is permitted in accordance with the direction and control of St. Mark's.
5. Assignment of purchased Plots not designated at the time of purchase will be at the sole discretion of the Columbarium Committee at St. Mark's.

C. REMOVAL OF INTERRED REMAINS

1. The interred remains of a person may be removed from the Plot on the written application of an interested person and pursuant to the written consent of St. Mark's. If such application is made and consent given, the interested person shall acknowledge receipt of the remains when removed, and indemnify and save St. Mark's, its heirs, agents, successors and assigns, harmless against all liability arising or resulting there from.
2. The cost of removal shall be borne by the interested person, and no refund shall be given by St. Mark's under any circumstances.
3. For purposes of this section C, the term "interested person" may include the Purchaser or the deceased person's spouse, parents, children, heirs at law, personal representatives or other fiduciaries. St. Mark's shall, in its sole discretion, determine

whether a particular person qualifies as an interested person in each case where an application for removal has been made.

4. In the event that the present church property is no longer owned by The Diocese of Colorado and/or St. Mark's, and The Diocese of Colorado's and/or St. Mark's successor does not agree to maintain the Columbarium, or if the present church edifice is demolished and not replaced, the interred remains of a person may be removed from the Plot pursuant to the terms outlined in this Section C (1), (2) and (3) above.
5. Under the circumstances outlined in Section C (4) above, if arrangement for the removal of the cremains are not made within a reasonable period, or if a proper representative cannot be contacted within a reasonable time, St. Mark's, or in its absence, the Diocese of Colorado, retains the right to take possession of and title to the cremains, and to relocate the cremains, in a fitting service as it deems proper. No refund of any amount for the purchase of interment rights shall be made in the instance of termination of the St. Mark's Columbarium.

D. TERMINATION OF RIGHTS OF USER FOR AN UNUSED PLOT

1. On default of possibility of valid use of Plot, Purchaser's rights of use shall lapse and all interest in the Plot shall revert to St. Mark's. A reasonable determination by St. Mark's that such default has occurred shall be binding on all parties. In addition to other grounds for making such decision, St. Mark's may rely conclusively on the passage of seven (7) years after the date of death (or such date as it may have cause to believe to be the date of death) of the last to survive of the group consisting of the Purchaser and of the persons designated whose remains may be interred, with no interments having occurred.
2. The right of the Purchaser to use or designate the use of a Plot shall terminate if the present church property is no longer owned by The Diocese of Colorado and/or St. Mark's, and The Diocese of Colorado's and/or St. Mark's successor does not agree to maintain the Columbarium, or if the present church edifice is demolished and not replaced. Such right shall also terminate if, upon reasonable notice, the Rector, Senior Warden and Vestry of St. Mark's and the Ecclesiastical Authority¹ in their sole discretion determine that it is no longer feasible to maintain the Columbarium.

¹ Ecclesiastical Authority is defined as the Bishop or in the event of the disability of the Bishop, the Suffragen Bishop or the Standing Committee of the Diocese of Colorado according to Article 2 of the Constitution of the Diocese.

E. DISCLAIMERS

1. The St. Mark's Columbarium is not intended as a perpetual care facility. While St. Mark's anticipates that it shall continue to operate the Columbarium at its present location for the foreseeable future, no representation is made that the St. Mark's Columbarium shall be maintained by St. Mark's in perpetuity.
2. St. Mark's, by this Agreement, provides only a Plot for the interment of cremated human remains in a waterproof container. By its design and construction, the Plot is not weather proof. No warranty, representation or agreement is or can be made that the effects of weather, exposure, or time will not affect the cremains interred in a Plot. However, as required by law, the use of a waterproof container for the cremains would be expected to limit any such damage.
3. The Diocese of Colorado, St. Mark's Episcopal Church, the clergy, wardens, Vestry, their agents, employees, and Columbarium Committee members shall not be liable for damage to or loss of interred cremains, including loss or damage by the elements, Acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable incidents, invasion, riots, civil commotion, or any order of civil or military authority, whether the damage be direct or incidental.
4. By this Agreement, St. Mark's provides only the space and interment procedures. St. Mark's does not agree to perform, arrange, or pay for the cremation of the bodies of persons to be interred. No human remains shall be accepted for interment unless and until said remains have been cremated and delivered in the appropriate waterproof container.
3. As used in this Agreement, "notice" or "reasonable notice" shall mean written notice given by personal delivery to any recipient, or by depositing such notice in the U.S. mail, postage prepaid, certified, or registered mail, addressed to that recipient at the address provided to St. Mark's, or addressed to the recipient at such address, including e-mail address, as they shall otherwise advise St. Mark's in writing, after the date this Application. Reasonable notice shall include a thirty (30) day notice period, being thirty (30) consecutive days commencing the first day after personal delivery or posting in the U.S. mail, as provided above. It is the obligation of the each person to advise St. Mark's of any change of address where notice is to be sent. St. Mark's is under no obligation or requirement to endeavor to otherwise locate any person or give notice by any other means.

F. ABSENCE OF PRIEST/RECTOR

In the event St. Mark's shall be without a duly authorized Rector, or in the event of the disability of the Rector, the Senior Warden shall be empowered to carry out all acts assigned to the Rector herein.

Purchaser(s) _____ and _____
acknowledge that he/she/they has/have read the contents of this Application & Conditions of
Purchase, and that he/she/they fully understand and accept all the provisions of this Application
& Conditions of Purchase.

Dated: _____, 20__

Purchaser: _____

Dated: _____, 20__

Purchaser: _____

Dated: _____, 20__

Witness: _____