The terms below are between St. Mary Magdalene and the party making a reservation within the Columbarium at St. Mary Magdalene, Apex, North Carolina.

- The <u>Right of Inurnment for a Columbarium Niche</u> contract signed by both parties for the reservation of a niche with the St. Mary Magdalene Columbarium is only a provision for inurnment, and should not be considered a purchase. The St. Mary Magdalene Columbarium is the property of the Roman Catholic Church, under the Bishop of Raleigh.
- 2) The fully executed <u>Right of Inurnment for a Columbarium Niche</u> contract and pertinent information of the deceased will be maintained and available at the church office.
- 3) The rights of inurnment will be in keeping with Roman Catholic forms of worship and prescribed by the Pastor. Any exceptions require the approval of the Pastor.
- 4) The Columbarium is intended primarily for the parishioners of St. Mary Magdalene Catholic Church, Apex NC. Any registered member of the parish may reserve a niche. The party making the reservation, however, may inurn family members who may not be a parishioner, but this is limited to the spouse, parents, grandparents, siblings, children and grandchildren of the reserver. The family members do not have to be Catholic. The Pastor must approve any exceptions including non-parishioners.
- 5) The family is responsible to advise the Church office of any changes in phone numbers, addresses, or changes in those that will be placed in the niche. The reserver maintains the right to change the reservation at no cost unless those changes result in a need for changes to the granite faceplate. In that case, the reserver is responsible for all costs incurred by the Church to make the desired changes.
- 6) The price paid for the reservation of a niche (approximately 10.75" wide x 11.5" high x 12" deep) includes:
 - a) A space suitable for two urns
 - b) The initial engraving of the niche faceplate in a uniform size and configuration for each inurnment
 - c) Opening and closing on the day of each inurnment
 - d) Perpetual care of the Columbarium and surrounding landscape
 - e) The price does NOT include the urn. Family is responsible to be sure the urn(s) chosen fits the niche.
- 7) The reservation price does not include any other associated funeral expenses, transportation, or any other expenses related to the funeral.
- 8) Prices for the Columbarium niches may change over time. However, once you have reserved a niche, any subsequent price changes will not affect you.
- 9) All cremains will be encased in an urn and then placed in a niche. Only the cremains of humans are allowed to be inurned in the Columbarium.
- 10) No other objects other than the urn(s) will be allowed inside the niche.

- 11) Inscriptions shall consist of names and dates of birth and death. The style of the niche inscription will be consistent throughout the Columbarium. The Columbarium Committee will handle all arrangements for the engraving. A blank faceplate will be affixed to the niche until the engraving is complete. The initial engraving is included in the reservation price of the niche. Engraving will be completed in a timely manner after inurnment.
- 12) If a faceplate has to be replaced, due to changes made by the family, the family will be responsible for the cost of the new faceplate stone and any related engraving. All arrangements for faceplate replacement/engraving will be made through the St. Mary Magdalene Columbarium Committee.
- 13) If the family no longer has a need for the niche, the family has two choices.
 - a) Contact the Church office. Gift the niche back to St. Mary Magdalene.
 - b) Contact the Church office. Arrangements will be then made to refund the net of original reservation price paid less any engraving costs that the Church may have incurred.
 - i) The reserved niche cannot be transferred to any entity other than St. Mary Magdalene Catholic Church.
 - ii) Both parties will sign a document reflecting the actions taken.
- 14) Removal of an urn will only be allowed for a permanent move to another facility. Upon a notarized written request by a surviving member of the deceased person's family, a niche will be opened and the contents removed. St. Mary Magdalene will rely on the notarized documents showing evidence of authority and shall not be required to make further inquiry. Any opening of the niche will be done at a time convenient of St. Mary Magdalene and the family shall pay any expenses relating to the opening before hand. (Including a new faceplate if needed) Any person requesting such opening and removal shall release St. Mary Magdalene from any liability in connection with such action, shall agree to indemnify and hold St. Mary Magdalene harmless from any cost (including legal fees and court costs) incurred in connection with such opening and removal. If the family decides it no longer has a use for the niche, terms #13 of these guidelines applies. Both parties will sign a document reflecting the actions taken.
- 15) The Columbarium site will be perpetually maintained in a manner designed to be beautiful, serene, holy, and edifying. It is requested that no additional floral arrangements, flags, statues, insignias, or other decorations be placed within/on or outside of the Columbarium. If such items are left, no attempt will be made to return such items to the family when removed. Any extraordinary expenses to remove items will be at the expense of the family.
- 16) In the unlikely situation that there is a need to move the Columbarium to another site, all expenses of such a move to an equivalent facility will be at the expense of St. Mary Magdalene. St. Mary Magdalene will endeavor by all means possible to notify the family of the deceased of the required move.
- 17) The Columbarium grounds will be open 24 hours a day 7 days a week, unless circumstances warrant a change.