

ST. ARMANDS KEY LUTHERAN CHURCH  
SARASOTA, FLORIDA

**COLUMBARIUM AGREEMENT**

NICHE #: \_\_\_\_\_

NAME OF DECEASED:

\_\_\_\_\_

\_\_\_\_\_ Member \_\_\_\_\_ Non-Member

SALKC Church Member Name \_\_\_\_\_

Relation to Deceased \_\_\_\_\_

**Name (s)**, hereinafter referred to as **BUYER(S)**, and ST. ARMANDS KEY LUTHERAN CHURCH, hereinafter referred to as **CHURCH**, agree as follows:

1. In consideration of the sum of Six Hundred and 00/100 (\$600.00) Dollars, CHURCH hereby grants sole and perpetual inurnment use of niche No. \_\_\_\_\_ to \_\_\_\_\_, BUYER. This niche may be used for the inurnment of BUYER, BUYER'S spouse or BUYER'S relatives, including brothers, sisters, parents, grandparents, children or grandchildren. CHURCH shall charge no additional fees for care, maintenance, or engraving expenses of this niche. The use of this niche is subject to the Columbarium Rules and Regulations of the CHURCH currently in effect and subject to all future amendments and revisions.
2. CHURCH shall provide perpetual care and maintenance for the Columbarium. BUYER acknowledges that the Columbarium is located in an area where flooding is a likely possibility and agrees that CHURCH shall have no liability to BUYER or BUYER's family or heirs for any damages resulting from flooding or other acts of God, physical failure of the Columbarium, physical failure of CHURCH building, or conditions beyond control of CHURCH.
3. CHURCH reserves the right to enlarge, remodel, alter, or relocate the present Columbarium without any liability to BUYER or BUYER's heirs or family.
4. This agreement cannot be assigned or transferred by BUYER or BUYER's heirs to anyone else. In the event of abandonment of the niche (as described in Paragraph 5 below) or voluntary surrender of the niche, upon approval by the Trustees, the Buyer shall receive a refund equal to fifty percent (50%) of the Sales Price as set forth in Paragraph 1 of the Columbarium Agreement. The agreement conveys the right to use the space inside the niche, but no ownership interest in the columbarium, the building where it is located, nor any interest in real estate.

5. The rights of the Buyer to the niche under this agreement are subject to being deemed abandoned under the terms hereof and upon abandonment, the rights to use the niche shall revert back to CHURCH. This agreement shall automatically terminate within twenty-one (21) years of execution of this agreement, upon which time the niche will be deemed abandoned. Upon abandonment, the Buyer shall be entitled to a refund under Paragraph 4 above, upon which time the rights to the niche shall revert back to CHURCH to be resold to another Buyer. In the event Buyer enters into an extension agreement to extend the term hereof on or before twenty-one (21) years from the date of execution of this agreement, the rights to use the niche shall not be deemed abandoned and shall be governed by the terms of this Agreement, the Columbarium Rules and Regulations and the extension agreement.

Executed this Day \_\_\_\_\_ ST. ARMANDS KEY LUTHERAN CHURCH

\_\_\_\_\_  
"BUYER" Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness as to "CHURCH" Signature

\_\_\_\_\_  
Print Name

Amount Paid \$ \_\_\_\_\_ Check Dated: \_\_\_\_\_ # \_\_\_\_\_

CONTACT INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_