

## LORD OF LIFE LUTHERAN CHURCH COLUMBARIUM INTERMENT PERMIT

Niche Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

For and in consideration of a donation of \$1,000.00, Lord of Life Lutheran Church (the "Church") hereby grants unto

\_\_\_\_\_  
(the "Grantee") the exclusive right and privilege to inter the ashes of:

\_\_\_\_\_  
in niche number \_\_\_\_\_ in the Lord of Life Lutheran Church Columbarium located on the premises of the Church, 13724 West Meeker Blvd., Sun City West, Arizona 85375. The Grantee may change this designation in writing at a later date to provide, in lieu thereof, interment of the ashes of any other person who qualifies hereunder.

The Grantee has the right to cancel this agreement within three business days from the date hereof by delivering written notice of the desire to cancel to the church office. Upon such cancellation, the Grantee(s) donation will be returned in full. If cremains are interred, this three day cancellation clause is void. **After the three day period or once cremains are interred whichever occurs first, refunds will not be given. This is a donation to the church and if you or your heirs should decide to relinquish this niche, or at a later time remove the urn(s) from the niche, a refund will not be given.**

Initial \_\_\_\_\_

The Grantee agrees to abide by the Regulations, Rules, Conditions and Restrictions governing the Columbarium which are incorporated herein by this Interment Permit. By signing this Interment Permit, the Grantee acknowledges having received an exact copy and read the Regulations, Rules, Conditions and Restrictions governing the Columbarium.

This agreement is binding on all parties, their representatives, administrators, executors, heirs, assigns, and successors.

This permit will not create any interest in the real property on which the Columbarium is located.

IN WITNESS WHEREOF, this permit has been issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Church Representative

\_\_\_\_\_  
Date

## REGULATIONS, RULES, CONDITIONS AND RESTRICTIONS

### Governing the Columbarium of Lord of Life Lutheran Church

Niche Number: \_\_\_\_\_

Grantee: \_\_\_\_\_

These regulations, rules, conditions and restrictions (the "Rules") are designed to protect both the interests of the individual Grantee and Lord of Life Lutheran Church (the "Church"). Adherence to these rules will be maintained for the general good in preserving the desirability and beauty of the Columbarium. These rules may be changed by agreement of the Congregation Council as is deemed necessary.

- **Applicability:** The Grantee of the interment location (hereinafter known as a "niche") agrees to all these Rules set forth by the Church or as may be amended and shall equally bind any heirs, successors, administrators, executors and assigns and are enforceable by the Church and its successors. The Grantee accepts the niche for the sole purpose of conducting a Christian committal service and interment of human cremains.
- **Availability of Rules:** Interested parties may review the current Rules during regular Church office hours. Each Grantee will receive a copy of the Rules upon executing an Interment Permit.
- **Exemptions:** Exemptions to these Rules must be in writing and signed by the Congregation Council president. The specific exemption will be made for cogent reasons and shall not exempt the Grantee from otherwise unmentioned regulations, rules, conditions, or restrictions that may apply.
- **Subject to Laws:** In addition to the Rules set forth, the Grantee agrees and is subject to applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of the Church agreements, contracts, rules, policies, restrictions or conditions is in violation, the Church shall be given the opportunity to make the appropriate amendment. The Church reserves the right to amend the specific item(s) without effect on other provisions set forth or as may be amended.
- **Control of the Church:** All improvements of any kind in or around the Columbarium are under the strict control of the Church. Any type of work including, but not limited to, opening and sealing of niches, installation or removal of memorializations, interments or disinterments, plantings or landscape care or columbarium work shall be at the exclusive control of the Church. The Church may, at its discretion, remove any and all improvements or alterations made by the Grantee, or a representative of the Grantee, at the expense of the Grantee. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and written approval of the Church.
- **Outside Vendors:** The Grantee agrees to use materials, products, and designs approved and controlled by the Church. The Church may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the Grantee, should that item be provided by an outside source.
- **Use of Property:** Niches are for the interment of human cremains. Other uses of a niche are prohibited.
- **Inurnment in a Niche:** Inurnment of one or two person's cremains within a designated niche is dependent on the size of the niche. Some niches are designed to hold two urns, others hold one urn.
- **Identification of Cremains:** The Church, its employees, representatives or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of interment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record. Permanent marking of the deceased's name and the date of death will be required on all cremains delivered to the Church for interment within the Columbarium.
- **Interment Order Required:** A written authorization is required from the Grantee for the interment of cremains of any person other than the person designated in the Interment Permit.
- **Errors:** Should cremains be placed in the wrong location, the Church will offer a new location to the Grantee or the Grantee's authorized representative. Such acceptance of the new niche will be the limit of their remedy or redress. The Church will accept the costs associated with disinterment and refinement due to the error. Should a previous claim of a Grantee exist of any niche resold in error, the subsequent Grantee will be given the option of

either a refund for all monies paid or that of another available niche. If, for any reason, the actual niche cannot be opened at the time of need, the Church may provide an alternative space, temporarily, so as not to delay the committal service without any liability to the Church.

- **Right of Refusal:** The Church reserves the right, for any reason, to refuse to enter into an Interment Permit with any person(s) or groups. Interment in the Columbarium may be utilized by members of Lord of Life Lutheran Church, former members who entered into an Interment Permit while a member of Lord of Life congregation, their parents, spouses, or children (natural or adopted) and such others as are specifically approved in writing by the Congregation Council.
- **Access to Church Grounds:** The Church reserves the right to refuse entrance to the church grounds, including the Columbarium, to any person(s) it deems objectionable for any reason. The Church reserves the right to set the hours that the Columbarium will be open and available for visiting or services.
- **Disturbances:** The Church reserves the right to prohibit disturbances on or near the Columbarium. Inconsiderate behavior, actions, or improprieties will not be permitted.
- **Disturbance of Cremains:** A niche is intended for the cremains of the Grantee at the expressed wish of the Grantee. Heirs will not be allowed to change locations, cause cremains to be removed from their niche, or transfer an Interment Permit without the written approval of the Congregation Council.
- **Decorations:** The Church prohibits flowers or decorations within the Columbarium.
- **Right to Alter and Use Property:** The Church reserves the right to change the boundaries and make improvements as it sees fit. The Church reserves the right of ingress and egress as may be necessary.
- **Urn Requirement:** Cremains will not be accepted unless they are in an approved urn furnished by the Church.
- **Limitation of Liability:** The Church will take reasonable precautions to protect the Grantee from loss or damage but will not assume any liability for causes beyond its control including, but not limited to, acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage to any item within the reasonable control of the Church shall be limited to no more than the amount of money paid for any item.
- **Dissolution of the Church:** The Grantee acknowledges that the Church cannot guarantee that it will be able to continue operations of its Columbarium forever. If, and when, the time should arise for whatever reasons that the Columbarium needs to be relocated, removed, changed or dismantled, such determination will be made at the sole discretion of the Congregation Council with the approval of the congregation. Notification of such action(s) will be published in the Church newsletter and local newspaper at least one month prior to such action(s). All monies set aside for such change will be under the control of the Congregation Council and under no circumstances will any person(s) be entitled to any refund from the Church. The Church will, with no responsibility for success, make a reasonable attempt to locate the next-of-kin to inform them of its intended actions. The Grantee, his/her heirs, representatives, assigns, agents, executor or administrator agree to abide by the decision of the Church, whatever that might be, for all future time.
- **Verbal Instructions:** The Church is not responsible for any instructions given verbally. Rights of the Grantee are provided in the Rules and any exceptions must be approved in writing by the Church.
- **Interment Hours:** Interments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. The Church has the right to refuse interment of cremains when it is impractical to do so and may suggest an alternative time or day. Acceptance of a different time or day than that requested will be the decision of the Grantee.
- **Authority to Operate:** The Church, as a recognized religious non-profit organization, claims exemption under the Arizona State Statutes covering Cemeteries and Columbariums.
- **Funeral Service:** The Church expressly states that it is not a mortuary or funeral establishment. The Church, its employees, representatives or agents make no representation that the Church provides mortuary services or any other service that requires licensing by the State of Arizona or the State Board of Funeral Directors and Embalmers. The Church does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or holding themselves out to be funeral directors, embalmers, apprentices, assistants, morticians or by any other titles which might be construed as to claim any type of regulated position.

- **Reference to Rules:** Every Interment Permit entered into between the Church and the Grantee will give reference to the Rules covered herein and shall bind the parties in their totality.
- **Transfer of Grantee's Niche:** Transfer of a Grantee's niche may be by assignment, direction in a properly probated will, proper order determining heirship, operation of law or other method presented in writing to, and approved in writing by, the Church; provided, however, that no transfer shall be effective until evidence satisfactory to the Church of such transfer has been filed with the Church and such transfer has been agreed to in writing by the Church. It is expressly understood that the Church will not assume any role in brokering the transfer of a niche by a Grantee.
- **Choice of Location:** The choice of niche location will be done on a "first come" basis, such selection made at time of entering into Interment Permit. No promises are made to the Grantee relating to any speculation of future sites or locations that may or may not be developed.
- **Donation:** The Church operates as a non-profit corporation under the Laws of the State of Arizona. The Congregation Council establishes the amount of the one-time donation as stated on the Interment Permit for the use of a niche by the Grantee(s).
- Any money received by the church will be termed a contribution. Consequently, there will be no refunds if for any reason the niche cannot be used.

Initial \_\_\_\_\_ Date \_\_\_\_\_

- **Funding:** All donations and contributions will be shown as a separate line item (Columbarium Income) under Miscellaneous Income in the Current Fund Financial Report. All Columbarium Expenses will be shown as a separate line item under the Building and Grounds in the Current Fund Financial Report. Any return of donations will be shown as a line item (Return of Donation) under Building and Grounds in the Current Fund financial Report.
- **Warranties:** The Church makes no guarantees or warranties concerning the durability or expected life or condition of grounds, facilities or products offered to the Grantee.
- **Agents or Representatives:** The Church may, at its sole discretion, appoint individuals to serve them in the operations or administration of the Columbarium. The duties and powers of any such representative will be under the strict control of the Church but only to the scope encompassed by the Rules. The Church may establish a means of handling emergency, unique or special situations as they may arise without effect on the Rules.
- **Use of Funds:** Use of funds will be under the express control of the Congregation Council whether the source be from donations, gifts, contributions, fees, memorials, bequests or any other means.
- **Severability:** In the event any portion of the Rules is in violation or contrary to any law, ordinance, rule, or regulation, the Church will be allowed to make the specific correction or amendment without effect upon other parts of the Rules.
- **Amendments:** The Grantee recognizes that additions or amendments to the Rules may be made at any time as may be deemed necessary by the Church for the benefit of all parties. The Grantee agrees to abide by any such changes, additions or amendments as may be made in the future.

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Grantee

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Date

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Church Representative

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Date

Lord of Life Lutheran Church  
Columbarium  
Data for Badge and Plaque

This form communicates the correct spelling and presentation of the name to be placed on the badge and plaque for the columbarium urn and niche. Be sure the information is exactly as you would like it to read on the badge and plaque.  
Any changes after the items have been engraved or poured will be at the owner's expense at current market price. Only the contracted individual on the interment permit will be authorized to make changes to this form.

Niche:	
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Family Name

First Name/Initial	Year of Birth


Accepted By: \_\_\_\_\_