



Columbaria Purchase Agreement

This Agreement and Certificate (hereafter referred to as the "Agreement") is between Ignatius House Manresa of Atlanta, Inc. (hereafter referred to as "Ignatius House"), a religious corporation organized under the Laws of the State of Georgia located at 6700 Riverside Dr., Atlanta, GA 30328, and the undersigned Purchaser(s) (hereafter referred to as "Purchaser".)

Purchaser: _____ **Date:** _____

Co-Purchaser: _____ **Date:** _____

Purchaser Address: _____

City: _____ **State:** _____ **ZIP:** _____

Phone: _____ **Email:** _____

Agreement

This is to certify that Ignatius House, in consideration for the purchase price of \$5,000, hereby grants a Columbarium Niche to the above Purchaser for the sole purpose of inurnment of human cremains.

Each purchase shall include one (1) niche measuring 1'x1'x1' with a granite faceplate and capable of holding up to two (2) urns; one or two urns as desired; engraving of family surname, first name, middle name or middle initial, date of birth and date of death. The inscription cost(s) which will hold the name(s) of the deceased, and the furnished urn(s) are included in the purchase price of one niche space.

Purchaser agrees to pay a minimum of \$2,500 (one half) of the purchase price at the time this Agreement is executed to reserve a Columbarium Niche, (hereafter referred to as a 'Niche'), and further agrees to pay any remaining balance due within 12 months of date of deposit. Further, the Purchaser agrees to pay a 3% service fee on any transacted amount if the Purchaser opts to pay any portion of the owed amount by credit card. There is no service fee if paid with a negotiable check. Receipt of funds will be acknowledged by Ignatius House on initial and all subsequent payments.

The assigned Niche will be shown on file in Ignatius House's offices, and Ignatius House hereby affirms that funds will be deposited in a designated account to be held in reserve to provide for the ongoing care of the above property at the completion of the project. This Agreement does not convey title but only transfers the right of use and occupancy of a Niche for the cremains of the human body for inurnment purposes.



Columbaria Purchase Agreement

Purchaser is subject to the rules and regulations of Ignatius House, which are subject to change from time to time, and all other terms set forth in this Agreement. This Agreement does not provide for any burial services other than placement of cremated remains in a niche at Ignatius House.

The Niches, their use and maintenance, are at all times subject to the management of Ignatius House; as constituted from time to time, or its duly organized committee to which the right to control, the maintenance and use thereof has been assigned.

The terms of this Agreement may be changed, modified, varied, amended, or altered at any time, at the sole discretion of Ignatius House, or its committee. The Purchaser understands that Purchaser does not acquire any property rights of any kind whatsoever, in or to the Niche that is reserved herein.

Disclaimers and Terms

All cremains of the human body must be in the urn supplied by Ignatius House. All engravings will be done only by Ignatius House or its designee. Each niche may contain up to two urns. Single Niches are not available. Discounts cannot be granted for the purchaser who requests only one urn.

If Ignatius House in its sole discretion at any time decides to change the location of the Columbarium, or to discontinue the use of the Columbarium or any part thereof, it may have the cremains of the human body removed from any Niche affected by such change or discontinuances and moved to another location. The Purchaser may designate another person (hereafter referred to as "Next of Kin") who may request, at their discretion, to have the cremains returned to them for inurnment at another location, thereby relinquishing use of the Niche to Ignatius House. If Next of Kin is not designated or unreachable, Ignatius House has the right to move the cremains as to another location as Ignatius House so decides.

Any holder of this Agreement is subject to all claims and defenses which the Purchaser could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder shall not exceed amounts paid by the Purchaser. If the Purchaser fails to make payment by any amount due hereunder, Ignatius House may cancel this Agreement and shall be released from any further obligation, hereunder or otherwise. If Ignatius House does not perform for any reason, and the Columbarium is not completed, all funds will be refunded to the Purchaser or if the Purchaser desires, the funds may be donated to Ignatius House and this Agreement will be terminated in its entirety.

This Agreement may be transferred to another party by the Purchaser; however, Purchaser understands and agrees that Ignatius House will not serve as a financial intermediary



Columbaria Purchase Agreement

between the Purchaser and the transferee. If this Agreement is transferred to another party, this transfer must be submitted in writing to Ignatius House.

The contact information of the transferee must be provided to Ignatius House so that a new Certificate of Remains can be completed.

Specific Niche locations will be assigned after successful reservation and Purchaser will be notified accordingly.

Accepted by Purchaser: (signature) _____

Printed name: _____ **Date:** _____

Accepted by Co-Purchaser: (signature) _____

Printed name: _____ **Date:** _____

Accepted by Ignatius House: (signature) _____

Printed name: _____ **Date:** _____

Title: _____