

# TERMS AND CONDITIONS

Iona-Hope Episcopal Church Inc., 9650 Gladiolus Drive, Fort Myers, Florida, 33908

Date \_\_\_\_\_

The following are the terms and conditions between the Purchaser, whose name appears in the Memorial Garden Agreement, and Iona-Hope Episcopal Church Inc., 9650 Gladiolus Drive, Fort Myers, Florida, 33908 hereby called "Church," relating to the Memorial Garden of said Church.

1. The use and maintenance of the Memorial Garden Columbarium and its niches are at all times subject to the management of the Rector or his or her designee, 9650 Gladiolus Drive, Fort Myers, Florida, 33908, in whom is vested the right and responsibility to control the maintenance and use thereof. The terms of this contract with respect to such maintenance and use may be changed, modified, varied, amended or altered at any time at the discretion of the Rector or his or her designee in consultation with the Vestry. The Purchaser agrees that by the payment herein made, said Purchaser does not acquire any property rights of any kind whatsoever in or to niche referred to in the Agreement. Purchasers will be limited to members of Iona-Hope Episcopal Church Inc., 9650 Gladiolus Drive, Fort Myers, Florida, 33908 and their immediate families.
2. Upon the death of the Purchaser, permission to inter ashes must be secured in writing from the Rector or his or her designee. The right of interment hereby given to the Purchaser shall not be assigned or transferred to another person. Should a niche (paid for but never occupied) not be used to hold the cremains designated in writing by the Purchaser, this niche will revert to the ownership of the Rector or his or her designee will re-imburse to the estate of the named Purchaser the initial cost of contracting for the use of that niche.
3. Iona-Hope Episcopal Church will provide for the Niche a suitable closed urn as part of the purchase. No other urn may be used. No material of any kind other than the urn containing human cremains may be placed in the niche. No urn containing ashes may be removed unless the consent of the Rector or his or her designee is first obtained. In the event of removal, all rights to the niche shall cease and terminate, and any rights given hereunder shall revert to the Church. In the event that the Church finds it necessary for any reason to discontinue the use of a portion or all of the columbarium, the Rector or his or her designee may, in its discretion, remove the urns and ashes therein, to such other location as it deems appropriate, reserving the right at all times to return the urn and cremains to the next of kin. No refunds shall be granted upon removal of cremains, regardless of the reason therefor. No right whatsoever shall exist in the heirs at law of the Purchaser, or anyone else, to have ashes removed from their location.
4. A purchaser of a single niche may with the permission of the Rector or his or her designee, update it to a double niche upon payment of \$500.00 and updating the application and agreement to reflect the identity of the additional occupant.

The Purchaser hereby acknowledges that the remains are non-recoverable in the future. No liability of any kind or character whatsoever is assumed by Church, its Rector, Wardens and Vestry employees, assigns, or others working through or on behalf of Church, for the maintenance or preservation of the ashes.

5. Plaques or other designations are provided by Church and are subject to complete control of the Church. They will be uniform and will be limited to the name of the deceased and birth and death dates of the deceased.
6. The Church agrees to exercise reasonable care in the maintenance of the Memorial Garden and Columbarium. No liability of any kind or character whatsoever is assumed by Church, Rector, Wardens and Vestry, employees, assigns, or others acting through or on behalf of Church for the maintenance or preservation of the ashes of the person interred there or for any loss or damage to the urns or ashes of such deceased person nor is any liability of any kind whatsoever assumed by Church, Rector, Wardens and Vestry, employees, assigns, or others acting through or on behalf of Church for any matter or thing related to the Memorial Garden and Columbarium, its use or subsequent maintenance.
7. The Rector or his or her designee may invite other clergy requested by the deceased to the Interment. With the invitation of the rector, that clergyperson may co-officiate at the interment when accompanied by one of the clergy of Church.
8. No flowers, plants or other decorations shall be placed in the Memorial Garden except as authorized by the Rector or his or her designee.
9. In the event a hurricane or other natural disaster results in irreparable destruction of the Memorial Garden, the Rector or his or her designee will cause a plaque to be installed in the church building, setting forth the names of all individuals interred in the Memorial Garden.
10. In the event Church determines to cease maintaining a Columbarium, it shall notify the Bishop of the Diocese of Southwest Florida and may notify any known family members of all persons who remains were interred in a niche in the Columbarium to give them the opportunity to recover and relocate such remains.