

**First Presbyterian Church of Hastings**  
**621 N. Lincoln Avenue**  
**Hastings, Nebraska 68901**

**Prayer Garden Columbarium/Memorial Wall**  
***Purchase Agreement and Reservation of Right of Inurnment***

This *Purchase Agreement and Reservation of Right of Inurnment*, hereinafter referred to as "Agreement" made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between First Presbyterian Church of Hastings, Nebraska, hereinafter referred to as the "Church," and \_\_\_\_\_ hereinafter referred to as "Purchaser."

Whereas, the Church has set aside an area of land known as the First Presbyterian Church Prayer Garden Columbarium/Memorial Wall, hereinafter referred to as "Columbarium", for the inurnment of the cremated remains in the columbarium or recognition on the Memorial Wall of current and past registered parishioners of the Church and their families, and

Whereas, the Church has established a set of *Rules and Regulations* governing eligibility and use of the Columbarium, and the Purchaser has received a copy and acknowledges understanding of the content thereof, and the said *Rules and Regulations* are incorporated as if fully set out herein, and Purchaser agrees to future changes in said *Rules and Regulations* that may be made by the Church, and

Whereas, The Church desires to sell and Purchaser desires to purchase a Reservation of Right of Inurnment in a niche in the Columbarium or inclusion on the Memorial Wall.

Now Therefore, in consideration of \$\_\_\_\_\_ paid for Inurnment niche/Memorial Wall recognition to the Church by Purchaser, the parties consent and agree with each other as follows;

1. The Church agrees to provide to Purchaser a niche in the Columbarium for the cremated remains of one or two people or inclusion of name(s) on Memorial Wall. If not named at the time of purchase, the cremated remains of each person assigned to the niche will be named at a later date by the Purchaser (or the Purchaser's designee) by amending this document. To ensure accuracy of inscriptions on the niche or the Memorial Wall, the Church's customized inscription order form must be completed and approved by Purchaser or, if needed, by Purchaser's designee.

a. Name of person assigned to niche or wall:

(print) \_\_\_\_\_

Relationship to Purchaser:

(print) \_\_\_\_\_

b. Name of person assigned to niche or wall:

(print) \_\_\_\_\_

Relationship to Purchaser:

(print) \_\_\_\_\_

2. The Church, as beneficial owner, shall retain title to said property and hereby grants to Purchaser the right to the use of the Columbarium Niche in accordance with the *Rules and Regulations* referred to above.

3. Purchaser authorizes the Church to relocate the Columbarium including cremated remains to another proper location should it become necessary for any reason, and this authorization shall be binding upon the heirs, executors, administrators and assigns of the Purchaser. Church will make every effort to notify Purchaser or Purchaser's heirs or executor of the new location.

4. Purchaser warrants a property right in and to the mortal remains of the person or persons anticipated to be inurned and further warrants he or she has authority to execute to this Agreement. The Church assumes no responsibility to inquire further into the authority of the person executing this *Agreement*.

5. ***Reservation of Right of Inurnment:*** One niche holding up to two urns located in the Columbarium. Niche reservations shall be identified by row and number and documented on the *Certificate of Inurnment*. Niche location depends upon availability at the time of purchase.

**6. Purchase Terms:** Purchaser agrees to pay the full purchase price for the niche, right of inurnment, reservation of use, and perpetual care. The purchase price includes cost of the urn(s), the engraving on the granite face of the niche, and shipping costs associated with engraving. The purchase price does not include the cost of cremation. The purchase prices as of November 2024 are

12x12 Double niche \$3750 12x12 Single Niche \$3275 Circle the selected niche

8x8 Double niche \$3150 8x8 Single niche \$2775

***Please confirm the current prices***

and are subject to change in the future. To ensure proper fit, urns are included in the purchase price and to ensure uniformity of appearance, engraving for all inscriptions will follow the same format. Engraving will be done by the Columbarium vendor.

**7. Acceptance:** This *Agreement* is not binding upon Church until approved and signed by an authorized Columbarium Committee member. When signed and accepted, this *Agreement* is binding upon Purchaser and Purchaser's executors, administrators, assigns and heirs.

**8. Cancellation:** Purchaser may cancel this purchase (with full refund) at any time up to midnight on the 10<sup>th</sup> business day following execution of the *Agreement by Purchaser and Church*.

**9. Limitations and Responsibilities:** Purchaser, by executing this *Agreement*, agrees that all cremated remains inurned in the Columbarium will be contained in a pre-approved, designated urn. Purchaser agrees that the urn, once inurned, may not be removed from the Columbarium without permission from the Church and then only in accordance with the rules and regulations of the City of Hastings and State of Nebraska.

Arrangements for inurnment, along with the opening and closing of the Columbarium niche will be the responsibility of the Church's Pastor or his designee. The memorialization on the niche faceplate or Memorial Wall will be limited to the names of the deceased, together with dates of birth and death. The First Presbyterian Church Prayer Garden and Columbarium Committee will oversee preservation of, policies pertaining to, and care for the Columbarium and grounds upon which it is located.

10. ***Certificate of Right of Inurnment:*** In the month following that in which payment is made in full, a *Certificate of Right of Inurnment or Certificate of Right to inclusion on the Memorial Wall* will be issued to the Purchaser by an officer of the Columbarium Committee.

11. ***Modification of Terms and Conditions:*** The terms and conditions herein may be modified, deleted, or amended without restriction from time to time by the Columbarium Committee of First Presbyterian Church of Hastings. Such terms and conditions and all amendments, deletions, or modifications thereof, shall apply to and be binding on the Purchaser, the Purchaser's designees and any successor-in-interest succeeding to any right under the *Agreement*.

12. ***Entire Agreement:*** This *Agreement*, along with the Rules and *Regulations* contains all the terms and conditions agreed upon between the Purchaser and the Church. Nothing which the Church or any representative of the Church has said changes the terms of this *Agreement*. The Purchaser understands and agrees that no official or other representative has made any verbal or written statement or commitment not contained in this *Agreement*.

13. ***Limitation of Liability:*** The Purchaser's payment for the use of a niche or space on the Memorial Wall is made without reservation, conditions or restrictions. It is the intention First Presbyterian Church to exercise reasonable and ongoing care in the maintenance of the Columbarium. However, neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility to the inurned Purchaser's estate or to any spouse, child, heir, or relative of the deceased individual for the preservation, loss of, or damage to, any cremated remains of any person inurned in the Columbarium, or for any loss or damage relating to the Columbarium from Acts of God, common enemy, vandalism, theft, malicious mischief, unavoidable accidents, riots or on order of any military or civilian authority, or any other cause.

14. ***Decorations:*** Decorations, such as flowers, wreaths and like items may not be placed

on the Columbarium or attached to the granite faceplates or on the Memorial Wall. Such items may be placed in a designated area and will be removed after three days. The Church will provide appropriate arrangements for Memorial Day, Veterans Day, Easter Season, Advent/Christmas, Mothers' and Fathers' Day.

15a. **Columbarium Engraving:** This Agreement includes the cost of engraving for Columbarium only. Information is limited to name, date and year of birth, plus date and year of death. Size of the lettering and font type will be uniform and in accordance with the font approved by the First Presbyterian Church Columbarium Committee.

15b. **Memorial Wall Engraving:** Memorial Wall cost is \$150 per name plate (one line) plus the cost of engraving and shipping.

16. **Title Not Acquired:** This Purchase Agreement does not provide Purchaser with title to any real estate or real property. This Agreement only provides Purchaser with the right of inurnment in the designated niche space of the Columbarium or place on the Memorial Wall.

17. **Church Rights:** If Church is unable to fulfill any part of this Agreement owing to an Act of God, invasion, war, riot, court order and any other unforeseen contingency, or due to mistake, fraud or misrepresentation on the part of the Purchaser, the Church's sole obligation and responsibility shall be to return to Purchaser all monies paid hereunder and this Agreement shall become null and void.

18. **Regulations:** Appearance on the Memorial Wall or the right of Inurnment and subsequent use of all spaces shall at all times be subject to all *the regulations and definitions pertaining to Christian Burial of the Presbyterian Church as outlined in The Book of Order* now in force or later enacted for the control, government and management of such purposes, and Purchaser agrees to comply with them, as well as the Columbarium *Rules and Regulations* together with all future amendments or alterations therein.

**19. Transfer, Sale and Assignment:** Purchasers may not assign, sell, or transfer the Reservation of Right of Inurnment herein. However, Purchasers of a Reservation of Right of Inurnment may, if necessary or desired, return such reservation to Church. Monies paid shall be refunded minus any costs associated with the cost of a replacement granite faceplate. Any subsequent Purchaser of the returned Reservation of Right of Inurnment must execute a Purchase Agreement and accept all the terms and conditions of the Purchase Agreement, as well as the Rules and Regulations.

**20. Transfer by Probate:** Upon Death: The Church will comply with all probate laws of Nebraska with regard to the transfer and assignment of any Reservation of Right of Inurnment herein whether by intestate succession, probate of will, testamentary trust, or by non-probate passage, such as joint tenancy or living trust. Seller will comply with all directions, and instructions from duly authorized executors, trustees, and administrators as a passage or succession of purchased space reservations, herein, as well as special instructions or requests regarding the service of inurnment, to the extent such requests are consistent with the Rules and Regulations and are included in the inurnment costs. The heir, assignee or transferee by any form of inheritance must execute an Assignment of this Agreement, and accept all terms and conditions as set forth in the section titled "Transfer, Sale and Assignment." In the case of minors or adult incompetents such acceptance shall be executed by the guardian, guardian ad litem, trustee, or such other person as is charged with the power to act on behalf of that individual and commits such individual to the same extent as in other matters of comparable gravity.

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Purchaser Signature

Date

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Purchaser Signature

Date

Prayer Garden Columbarium/Memorial Wall Committee (Chair) or Clergy, Signature      Date

For additional information please refer to :

**FIRST PRESBYTERIAN CHURCH COLUMBARIUM MEMORIAL WALL POLICIES AND PROCEDURES**

**RIGHT OF INURNMENT CERTIFICATE**

**MEMORIAL WALL RULES**

**CERTIFICATE OF RIGHT TO INCLUSION ON MEMORIAL WALL**

**NICHE PRICING AND PAYMENT OPTIONS**

**May 23, 2025**