

**AGREEMENT FOR RESERVATION OF NICHE USE
IN THE COLUMBARIUM
OF THE
WINNETKA COVENANT CHURCH**

THIS AGREEMENT is made on the _____ day of _____, 20__ by and between The Winnetka Covenant Church (hereinafter the "Church") and _____ and _____, (hereinafter individually or jointly the "Purchaser").

WHEREAS, the Church has a Columbarium (the "Columbarium") on its property located at 1200 Hibbard Road, Winnetka, Illinois to be used for the inurnment of the cremated human remains;

WHEREAS, the Purchaser desires to purchase from the Church a reservation for use of a niche for the inurnment of Designee or Designees in the Columbarium subject to the terms and conditions of this Agreement and the Rules and Regulations for use of the Memorial Garden and Columbarium in effect from time to time; and

WHEREAS, the Purchaser has paid to the Church \$_____ (the "Purchase Price"), the sufficiency and receipt of which the Church hereby acknowledges,

NOW THEREFORE, in consideration of the foregoing recitals and other promises and agreements as set forth herein, the Church and Purchaser agree as follows:

1. The Church acknowledges that the Purchaser has paid at the time of executing this Agreement the full price for the reservation of a niche in the Columbarium.
2. Purchaser shall have the right to use Columbarium Niche No.____ in accordance with the terms and conditions of this Agreement.
3. The rights to use a columbarium niche that are granted to Purchaser herein shall lapse upon the happening of one or more of the following events:
 - A. Inurnment or interment elsewhere of Designee (or both Designees if there are two) identified in paragraph 9 of this Agreement.
 - B. In the event that no inurnment in the Church's Columbarium shall have occurred within three years after the death of Designee (or both Designee if there are two) identified in paragraph 9 of this Agreement, unless the Church in its sole discretion agrees to extend the reservation thereafter.

Upon lapse of the rights to use a niche in the Columbarium, the Church shall be entitled to resell the use of that niche.

4. The Church has adopted Rules and Regulations for the Memorial Garden and Columbarium. Purchaser acknowledges that the Church may in its sole discretion amend those Rules and

Regulations from time to time. Copies of the Rules and Regulations will be available in the Church Office during hours when the office is open. Purchaser agrees that the use of a niche and all rights and obligations under this Agreement are subject to those Rules and Regulations as amended from time to time.

5. Purchaser may not sell, transfer, or encumber the right to use a niche. Purchaser may at any time before the rights to use a niche lapse surrender to the Church the right to use the niche. The Church shall within sixty (60) days after receipt of written notice of such surrender refund to Purchaser of the original purchase price, less an administrative fee of \$300.00.
6. The purchase of a reservation to use a niche does not convey to Purchaser any property interest in the niche, Memorial Garden and Columbarium, or any other property (real or personal) of the Church, title to all of which shall at all times remain with the Church.
7. Purchaser agrees that, except in cases of gross negligence by the Church, neither the Church nor anyone acting on behalf of the Church shall be responsible for any damage to the Columbarium or its contents.
8. NEITHER THE CHURCH NOR ANYONE ACTING ON BEHALF OF THE CHURCH SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE CHURCH OR ANYONE ACTING ON BEHALF OF THE CHURCH FOR ALL CLAIMS , IN TORT, CONTRACT, OR OTHERWISE, RELATED IN ANY WAY TO THIS AGREEMENT OR THE USE OF A NICHE IN THE COLUMBARIUM SHALL BE LIMITED TO RETURN OF THE ORIGINAL PURCHASE PRICE PAID BY PURCHASER.
9. The niche whose use is reserved by this Agreement will be used to inurn the cremated remains of the following individual(s) (the "Designee(s)"):
 - _____
 - (name)
 - _____
 - (name)

10. While the Church presently anticipates that it shall operate the Memorial Garden and Columbarium at its present location for the foreseeable future, no representation is made that the Memorial Garden and Columbarium shall be maintained by the Church in perpetuity. Purchaser acknowledges that the Church may in its sole discretion decide to cease operating the Memorial Garden and Columbarium.
11. The Church provides only use of a niche for the inurnment of cremated human remains in a container. By its design and construction, the niche may not be weatherproof nor corrosion proof. No warranty, representation or agreement is or can be made concerning the effects of weather, exposure, or time upon remains inurned in a niche.
12. By this Agreement, the Church provides only the use of a niche. The Church does not agree to perform, arrange, or pay for the cremation of the bodies of persons to be inurned.

- 13.** The Purchase Price for use of a niche includes the costs of engraving and placing a memorial plaque on the exterior of the niche.
- 14.** It shall be the sole responsibility of the Purchaser to keep the Church advised at all times of the Purchaser's current mailing addresses. Purchaser acknowledges that the Church has no such responsibility.
- 15.** The Church retains the absolute right, in its sole discretion, to remove containers of remains, niches and niche covers and to relocate all or any part of the Columbarium (including niches) as it may deem necessary or advisable. If the Church deems it advisable to relocate an existing niche for any reason, the Church will use reasonable efforts to provide another niche and will endeavor to advise the next of kin of the new location and the reason for the transfer.
- 16.** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to and shall not provide rights to any other parties.
- 17.** This Agreement will be construed and governed by the laws of the State of Illinois, and venue for all disputes in any manner related to this Agreement or the Columbarium shall be in any court in Cook County, Illinois. All parties hereto and anyone claiming rights hereunder submit to the jurisdiction of the courts located in Cook County, Illinois. In the event that the Church (or anyone acting on behalf of the Church) is the prevailing party in litigation concerning this Agreement or the Columbarium, the parties agree that the Church (or any person acting on behalf of the Church) shall be awarded its reasonable costs in such litigation, including reasonable attorney's fees incurred therein.
- 18.** This Agreement, along with the incorporated Rules and Regulations, constitutes the entire agreement between the parties concerning use of a niche in the Columbarium.

Purchaser(s):

On behalf of Winnetka Covenant Church

/s/ _____

/s/ _____

/s/ _____

/s/ _____

Signed this _____ day of _____, 20__