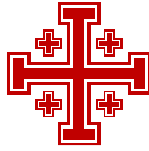


The Episcopal Church of the
Holy Cross



Memorial Garden

CERTIFICATE OF PURCHASE

Date

This certificate acknowledges receipt by The Church of the Holy Cross from _____, the sum of _____

for the niche identified as niche number _____. This niche may be used for the interment of one two remains.

(Strike out either "one" or "two" and initial.)

The right to use the niche is granted pursuant to the Statement of Policy which relates to the Memorial Garden adopted by the Rector, Wardens and Vestry of The Church of the Holy Cross and is also subject to other rules and regulations of Holy Cross now in existence or hereafter adopted concerning the Memorial Garden including conditions appearing on the Certificate of Purchase.

Buyer is reminded that the right to use the niche is not a right in or to real estate. This right is granted exclusively to the buyer. If asked by the buyer, Holy Cross will repurchase this right at the then current price or the price paid by the buyer whichever is the lesser. Payment will be made when Holy Cross has resold this right to a new buyer.

Buyer

The Rev. Jim Eichner, Rector

Regulations and Conditions

1. The purchase price for the exclusive right to use a niche is \$2,000. No additional fee is charged for interring the urn.
 - a. The price may be changed by the vestry at any time but the price shall be uniform at any given time.
 - b. Requests to reserve a specific niche location shall be honored to the extent possible based on availability.
 - c. If two urns are planned for a single niche, the name and dates of birth and death of the first interment will be engraved above the center line. The second name will not be engraved until the urn containing the ashes of the second person is interred.
 - d. Urns may be purchased from Holy Cross.
 - e. Urns must be of durable permanent construction and shall be of nominal / moderate value. Because of space limitations and lack of visibility, it is suggested that the standard “urn” (container) be used for the cremated remains; use of upgrade or custom urns often creates difficulties.
 - f. After the right to use a niche has been purchased, but prior to interment of ashes in the niche, the purchaser has the option to sell or donate his or her rights in the niche back to Holy Cross. The resale price will be the original price paid or the then-current purchase price, whichever is less. The purchaser will be paid as soon as Holy Cross is able to re-sell the niche to another purchaser.
 - g. No other objects, valuables, or items may be placed in the niche.
 - h. At the time of purchase, purchaser shall designate the person(s) whose remains may be interred in the niche. During his or her lifetime, purchaser may, from time to time, change the designation of the person(s) whose remains may be interred by notice in writing delivered to and accepted by Holy Cross. After the purchaser’s death the right to designate use of an unoccupied niche may be exercised by any person designated by purchaser in his or her will, or, if there is no will, by purchaser’s personal representative.
 - i. Legal title to all niches shall at all times remain with Holy Cross.
 - j. The right of interment granted to the purchaser to use a niche or whose name is inscribed on a column shall cease if the present church property is no longer owned by Holy Cross, or the present church edifice is demolished or if it is no longer feasible to maintain the Memorial Garden, and that opinion is held by the Rector and Vestry of Holy Cross. In the event of such termination of such right, Holy Cross shall remove and dispose of the remains in such manner as it shall deem proper.

2. The purchase price of an engraved name and dates on a column is \$1,000. No additional fee is charged for direct interring of ashes.
 - a. The price may be changed by the vestry at any time but the price shall be uniform at any given time.
 - b. If a second, third or more related names are planned for sequential engraving on a column; the names of those living may be engraved sequentially with spacing allowed for later engraving of the dates of birth and death.

- c. Interment of ashes without engraving is not permitted. Engraving without interment of ashes is permitted where interment is elsewhere or following the name of the deceased as described above.
3. Addition regulations applying to both niches and columns follow.
- a. Font style will be Dutch 801. No other font may be used. Sample Text follows:
 - b. Names will be $\frac{3}{4}$ inch in height. Dates will be $\frac{1}{2}$ inch in height. Only first, middle and last names are allowed. Initials may be used.
 - c. Maiden names in place of middle names are acceptable.
 - d. Suffixes such as Jr. or III are permitted. No titles such as Dr., D.D.S., Rev., CPA, or Lt. Commander, USN Retired are allowed.
 - e. No other emblems and/or inscriptions other than Name and Dates are allowed.
 - f. The date (example March 29, 1929) shall be inscribed as follows: Mar. 29, 1929
 - g. Abbreviation of the months shall be as follows:
Jan., Feb., Mar., Apr., May, Jun., Jul., Aug., Sep., Oct., Nov., Dec.
 - h. Holy Cross will determine all plantings, furnishings or any ornamentation of the Memorial Garden. Any and all flowers or other objects placed in the Memorial Garden at any time will be removed by Holy Cross at a time of its choosing.
 - i. Purchasers must be a natural person or the personal representative of a deceased or incompetent person.
 - j. Except with the written consent of Holy Cross, or as set forth above, purchasers' rights may not be assigned, transferred or inherited, and shall not be subject to claims or creditors.
 - k. Rights granted are, and for all purposes shall be, deemed to be personal property only.
 - l. Cremated human remains only may be interred.
 - m. Use of niches and the columns is restricted to current and former members of Holy Cross and their families. Exceptions to this requirement may be made if approved jointly by the Rector and the Peoples Warden.
 - n. At the discretion of the Rector, Holy Cross will offer financial support for any otherwise qualified interment.
 - o. It is the responsibility of the user, the user's family or heirs to make arrangements with the parish clergy for interment services. Cremation of the deceased is the responsibility of the surviving family.