



Mount St. Francis Columbarium

Sisters of St. Francis of Colorado Springs, Inc.

APPLICATION AND AGREEMENT

Regarding Inurnment Rights in the MSF Columbarium

at

7665 Assisi Heights, Colorado Springs, CO 80919
719-955-3845

_____ (initial) I certify that I have read the *Policies and Procedures* for MSF Columbarium.

PLEASE PRINT ALL INFORMATION

Applicant/Owner of Record:

Name: First _____ Middle _____ Last _____

Address: _____

Phone: Home: _____ Cell: _____

Email: _____

Names of person to be inurned in this niche:

First _____ Middle _____ Last _____

Birth Date _____ Relationship to Applicant _____

Applicant's Designee in the event of Applicant's incapacity or death:

Name: First _____ Middle _____ Last _____

Address: _____

Phone: Home: _____ Cell: _____

Email: _____

Applicant's Alternate Contact Person in the event of Applicant's and/or Designee's incapacity or death:

Name: First _____ Middle _____ Last _____

Address: _____

Phone: Home: _____ Cell: _____

Email: _____

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THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Sisters of St. Francis of Colorado Springs, Inc., hereinafter called "SOSF", and _____ hereinafter called the "Applicant".

In consideration of the payment by Applicant of the agreed fee and the mutual promises contained herein, SOSF and the Applicant agree as follows:

THE APPLICANT AGREES:

- Niche. To select a niche from the available inventory.
- Rights. No cremains may be inurned in any niche except those for the person listed on the Certificate to Right of Inurnment for the niche.
- Designee. Applicant agrees to direct Designee to advise SOSF of any change in the contact information.
- Engraving. To provide and approve the information before the engraving is placed by SOSF on the front of the niche.
- Payment of Fees. To transmit the fee according to the current *Schedule of Fees*, a copy of which has been provided to the Applicant.
- Compliance with Rule. To comply at all times with all policies and procedures heretofore or hereafter promulgated and adopted by SOSF for the operation of the Columbarium which are enforceable by the SOSF and its successors. The Applicant acknowledges receipt of a copy of the *Policies and Procedures*. There shall be no inurnment without the approval of the SOSF Columbarium Administrator.

OSF AGREES:

- Inurnment. OSF agrees to accept the cremains of Applicant for inurnment in tower wall _____ niche number _____ in MSF Columbarium for the fee of \$ _____ in accordance with the current *Schedule of Fees*.
- Care and Maintenance. To provide reasonable care and maintenance of the Columbarium, including architectural features, as long as the Columbarium is in existence.
- Permanent Records. To maintain accurate permanent records of the *Application and Agreement Regarding Inurnment Rights in the Columbarium* and of the names of the deceased and the location in the Columbarium where each person's ashes have been inurned.
- Furnish Policies and Procedures. To make available to all Applicants a copy of amendments to the *Policies and Procedures*, promptly following enactment.

IT IS MUTUALLY AGREED:

- Transfer. SOSF shall have full and complete control over said urn once it has been sealed and inurned. Upon application by Designee, said urn may be removed, at the cost of the Designee.

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- Refund Policy. If Applicant no longer wants the Right of Inurnment, they shall have the right to a refund from SOSF of a sum equal to the cost at time of purchase with no interest thereon, less any applicable administrative fee as defined in the Schedule of Fees, upon surrender of the signed Application and Agreement Regarding Inurnment Rights in the Columbarium.
- Relocation of Columbarium. SOSF shall have the authority and right to exhume and re-inurn ashes, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary to relocate the Columbarium. SOSF shall make reasonable, good faith efforts to notify each Applicant, or such person's surviving kin, in advance of such relocation.
- Entire Agreement. The agreement, together with the *Policies and Procedures* incorporated herein, constitute the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.
This agreement is binding upon the parties hereto, their heirs, representatives, successors, and assigns. If any provision of the agreement shall be determined illegal or unenforceable, it shall not affect the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed in duplicate originals this *Application and Agreement Regarding Inurnment Rights in the MSF Columbarium*, each of which shall constitute an original,

This the _____ day of _____, _____.

Applicant Name

Applicant Signature

Representative of MSF Columbarium Signature

