

**Apex United Methodist Church**  
**Contract of Purchase and Perpetual Care of a Niche in the**  
**Apex United Methodist Church Memorial Garden (Rev. 11/19/23)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between Apex United Methodist Church, 100 South Hughes Street, Apex, North Carolina 27502  
( hereinafter "AUMC") and (full legal name) \_\_\_\_\_

\_\_\_\_\_ (hereinafter "Purchaser"),

whose current home address is (number/street) \_\_\_\_\_

(city) \_\_\_\_\_, (state) \_\_\_\_\_ (Zip Code) \_\_\_\_\_

**WHEREAS**, AUMC has designated a plot of land on its premises known as the Apex United Methodist Church Memorial Garden, which contains a columbarium that is designated as a repository for the cremated ashes of eligible persons; and

**WHEREAS**, AUMC has established a set of Guidelines governing eligibility and use of the Memorial Garden, a copy of which is attached and fully incorporated into the terms of this contract; and

**WHEREAS**, Purchaser has received a copy of the Guidelines and has had an opportunity to review such Guidelines; and

**WHEREAS**, AUMC desires to grant the use and Purchaser desires to purchase the use of a niche in the columbarium;

**NOW, THEREFORE**, in consideration of \$ \_\_\_\_\_ (amount in numbers) ,  
\$ \_\_\_\_\_ (amount in words), which is **\$3200** per niche  
beginning 1/1/23, the parties (AUMC and Purchaser) hereby agree as follows:

1. AUMC agrees to provide Purchaser a designated niche within the Columbarium for inurnment of the cremated remains of one or two eligible persons.
2. AUMC agrees to provide a niche cover inscribed with the name, date of birth, and date of death of the person(s) to be inurned in the purchased niche (cost of engraving to be covered by Purchaser).
3. AUMC agrees to open and close Purchaser's niche at time of inurnment and to provide perpetual care of the niche, Columbarium, and surrounding area in the Memorial Garden.
4. AUMC shall retain title to Purchaser's niche but will grant to Purchaser the right to the use of Purchaser's individual niche in accordance with the Guidelines above referenced.
5. Purchaser authorizes AUMC to relocate the Memorial Garden, Purchaser's niche, and the cremated remains therein to another location if relocation should become necessary for any reason, and this authorization shall be binding upon Purchaser's heirs, executors, administrators and assigns.
6. Purchaser warrants that he/she has all right, title and interest in and to the mortal remains of the persons anticipated to be inurned at the Memorial Garden and further warrants that he/she has full right and authority to execute this contract. AUMC has and

assumes no responsibility to inquire further into the authority of the persons executing this contract.

7. Purchaser or lawful representative of the deceased may request the opening of Purchaser's niche by contacting a member of the Memorial Garden Committee for the making of inurnment arrangements.
8. Purchaser or lawful representative of the deceased shall furnish AUMC with the following information concerning the person(s) whose remains are to be inurned in the Memorial Garden niche reserved herein. It is the responsibility of the Purchaser or his/her lawful representative to notify AUMC of any future changes (e.g. name and other changes) in a timely manner.

Name (as desired) in first position on faceplate:

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Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_

Name (as desired) in second position on faceplate, if applicable:

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Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_

9. Prior to inurnment, all outstanding payments shall be due and payable. Total payment shall be made according to the schedule indicated in the Guidelines upon signature of this contract. The payment schedule selected is:

\$ \_\_\_\_\_ Total Payment made on this date: \_\_\_\_\_, \_\_\_\_\_ OR

\$ \_\_\_\_\_ Initial Payment made on this date: \_\_\_\_\_, \_\_\_\_\_, with balance to be paid as scheduled in the Guidelines. (Attach copy of check to original contract.)

10. AUMC and Purchaser agree to be bound by the Guidelines referenced herein and attached to this contract.
11. Purchaser or lawful representative shall furnish AUMC with the following information concerning next-of-kin. This information will be used by AUMC for notification purposes in the event the Purchaser cannot be contacted for any reason. Purchaser and lawful representative or successor are responsible for updating or replacing this information.

Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

**(Rev. 12/19/23)**

Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

12. This contract and Guidelines referenced herein constitute the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between these parties are merged herein. This contract may not be changed orally, but only by agreement in writing by both AUMC and Purchaser. No waiver of any of the provisions to this contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this contract shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, personal representatives, successors and assigns. The provisions of this contract shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. This contract may be deemed an original and all of which taken together shall constitute one and the same instrument.

**Niche Reserved for Purchaser: Niche # \_\_\_\_\_**

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed under seal as of the day and year written.

**Apex United Methodist Church**

Trustee Signature: \_\_\_\_\_ (signature) Date \_\_\_\_\_  
\_\_\_\_\_ (print)

**Purchaser #1:** \_\_\_\_\_ (Signature) Date \_\_\_\_\_  
\_\_\_\_\_ (Print) Phone \_\_\_\_\_

Full Address \_\_\_\_\_

Email Address \_\_\_\_\_

**Purchaser #2 (if applicable):** \_\_\_\_\_ (Signature)

Date \_\_\_\_\_ (Print) Phone \_\_\_\_\_

Full Address \_\_\_\_\_

Email Address \_\_\_\_\_

**Revised 12/19/23**