



SAINT ROSE OF LIMA SANTA ROSA DE LIMA

Columbarium Niche Subscriber Agreement

This Agreement is made the _____ day of _____, 2025, by and between the Parish and [SUBSCRIBER NAME], (the "Subscriber"). The Parish and Subscriber shall hereafter be referred to as the "Parties."

Whereas, the Parish has set aside a place of inurnment for cremated remains (cremains) in the Parish Columbarium located on the Parish property.

Whereas, the Subscriber desires to subscribe to a niche in the Parish Columbarium for the cremains of the individual(s) named herein and on the Parish Approved Columbarium Niche Subscriber Application (Attachment A), subject to the Parish Columbarium Policies and Regulations (the "PCPR").

Now, in consideration of the sum of \$_____ (the "Subscription Fee") paid to the Parish by the Subscriber, the Parties agree as follows:

- Subscription Fee.** The Subscription Fee shall purchase a niche subscription for those eligible and approved persons named herein and in the Parish Approved Columbarium Niche Subscriber Application, covering those subscription costs as set out in the PCPR. The Subscription Fee serves as payment in full for access to a niche in the Parish Columbarium, including an unengraved nameplate, subject to the PCPR terms. The niche will accommodate the cremains of one (1) or two (2) persons in separate urns. If the nameplate engraving and/or urn(s) were paid in advance, these will be supplied by the Parish from Parish approved vendors in the time and manner communicated by the Parish.
- Incorporation of the Parish Columbarium Policies and Regulations (PCPR).** Subscriber confirms that they have received a copy of the PCPR and that they have read and understood the PCPR. The Parties agree that the PCPR are incorporated herein as if set out in full and are an integral part of this Agreement. The parties understand and agree that the PCPR may be amended from time to time and, after formal approval by the Parish and Columbarium Board, these shall become part of this Agreement (the "Amended PCPR"). After formal approval of the Amended PCPR, the Parties agree that the Amended PCPR shall supersede any prior PCPR (the "Prior PCPR") and the Prior PCPR shall be void and of no further force or effect. To the extent a conflict between the PCPR, the Amended PCPR if applicable, and this Agreement, the PCPR or Amended PCPR, shall control.
- Columbarium Contingency and Refunds.** Subscriber understands that as of the signing of this Agreement, construction of the Parish Columbarium may not be complete. If a person named herein and on the Parish Approved Columbarium Niche Subscriber Application dies prior to completion of construction, arrangements for storing the deceased person's cremains is the sole responsibility of the Columbarium Niche Subscriber's heirs or legal representatives. At the time construction of the Parish Columbarium is complete, notification will be given by the Parish to the Columbarium Niche Subscriber's heirs or legal representatives that inurnment in the Parish Columbarium may proceed. If construction of

the Parish Columbarium does not arrive to completion due to insufficient sales to cover initial phase costs, any pre-construction monies paid will be fully refunded.

4. **No Ownership or Property Rights.** Subscriber understands that they acquire no property rights to the niche. The assignment of niches is the sole responsibility of Parish Administration and the Columbarium Board, and shall be confirmed to the Subscriber in writing.
5. **No Funeral Arrangements.** The Parish assumes no responsibility for any final funeral arrangements including but not limited to the cremation, inurnment in the urn or the Funeral Liturgy. These arrangements are to be made by the Subscriber, the Subscriber's heirs or the Subscriber's legal representatives with their Funeral Home of choice and the Parish Office.
6. **Legal Compliance.** All inurnments and disinurnments shall comply with applicable Federal, State, and local laws, including Tennessee Code Annotated § 62-5-701 et seq.
7. **Limitation of Liability.** Neither the Parish, its pastoral and clergy staff, any member of the Board or any other parish committee, any member of the Parish Administration, any employee or volunteer of the Parish, or any employee and pastoral staff of the Diocese of Nashville (all of the foregoing hereinafter referred to as the "Protected Persons") shall be liable to any Subscriber or such Subscriber's heirs or legal representatives, or to any other person, firm or entity for carrying out the written directions of a decedent or the directions of those persons entitled to control the disposition of the decedent's remains as set forth in this Agreement. Further, no Protected Person shall be liable for any loss or damage to the Parish Columbarium, any niche, or the contents thereof. Nor shall any Protected Person be liable or responsible for any death of or injury to, or other loss or damage suffered by, the Subscriber or any member of the Subscriber's family, any invitee or guest of the Subscriber or any other person, firm or entity, arising out of or resulting from any use of or access to the Columbarium or any other property of the Parish or relating in any manner to the grant of inurnment rights.
8. **Release and Hold Harmless.** Subscriber and Subscriber's heirs and legal representatives release and agree to hold harmless each Protected Person from any liability or responsibility described in this Agreement and any loss, damages, costs, expenses, claim or cause of action relating thereto (including, but not limited to, reasonable attorney's fees) to the fullest extent permitted by law for any liabilities and responsibilities arising out of or resulting from, in whole or in part, negligence or gross negligence by any Protected Person, whether through act or omission. This Paragraph does not limit or impair any statutory or other immunity or limitation of liability available to the Parish or any other Protected Person. In no event shall the Parish or any Protected Person be liable for indirect, special, or consequential damages arising from or relating to the Parish Columbarium or inurnment rights of a Subscriber or any person claiming by or through a Subscriber.
9. **Dispute Resolution.** Should there be a dispute under this Agreement, the dispute may be referred to the Judicial Vicar of the Catholic Diocese of Nashville and his office for consideration. If further consideration becomes necessary, the matter may be submitted to the Bishop of the Catholic Diocese of Nashville. The parties agree the final decision regarding this Agreement and any breach of or dispute hereunder shall rest with the Bishop of the Catholic Diocese of Nashville, whose decision shall be final in all respects. Both parties waive any right of further appeal or recourse to either ecclesiastical or civil courts. In the event of

any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

10. Severability. If any provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

11. Entire Agreement. This Agreement, together with the incorporated PCPR, contains the entire understanding and agreement between the parties relating to the subject matters contained herein, including all the terms and conditions of the parties' agreement. This Agreement, together with the incorporated PCPR, supersede any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral and shall not be amended except by a written document executed by both parties.

12. Subscriber Acknowledgement. Subscriber acknowledges that they have read, accept and agree to be bound by the terms and conditions contained in this Agreement. Subscriber further acknowledges that to execute this agreement, the Subscriber must possess a Parish Approved Columbarium Niche Subscriber Application; have read, understood, agreed to the terms of and signed the PCPR; and completed full payment for their niche.

SUBSCRIBER

Printed name: _____

Signature: _____

Date: _____

AUTHORIZED PARISH ADMINISTRATION REPRESENTATIVE

Printed name & title: _____

Signature: _____

Date: _____

Attachment A Subscriber's Parish Approved Columbarium Niche Subscriber Application