



## SAINT ROSE OF LIMA SANTA ROSA DE LIMA

### COLUMBARIUM NICHE SUBSCRIBER AGREEMENT ASSIGNMENT

This Columbarium Niche Subscriber Agreement Assignment ("Assignment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ [Assignor Full Name], hereinafter referred to as the "Assignor," and \_\_\_\_\_ [Assignee Full Name], hereinafter referred to as the "Assignee."

#### WITNESSETH:

WHEREAS, Assignor is the current niche subscriber in the Parish Columbarium, having executed a Columbarium Niche Subscriber Agreement attached hereto as **EXHIBIT A** and incorporated by reference as if recited verbatim;

WHEREAS, Assignor attests Assignor has complied with the Parish Columbarium Policies and Regulations attached hereto as **EXHIBIT B** and incorporated by reference as if recited verbatim;

WHEREAS, Assignor desires to assign all rights, title, and interest in and to the Columbarium Niche Subscriber Agreement to Assignee;

WHEREAS, Assignee desires to accept such assignment and agrees to be bound by all terms and conditions of the Parish Columbarium Policies and Regulations and the Columbarium Niche Subscriber Agreement;

WHEREAS, the Parties recognize that this Assignment is subject to the final approval of the Parish Administration and the Columbarium Board of the Parish, the date of said final approval shall be construed as the "Effective Date" of this Assignment.

The Parties, THEREFORE, in consideration of the mutual promises and covenants herein contained, agree as follows:

#### Agreement:

1. **Incorporation of the Parish Columbarium Policies and Regulations.** Assignee confirms that they have received, read, and understood the Parish Columbarium Policies and Regulations ("PCPR"). The Parties agree that the PCPR are incorporated herein as if set out in full and are an integral part of this Assignment.

2. **Assignment of Rights.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, title, and interest in and to the niche subscription, subject to the terms and conditions of the PCPR and the Columbarium Niche Subscriber Agreement, said conveyance subject to the approval by the Parish Administration and the Columbarium Board.

3. **Acceptance of Assignment.** Assignee hereby accepts all of Assignor's rights, title, and interest in and to the niche subscription, subject to the terms and conditions of the PCPR and the Columbarium Niche Subscriber Agreement, said acceptance subject to the approval by the Parish Administration and the Columbarium Board.

4. **No Release of Assignor.** Assignor shall remain liable for any and all obligations, liabilities, or breaches arising under or related to the niche subscription that occurred prior to the Effective Date of this Assignment. This Assignment shall not be construed to release Assignor from any such prior obligations or liabilities.

5. **Legal Compliance.** All inurnments and disinurnments shall comply with applicable Federal, State, and local laws, including Tennessee Code Annotated § 62-5-701, *et seq.*

6. **Compliance with Policies.** Assignee agrees to be bound by and comply with all provisions of the PCPR, as may be amended from time to time, and to execute all required documentation, including, but not limited to, the Columbarium Niche Subscriber Agreement and Consent Agreement in the PCPR indicating an understanding and acceptance of the terms therein, and to remit any applicable fees as required by the Parish.

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 Catholic Diocese of Nashville (all of the foregoing hereinafter referred to as the "Protected Persons") shall be liable to Assignor or Assignee, or Assignor or Assignee'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 Assignment. 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, Assignor or Assignee or any member of the Assignor or Assignee's family, any invitee or guest of the Assignor or Assignee 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.** Both Assignor and Assignee, as well as Assignor and Assignee's heirs and legal representatives, release and agree to hold harmless each Protected Person from any liability or responsibility described in this Assignment 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 the Assignor or Assignee or any person claiming by or through the Assignor or Assignee.

9. **Dispute Resolution.** Should there be a dispute under this Assignment, 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 Assignment 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 Assignment, 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 Assignment 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 Assignment shall not be affected thereby, and it is also the intention of the parties to this Assignment that in lieu of each provision of this Assignment that is illegal, invalid or unenforceable, there be added as a part of this Assignment 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 Assignment, together with the incorporated Columbarium Niche Subscriber Agreement and Parish Columbarium Policies and Regulations, 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 Assignment, together with the incorporated Columbarium Niche Subscriber Agreement and Parish Columbarium Policies and Regulations, 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. **Acknowledgement.** Assignor and Assignee acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Assignment. Assignor and Assignee further acknowledge that, to execute this Assignment, they must (i) possess an approved Columbarium Niche Subscriber Application on file with the Parish, (ii) have signed a Columbarium Niche Subscriber Agreement, and (iii) have reviewed, accepted, and signed the Parish Columbarium Policies and Regulations.

13. **Approval Required.** THIS ASSIGNMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS APPROVED IN WRITING BY THE PARISH ADMINISTRATION AND THE COLUMBARIUM BOARD. THE PARISH RESERVES THE RIGHT TO WITHHOLD APPROVAL IN ITS SOLE DISCRETION.

**IN WITNESS WHEREOF,** the undersigned Assignor and Assignee have executed this Columbarium Niche Subscriber Agreement Assignment as of the date first written above, acknowledging that this Assignment shall be subject to and contingent upon written approval by the Parish Administration and the Columbarium Board, without which this Assignment shall be null and void.

**ASSIGNOR:**

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZED PARISH ADMINISTRATION REPRESENTATIVE:**

Printed name & title: \_\_\_\_\_

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_