



MEMORIAL GARDEN AND COLUMBARIA

Donation/Purchase Agreement

Valley Chapel, a Church of the Nazarene
14 Hunter Road, Uxbridge MA 01569

PAYMENT: _____

SELLER: Valley Chapel, a Church of the Nazarene ("Church")
14 Hunter Road, Uxbridge MA 01569

DONOR(S)/PURCHASER(S): _____
Name(s) to appear on Certificate of License Ownership

Address City State ZIP Phone

NICHE NO(S) _____

1. DONATION/SALE: Valley Chapel hereby sells to and accepts a donation from the Donor/Purchaser, and the Donor/Purchaser hereby donates to and buys from the Church, the right, privilege, and license for the perpetual use, but subject to revocation in certain circumstances as described in Paragraph 8 of this Agreement, of the companion niche(s) indicated above at the Memorial Garden and Columbaria at Valley Chapel for the inurnment of cremated human remains together with the related services described in this Agreement. **Each companion niche shall not be used for the inurnment of more than the cremated remains of two (2) persons placed in urns that are no larger than 10" high and 6" wide.** The Donor/Purchaser represents that the niche(s) are being acquired for use as inurnment spaces for the Donor/Purchaser or the Donor/Purchaser's family and not for speculation or investment. All companion niches may be acquired by or used for the cremated remains of only members or attendees of Valley Chapel together with their respective family members. This purchase is neither a purchase nor lease of an interest in real estate.

2. DONATION/PURCHASE PRICE AND METHOD OF PAYMENT: Because the purchase of niches supports the construction and maintenance of the Memorial Garden and columbaria, part of the price is considered a charitable donation to Valley Chapel. The donation/purchase price is as follows and shall be paid in the following manner: Niches: \$3,000.00 each. \$1600 of the purchase price is designated as a charitable tax-deductible donation to Valley Chapel. A discounted price of \$2800 is offered to those paying in full with cash or check. Payment plan: \$3000 may be paid with a \$600 deposit and 8 quarterly payments of \$300. This must be received within 24 months from the effective date of this Agreement (as defined below) and prior to the issuance of the Certificate of License Ownership. The entire purchase price must be paid in full, however, before any use of the niche(s) for the inurnment of human remains.

3. CARE OF THE MEMORIAL GARDEN: In addition to the right, privilege, and license for the perpetual use, subject to revocation as provided in Paragraph 8 of this Agreement, of the companion niche(s), Valley Chapel shall provide at no additional charge all costs of the maintenance and care of The Memorial Garden and Columbaria at Valley Chapel.

4. CERTIFICATE OF LICENSE OWNERSHIP: Upon full payment of the purchase/donation, Valley Chapel shall provide to the Donor/Purchaser a Certificate of License Ownership for the companion niche(s) indicated above. If more than one person constitutes the Donor/Purchaser, the Certificate of License Ownership shall be deemed to have been issued to those persons as joint tenants with right of survivorship unless indicated to the contrary on the Certificate of Ownership.

5. DONATION PORTION: Valley Chapel has determined that the fair market value of the license for each companion niche is \$1,400.00. The additional portion paid by the Donor/Purchaser shall constitute a gift to Valley Chapel and, therefore, be a charitable contribution within the meaning of Internal Revenue Code Section 170. Valley Chapel is a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. However, Valley Chapel recommends that the Donor/Purchaser consult with his or her own tax advisor regarding claiming a deduction.

6. OPERATION OF PROPERTY: The Donor/Purchaser expressly acknowledges that the Donor/Purchaser is not purchasing any right, title, or interest of any kind in the real estate or any buildings or other improvements situated on the real estate which constitutes the site of The Memorial Garden and Columbaria at Valley Chapel, but only the right, privilege, and license for the use of the niche(s) indicated above for the inurnment of cremated human remains subject to revocation as provided in Paragraph 8 of this Agreement. The Church retains full and absolute authority to operate, manage, control, improve, remove, and otherwise exercise all ownership rights relative to The Memorial Garden and Columbaria at Valley Chapel, including all niche(s), and the campus of Valley Chapel in general including, but not limited to, determining the design, type, size, location, and relocation of the Columbaria structures, all niches including those already purchased or to be purchased, all buildings, roads, and other improvements, and placing, replacing, or removing any trees, shrubberies, walls, benches, and other landscaping in its sole and absolute discretion. If the niche(s) indicated above is in a portion of The Memorial Garden and Columbaria at Valley Chapel which is not yet currently constructed, the Donor/Purchaser acknowledges that the niche(s) will not be available until completion of such construction.

7. COMPLIANCE: The Donor/Purchaser shall at all times comply with all Rules and Regulations of The Memorial Garden at Valley Chapel as in effect from time to time. Valley Chapel reserves the right to change all such rules and regulations at any time in its sole discretion and without notice.

8. REVOCATION OF CERTIFICATE OF LICENSE OWNERSHIP: This Agreement is for the purchase of a revocable license that is personal to the Donor/Purchaser and creates no interest in any real estate or other property. The Donor/Purchaser shall not have the right to assign or transfer the Donor/Purchaser's Certificate of License Ownership at any time or in any manner unless otherwise expressly authorized in writing by the Valley Chapel Memorial Garden Committee. In addition, the license for the use of the niche(s) shall be automatically revoked and of no further force and effect upon the first of the following to occur: (a) if the niche(s) is not utilized for the inurnment of human remains within three (3) years of the death of the last of the Donor/Purchaser or Person to be Inurned; (b) if after the initial placement of cremated human remains in the niche(s) the Donor/Purchaser or others on their behalf remove any cremated remains from the niche(s) and do not replace them within six (6) months after such removal; or (c) if the Donor/Purchaser otherwise vacates the niche(s).

9. DEFAULT: If the Donor/Purchaser fails to pay in full for the niche(s) being purchased pursuant to this Agreement or if the Donor/Purchaser is otherwise in default in any of the other terms of this Agreement, Valley Chapel may, at its option, give to the Donor/Purchaser a notice of default setting forth the nature of the default and stating that the

defaulting party shall have a period of not less than ten (10) calendar days from the date of this notice within which to cure the default. If the Donor/Purchaser does not cure the default during the required time, Valley Chapel may terminate this Agreement and retain any amounts previously paid by the Donor/Purchaser as liquidated damages or, at the Church's option, pursue any other rights or remedies available to Valley Chapel by reason of such default. The Donor/Purchaser shall pay upon demand all costs and expenses, including attorney's fees, incurred by Valley Chapel in connection with such default.

10. CHURCH LIABILITY

By making a donation/purchase the license holder, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of remains. The License holder and his or her heirs, beneficiaries, and legal representatives release Valley Chapel and its employees, officers, agents, and Memorial Garden committee members from all claims, liabilities and causes of action relating to or pertaining to the application, inurnment and past, present and future operation of the Memorial Garden with Columbaria including all negligence, loss, destruction, vandalism, and desecration of cremains, save and except for acts of gross negligence or intentional wrongdoing, and in no event shall they corporately or individually be liable for any damages to the license owner, his/her relatives, or heirs beyond the purchase price of the right of the niche license.

11. NOTICES: All notices provided for in this Agreement shall be in writing and given by actual delivery of the notice into the hands of each person entitled to receive it or by mailing of the notice in the United States mail, addressed to either the Seller or the Donor/Purchaser, as applicable, at the addresses contained on the first page of this Agreement. The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the person entitled to it and in the case of mailing on the third day following the date of its mailing.

12. GENERAL PROVISIONS: Titles to the paragraphs of this Agreement are for informational purposes only and to not define, limit, or construe the contents of the paragraphs. Time is of the essence of this Agreement and of every term, condition, and provision of it. This Agreement shall be interpreted and enforced in accordance with the law of the Commonwealth of Massachusetts. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either the Church or the Donor/Purchaser or anyone on behalf of either of them to the other unless expressly provided in this Agreement or in the Rules and Regulations of the Memorial Garden. The invalidity or unenforceability of any provision of this Agreement shall not affect or impact the validity of any other provision. This Agreement shall apply to and bind the parties and their respective heirs, legatees, devisees, personal representatives, successors, and assigns.

13. EFFECTIVE DATE: This Agreement shall be effective upon the date of execution set forth below.

Dated: _____

DONOR(S)/PURCHASER(S)

SELLER/CHURCH: VALLEY CHAPEL, A CHURCH OF THE NAZARENE