



**St. Anne and St. Hilda Columbaria
Right of Burial Agreement**

ST. ANASTASIA CATHOLIC CHURCH of St. Augustine, Florida, hereinafter called "St. Anastasia Parish," in consideration for the sum of _____ Dollars (\$_____) paid to it this date, receipt of which is hereby acknowledged, hereby gives permission to:

_____ and

_____ having _____ an _____ address _____ at _____ hereinafter

called the "Subscriber", to have the cremated remains of the following:

_____ and, if this agreement is for a companion (double) niche, for the cremated remains of

_____ hereinafter called "Decedent", placed in a certain niche numbered _____ in the _____ (indicate whether St. Anne or St. Hilda) Columbaria of St. Anastasia located at St Anastasia Catholic Church located at 5205 A1A South, St. Augustine, Florida 32080, such permission, however, being upon and subject to the following terms and conditions, all of which are hereby expressly agreed to by the Subscriber:

1. This Agreement grants the Subscriber a Right of Burial for the niche but does not include the cost of the Inscription and Vault fee which will need to be paid at the time the inurnment is requested.
2. Custody and control of the St. Anne/St. Hilda Columbaria ("The Columbaria") and niches and all matters relating thereto are and shall be vested in all respects in St. Anastasia Parish. A certain Columbarium Committee ("The Committee"), appointed by the Pastor of St. Anastasia Catholic Church shall manage the use and maintenance of The Columbaria and niches. Such rules and regulations which shall from time to time be established by the Committee for the governance, regulation, adornment, improvement, and control of The Columbaria shall be considered part of this document to the same extent as if fully set forth herein.
3. Each niche shall be used only for the inurnment of cremated human remains (herein after "cremains") and for no other purpose. A double (companion) niche may contain up to two (2) sets of cremains, a single niche one (1) set of cremains.
4. Subscriber's payment hereunder is made without any reservation, condition, or restriction, and may be used for any lawful purpose at the discretion of The Committee and the Pastor. This agreement does not bestow upon the Subscriber or Decedent or any of their heirs, successors or assigns, any property right of any kind to or in The Columbaria or any of its niches.
5. It is the intention of The Committee to exercise reasonable care in the maintenance of The Columbaria. However, neither The Committee, nor St. Anastasia Parish, nor any person acting on their behalf shall be liable for any loss of or damage to any container or contents placed in a niche or for any other matter or thing relating to The Columbaria.

6. Only baptized Catholics and their relatives are eligible for inurnment in The Columbaria. The Committee shall have the right to grant exceptions to this paragraph as The Committee may deem appropriate.

7. All cremains inurned in niches in The Columbaria must be in containers provided by the Parish as approved by The Committee for such purpose. Family urns cannot be used for these niches. No container which contains cremains shall be removed from a niche except by and with the written consent of the Pastor and The Committee, and neither the Subscriber, Decedent's heirs nor any other person shall have any right to have the cremains removed from The Columbaria in the absence of such written approval.

8. The only memorialization which shall be placed on any niche front shall be an inscription which states the Decedent's name, year of birth and year of death. The Committee and Pastor shall have the sole right to prescribe the size, style, design, composition, and other elements of individual memorialization on a niche front.

9. The Committee and Pastor shall have the absolute right at any time to change the location or to discontinue use of all or any part of The Columbaria for the inurnment of cremains. In such an event, The Committee and Pastor may remove containers and/or cremains from any niche or niches affected by the change or discontinuance and place them in another suitable niche in any other locations The Committee and the Pastor in their sole discretion may deem appropriate.

10. All the terms and conditions hereof, all amendments, alterations, changes, or modifications hereto, and all rules and regulations which may be promulgated pursuant to this agreement, shall apply to and be binding upon the Subscriber and any successors, heirs, or designees of the Subscriber. By execution of the agreement, the Subscriber specifically acknowledges that this agreement is subject to all the laws and regulations of the Roman Catholic Church, Diocese of St. Augustine, and St. Anastasia Parish.

11. In the event of a breach in any of the terms of this agreement by the Subscriber or his/her heirs, successors, or assigns, The Committee and the Pastor have the right to revoke all rights and privileges which may have been bestowed on the Subscriber or Decedent or their heirs, successors, or assigns. Neither the Parish, The Committee, or the Pastor shall be liable for any damages or costs that may result from the breach of this agreement by the Subscriber or his/her heirs, successors, or assigns.

12. The parties hereto acknowledge that this agreement constitutes the sole and entire agreement between them with respect to the matters contained herein, and that no other written or oral agreements exist with regard hereto. The Subscriber hereby acknowledges the receipt of a fully executed copy of this agreement and has read and understands the terms and conditions thereto and agrees to be bound hereto.

SWORN TO AND SUBSCRIBED BY THE PARTIES HERETO AS OF THE _____ DAY OF _____, _____, WHICH DATE IS DEEMED TO BE THE DATE OF THIS AGREEMENT.

Subscriber (s)

Pastor or Designated Representative

St. Anastasia Catholic Church
5205 A1A South St. Augustine, FL 32080
904-471-5364