

# **Instructions for Completing Columbarium Contract**

**1. Read the contract carefully and complete the following blanks:**

- on page 1, "Preamble", insert your full name;
- on page 1, "Interment Space", insert the number/letter designation for your preferred niche location (see number 3, below);
- on page 5, at the top, insert the date of your signature.

**2. Print out and sign the contract and have your signature witnessed (not by a minor).** Add your address and that of your witness where indicated. Initial each page of the contract, including any exhibits.

**3. Mark your preferred location for a columbarium niche** on one of the four attached sales layout sheets and attach that sheet as part of the contract, directly behind the Exhibit A cover page- make sure that the layout sheet matches the number/letter designation inserted on page 1.

As noted in the contract, we will make every effort to give you your preferred choice of niche location; if that is not possible (e.g., because someone else has previously reserved that niche), we will move you to the closest available space.

**4. Return the completed and signed contract to:**

Emmanuel Lutheran Church  
Attn: Tom Redding, Church Administrator  
2589 Chain Bridge Road  
Vienna, VA 22181

Please also include a check in the amount of the applicable niche purchase price (see list of fees attached as Exhibit B to the contract). During this time of irregular staffing of the church office, **please notify Tom by email ([tredding@elcvienna.org](mailto:tredding@elcvienna.org))** once you have mailed or dropped off your contract so we can be sure that it is promptly processed.

**5. The Church will sign the contract,** keep the original for its records and return one fully-signed copy to you for your file.

**6. Once the columbarium has been installed and we are ready to receive cremated remains, we will notify you** and, if you have such remains ready to be interred, we will instruct you on how to complete the Inscription Certificate in the form attached to the contract as Exhibit C, and notify you of any additional fees for interment and engraving that may be due at such time (see Exhibit B to the contract).

## Contract for the Emmanuel Columbarium

### Preamble

Emmanuel Lutheran Church, Inc., a Virginia non-stock corporation, has established a columbarium for the benefit of the following persons who purchase niches within the columbarium: members of Emmanuel Lutheran Church, their non-member spouses or partners, former members and their spouses or partners. Purchase of niches by individuals not previously listed requires the approval of the Pastor or Congregation Council prior to interment in the columbarium. The ownership and use of the interment rights to niches in the columbarium are subject to the provisions set forth in this contract document ("Contract"). This Contract is between

\_\_\_\_\_ ("Grantee") and Emmanuel Lutheran Church, Inc. ("Church") with regard to the purchase of interment rights by the Grantee in the Emmanuel Columbarium.

### Purpose

The columbarium and the niches contained therein shall be used for the interment of cremated human remains, in accordance with the terms of this Contract and the policies, procedures and guidelines established from time to time by the Church.

### Interment Space

Grantee hereby purchases interment rights in the following niche(s) in the columbarium: \_\_\_\_\_. The location and number of such niche(s) are shown on Exhibit A hereto and on a master directory of the columbarium, which is maintained by the Church. The columbarium is located in the Memorial Garden of the Church. A Grantee may request a specific niche location in the columbarium and the Church shall use its reasonable efforts to provide such niche location. However, assignment of a specifically requested niche is not guaranteed, and the approval of such requests shall be made by the Church in its sole and absolute discretion. An effort will be made to place all family niches in proximity to one another. The Church shall assign niche locations in the order of contract execution.

### Price for the Interment Rights

The total price for the interment rights in a niche is due and payable in accordance with a schedule of prices and fees established by the Congregation Council, as amended from time to time. The current pricing and fees are set forth on Exhibit B hereto. Any fees which are not due and payable upon execution of this Contract shall be paid in full

not later than the date of actual interment, at the rates then established and in effect for such fees.

### Other Terms and Conditions

1. Title and Rights: Legal title to the columbarium and all niches contained therein shall at all times remain with the Church. No property rights are created by or transferred as a consequence of this Contract. Acceptance of payment for a niche results only in the right to use the niche for the purposes designated in this Contract. The purchase involves no ownership in the columbarium or any other property of the Church. The Church shall at all times have full rights of management and control with respect to all matters relating to the columbarium. Applicants will be assigned a specific columbarium niche upon submission of payment. A contract will be issued, and a niche will be available for use only when full payment is complete. The niche pricing and fees may be changed in the future as approved by the Congregation Council of the Church. The Church reserves the right to move, remodel or otherwise alter the columbarium. In the unlikely event that moving, removing, or relocating the columbarium becomes necessary, every reasonable effort shall be made to notify the family of the deceased. The Church shall make a good faith effort to safeguard the columbarium and the contents of each niche, but is not, however, responsible for any loss due to fire, vandalism, theft, acts of nature, or any other cause. If additions are made to the columbarium, the same design shall be utilized as in the original installation, insofar as is possible. In the unlikely event that the columbarium can no longer be maintained, a reasonable effort shall be made to notify the person designated in this Contract, in order to allow such person to receive the cremated remains.

2. Grantee understands and agrees that the cremated remains must be placed in an urn that has been approved by the Church as to both size and material. No more than two (2) urns may be placed in any niche. The urns must fit within the dimensions of the niche (12 inches x 12 inches x 16 inches). Only cremated remains in an approved urn may be placed within any niche; no personal effects or other objects shall be permitted.

3. Transfer of Interment Rights: The exclusive right to use a reserved niche may not be sold or otherwise transferred, unless authorized by the Congregation Council, in its sole and absolute discretion. Absent such authorization, a niche can only be surrendered back to the Church without refund of any portion of the purchase price.

4. Columbarium Not a Cemetery: The Grantee understands that the Emmanuel Columbarium is neither a perpetual care cemetery, a permanent maintenance cemetery, nor a free care cemetery. However, the Church intends to maintain the columbarium in a tasteful, clean, and dignified state befitting the sanctity of its purpose. The Church does not expect or require the Grantee or Grantee's family to contribute funds for such care and maintenance.

5. Interment: Interment must be arranged through and approved by the Pastor or Associate Pastor of the Church. No cremated remains shall be interred without an appropriate Christian liturgy. All interments shall be presided over by the Pastor or Associate Pastor of the Church at a time acceptable to the Pastor(s). The custody of the cremated remains shall remain with the funeral director, the Grantee or the Grantee's representative who shall observe that interment is completed. At least two (2) persons from the Church shall be present at the opening of a niche, at least one of whom shall be an officer, member or designee of the Church.

6. Access and Restrictions: The Emmanuel Columbarium site shall be accessible to visitors at all times. Nothing of either a permanent or temporary nature shall be affixed to or on the columbarium wall surfaces. Artificial flowers are not permitted. No temporary memorial item left may remain longer than two weeks.

7. Removal of Cremated Remains: No urn containing cremated remains may be removed from a niche except with the prior written approval of the Pastor, in consultation with the Congregation Council. In the event it is necessary for the Church to remove an urn for any purpose, personnel approved by the Pastor shall carry out such removal, shall record the removal in the Interment Records of the Church, and shall notify family members of the deceased.

8. Right to Remove Cremated Remains: Grantee, or the heirs or next of kin of Grantee if Grantee is deceased, shall have the right at any time to withdraw any urn or urns deposited in the niche described herein, provided that such withdrawal shall terminate any interment rights granted by this Contract and shall return the control of such rights to the Church, which may then resell such rights. In such event, there shall be no refund of any portion of the purchase price.

9. Right to Modify/Move Columbarium: The Church reserves the right to change the boundaries of, expand, improve or modify the columbarium and adjacent property at any time. The Church reserves the rights of ingress and egress to the columbarium as it deems necessary. In the event the columbarium should be destroyed by fire, tornado, earthquake or any other disaster, and not be rebuilt, or in the event that the Church building should be torn down, sold or otherwise dealt with so that it no longer constitutes a place of worship for a congregation of the Evangelical Lutheran Church in America, then the Church, at its sole discretion, may cease to operate the columbarium. In that event, the Church will cause all urns interred therein to be removed and suitably reinterred, buried or entombed at some other lawful cemetery or burial place of its own choosing. In the event the Church shall at any time construct a new building at the same or a different location, it reserves the right to move all urns and the contents therein to that location.

10. Heirs and Administrators: Grantee understands that this contract shall be binding upon his or her heirs, executors, administrators, successors, trustees and assigns.

11. Oversight: The columbarium will be operated under the oversight of the Pastor/Associate Pastor and Congregation Council of Emmanuel Lutheran Church and governed by columbarium policies, procedures and guidelines established and adopted by the same.

12. Records: The Church shall maintain all records and documents relating to the columbarium, the purchased rights to specific niches, and interment of remains. Each niche shall have an identifying number in the records which will show the name of the deceased, date of birth, and date of death. It shall be the responsibility of Grantee to keep the church advised at all times of his or her current mailing address and that of the person for whom the niche is purchased.

13. Inscription: All niches shall be enclosed with a covering that is uniform with all other niches. The inscription on the covering shall be arranged by the Church at the time of interment, and shall be of predetermined size and style, and of uniform composition and appearance. The inscription shall be limited to first name, middle initial, last name, suffix (if applicable), year of birth, and year of death, and (at the Grantee's option), a small cross, as indicated in the example below.

+  
Edgar B. Jones, Jr.  
1941– 2032

At the time of interment, the Church and Grantee, or the heirs or next of kin of Grantee if Grantee is the deceased, shall enter into a Certificate, substantially in the form of Exhibit C attached hereto, in order to confirm the text of the inscription.

IN WITNESS WHEREOF, the parties have executed this Contract in multiple originals, with one original kept by the Church and one original kept by the Grantee on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

EMMANUEL LUTHERAN CHURCH, INC.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE

\_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS (to Grantee's signature)

\_\_\_\_\_  
(Signature)

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

Columbarium Plan and Location of Niche(s)

Attached hereto.

## EXHIBIT B

### Columbarium Pricing and Fees

(as of February 1, 2021)

#### Exclusive right to use double niche

ELC members, former members and their immediate families

- \$1200 (until April 30, 2021)
- \$1500 (on or after May 1, 2021)
- Due in full upon execution of columbarium reservation/contract

Non-members (subject to approval by the Pastor(s) and/or Congregational Council)

- \$1750
- Due in full upon execution of columbarium reservation/contract

#### Interment Fee

- \$250
- Due on or before each interment of remains- covers opening and closing of niche and interment ceremony

#### Inscription/Engraving Fee

- At actual cost/depends upon number of characters
- Due at time of engraving/execution of Inscription Certificate (in the form of Exhibit C to this Contract)



EXHIBIT C

Certificate of Inscription/Engraving

Attached hereto.

Emmanuel Columbarium Inscription Certificate  
Emmanuel Lutheran Church  
Vienna, VA

Identification of Niche(s)(letter/number): \_\_\_\_\_

The niche inscription should read as follows:  
(please print)

Name of Person (first, middle initial, last, suffix):

\_\_\_\_\_

Year of Birth: \_\_\_\_\_ Year of Death: \_\_\_\_\_

Cross:  (Yes)  (No)

Full Names and Addresses of Next of Kin, Executor and/or Trustee of Deceased (with authority to request opening and closing of the niche)(add lines as necessary):

Name	Address	Telephone/Email

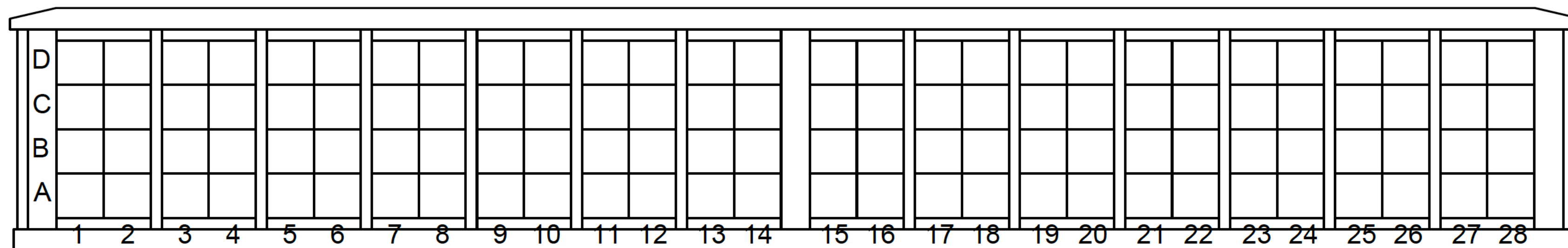
Signature of Grantee:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name (please print): \_\_\_\_\_

Signature of Emmanuel Lutheran Church, Inc. Representative:

\_\_\_\_\_ Date: \_\_\_\_\_  
Name (please print): \_\_\_\_\_

This plan and design are, and at all times remain, the exclusive property of Sunset Memorial & Stone Ltd and cannot be used or reproduced without written consent.

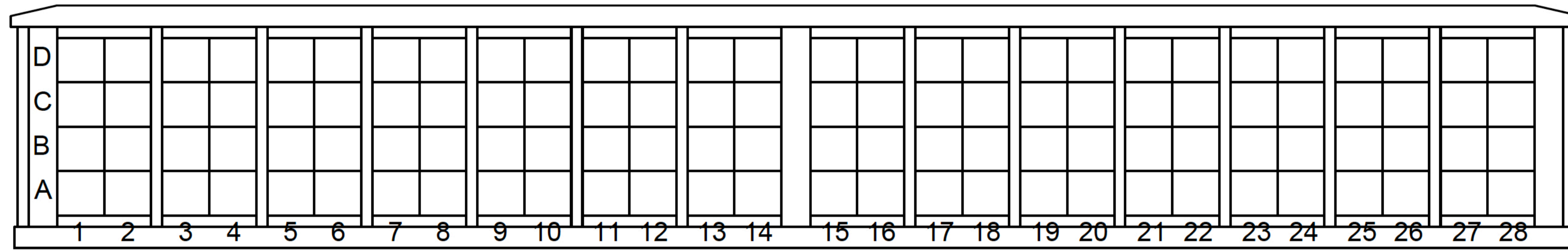


Niche Sales Layout

NICHE	SOLD TO	NICHE	SOLD TO
A1		A15	
A2		A16	
A3		A17	
A4		A18	
A5		A19	
A6		A20	
A7		A21	
A8		A22	
A9		A23	
A10		A24	
A11		A25	
A12		A26	
A13		A27	
A14		A28	

Grand Legacy Plus Chinook columbarium  
 Single sided design  
 Emmanuel Lutheran Church  
 2589 Chain Bridge Road, Vienna, Virginia, USA 22181

This plan and design are, and at all times remain, the exclusive property of Sunset Memorial & Stone Ltd and cannot be used or reproduced without written consent.



Niche Sales Layout

NICHE

SOLD TO

NICHE

SOLD TO

B1

B15

B2

B16

B3

B17

B4

B18

B5

B19

B6

B20

B7

B21

B8

B22

B9

B23

B10

B24

B11

B25

B12

B26

B13

B27

B14

B28

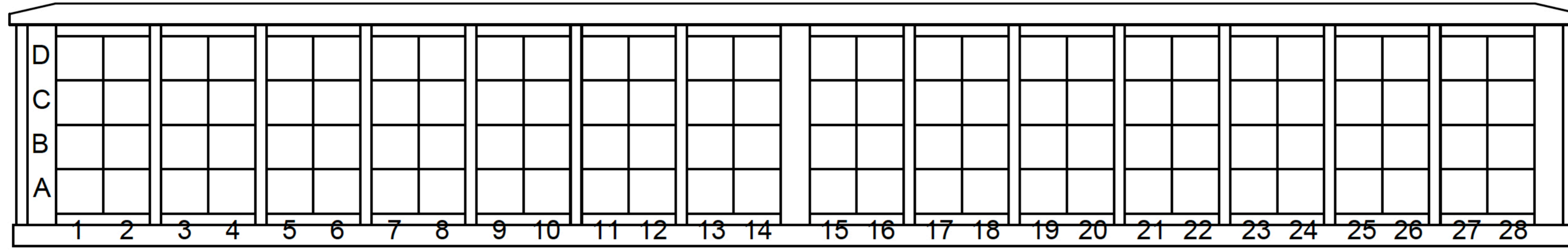
Grand Legacy Plus Chinook columbarium

Single sided design

Emmanuel Lutheran Church

2589 Chain Bridge Road, Vienna, Virginia, USA 22181

This plan and design are, and at all times remain, the exclusive property of Sunset Memorial & Stone Ltd and cannot be used or reproduced without written consent.



Niche Sales Layout

NICHE

SOLD TO

NICHE

SOLD TO

C1

C15

C2

C16

C3

C17

C4

C18

C5

C19

C6

C20

C7

C21

C8

C22

C9

C23

C10

C24

C11

C25

C12

C26

C13

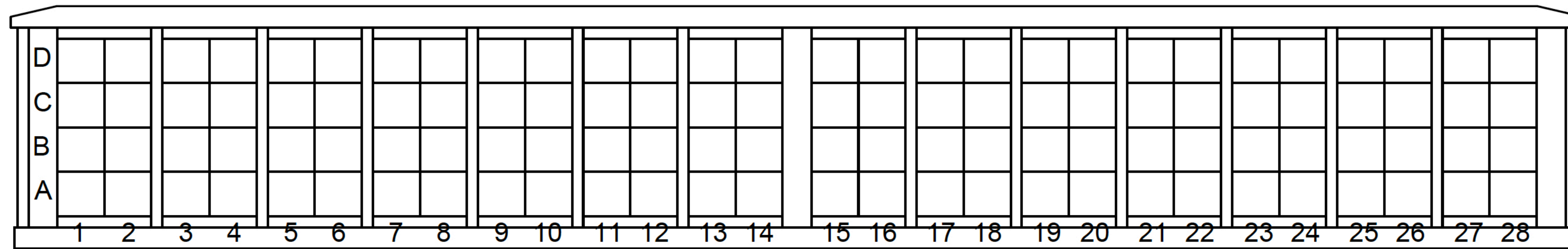
C27

C14

C28

Grand Legacy Plus Chinook columbarium  
 Single sided design  
 Emmanuel Lutheran Church  
 2589 Chain Bridge Road, Vienna, Virginia, USA 22181

This plan and design are, and at all times remain, the exclusive property of Sunset Memorial & Stone Ltd and cannot be used or reproduced without written consent.



Niche Sales Layout

NICHE

SOLD TO

NICHE

SOLD TO

D1

D15

D2

D16

D3

D17

D4

D18

D5

D19

D6

D20

D7

D21

D8

D22

D9

D23

D10

D24

D11

D25

D12

D26

D13

D27

D14

D28

Grand Legacy Plus Chinook columbarium  
 Single sided design  
 Emmanuel Lutheran Church  
 2589 Chain Bridge Road, Vienna, Virginia, USA 22181