

TERMS AND CONDITIONS

- 1) Complete control of the Churchyard and all parts thereof shall be vested in Saint James' Church. The Purchaser does not acquire any property rights of any kind whatsoever in or to the Niche referred in the annexed agreement.
- 2) The Purchaser may designate the ashes of such persons as he desires to have interred in the Niche referred to, but Saint James' Church shall have sole discretion as to the person whose ashes may be interred therein and the permission of Saint James' Church must in each instance be obtained in writing prior to the placing of any ashes in such Niche. The right of interment hereby given to the purchaser shall not be assigned or transferred without the written consent of Saint James' Church, nor shall Saint James' Church be obliged to recognize any right or transfer any right of interment hereunder in any heirs, distributees or devisees of the Purchaser. If the Purchaser desires to assign or transfer any right of interment hereby given, he shall submit the name or names of the assignee or transferee to Saint James' Church, which reserves the right to withhold consent to such assignment or transfer for any reason which it in its sole discretion shall deem proper. If consent is given to such assignment or transfer, or if Saint James' Church shall recognize any right of heirs, distributees or devisees of the Purchaser with respect to this agreement, or if the Purchaser shall make a designation as herein provided which is acceptable to Saint James' Church, the assignee, transferee, designee, heir or heirs, distributees or devisees shall be bound by all the terms and conditions hereof.
- 3) The type, size, shape and design of any urn containing ashes to be interred in such Niche shall be subject to the absolute control of Saint James' Church in all respects. No urn containing ashes placed in such Niche may be removed except by and with the consent of Saint James' Church first had and obtained and no right whatsoever shall exist in the heirs at law of the Purchaser, or anyone else, to have such ashes removed. In the event of removal, all rights to the space in such Niche shall cease and terminate, and any rights given hereunder shall revert to Saint James' Church. In the event that it shall be necessary at any time to change the location or discontinue the use of the Churchyard or any part thereof, Saint James' Church may in its discretion remove the urns in any Niche or Niches whose use is discontinued, and may place such urns in other suitable Niches as in its sole discretion Saint James' Church may deem fit and proper.
- 4) The material, size, shape and character of the marker or other designation for such Niche, and the legend and lettering thereon, shall be subject to the absolute control of Saint James' Church. The Purchaser shall be charged with the actual cost of such marker, designation, legend or lettering, and agrees to pay for the same and the interment at the time of interment.
- 5) Saint James' Church agrees to exercise reasonable care in the maintenance of the Churchyard. No liability of any kind or character whatsoever is assumed by Saint James' Church for the maintenance or preservation of the ashes of any person interred in such Niche or for any loss or damage to the urns or ashes of any such deceased person, nor is any liability of any kind whatsoever assumed by Saint James' Church for any matter or thing relating to the Churchyard, its use or subsequent maintenance, except for failure to exercise reasonable care.
- 6) All services at which ashes are interred in the Churchyard shall be conducted by the Rector of Saint James' Church, Hyde Park, or by other clergy acting with his permission and under his direction. In case the parish be without a rector, services shall be conducted by clergy officiating in the parish by permission of the Vestry of Saint James' Church.
- 7) Flowers may be placed in the Churchyard only in such places as may from time to time, be designated by Saint James' Church and may be removed at any time by like authority, and shall at all times be subject to control and regulations of Saint James' Church. One flower arrangement in a suitable container may be placed at the Niche site for two days following the interment.
- 8) If for any reason such Niche is not used for the interment of the ashes of a deceased person as provided in the agreement attached hereto within a reasonable time after the death of such person, such reasonable time to be determined solely by Saint James' Church, such Niche shall be deemed to be abandoned by the Purchaser or his heirs, successors or assignees and shall revert to the sole use of Saint James' Church, and Saint James' Church shall be under no obligation whatsoever to return the contribution or any part thereof theretofore paid by the Purchaser to Saint James' Church.
- 9) In no event shall such Niche be used until the entire contribution has been paid by the Purchaser to Saint James' Church.