



The Columbarium at
St. Mark's Lutheran Church, San Francisco, California
(A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION)

Niche Reservation Form

Date: _____

Received from _____, Subscriber(s), a financial consideration of \$ _____, which St. Mark's Lutheran Church in San Francisco, a California Nonprofit Religious Corporation, ("St. Mark's") has accepted as the consideration, or partial consideration if payments are to be made quarterly, for the privilege of interment of the ashes of: _____ in the niches(s) designated below in the Columbarium of St. Mark's, in accordance with the terms and conditions set forth on the reverse side of this document and incorporated into this agreement.

The above-named Subscriber(s) acknowledges that he/she/they has/have read and do accept the conditions set forth on the reverse side of this document and incorporated herein by reference.

The undersigned agrees and does hereby release from liability and holds harmless St. Mark's, and any of its employees or agents representing or related to St. Mark's, as regards to the Columbarium. This release is for any and all liability for losses or damage occasioned by, or in connection with, the operation and maintenance of the Columbarium by St. Mark's.

These are the Subscriber's three preferences for niche locations, in descending order of preference.

Table with 4 columns: First Niche Order of Preference, First Niche Niche #, Second Niche Order of Preference, Second Niche Niche #. Rows 1-3.

(If additional niches are desired, please use an additional form)

Subscriber(s): _____

St. Mark's Lutheran Church's Corporation by: _____

Print Name(s)

Title

For Office Use only

Niche # _____ Paid _____

Terms and Conditions

The following are the terms and conditions of the agreement between the Subscriber, whose name appears on the reverse side of this document, and St. Mark's Lutheran Church in San Francisco ("St. Mark's") pertaining to the Columbarium at St. Mark's Lutheran Church in San Francisco, CA.

1. Subscriber does not acquire any title or right of ownership or tenancy in St. Mark's or the St. Mark's Columbarium. The Columbarium and the spaces and memorial markers, their use and maintenance, are at all times subject to management and control by St. Mark's.
2. Interment in the Columbarium shall be limited to parishioners who make the donation indicated on the reverse side of this document and who are current or former members, subject to exceptions as St. Mark's may from time to time approve. Any substitution of the person or persons designated on the reverse side of this document must be approved by St. Mark's and annexed in writing to the agreement.
3. Payments toward a niche subscription are non-refundable. If you discover that you don't need the niche after you've purchased a subscription and you want to resell it, you must first offer it to St. Mark's at your original purchase price.
4. The type and size of any urn containing ashes to be interred in any space in the Columbarium shall be subject to the approval of St. Mark's.
5. The size, shape, type, material and placement of each and every memorial marker or plaque shall be subject to the requirements of St. Mark's, as may be revised and changed from time to time. Inscriptions shall be limited to the name, date of birth and date of death of the person(s) interred in the niche. The character of the legend and the type and size of the lettering shall also be subject to the requirements issued by St. Mark's.
6. Display and placement of flowers in the Columbarium shall be approved by the Columbarium committee.
7. The pastor or other clergy person suggested by the deceased whose ashes are to be interred in the Columbarium (or by his/her family or estate) may officiate at the committal service subject to the approval of St. Mark's and in accordance with such arrangements as they may require.
8. St. Mark's will endeavor to exercise thorough and reasonable care in maintaining the Columbarium for as long as St. Mark's shall exist as a place of worship or a legal religious corporation. However, St. Mark's assumes no liability for destruction or damage to the Columbarium, the ashes interred therein, or the urns or memorial markers for any reason.
9. Subscriber binds his/her estate, devisees, and assigns to fulfilling the obligation and exercising the privileges of this agreement.