



Sisters of Benet Hill Monastery

3190 Benet Lane, Colorado Springs, CO 80921-1509

**Benet Hill Monastery of Colorado Springs, Inc.
Saint Benedict Cemetery**

CERTIFICATE OF AGREEMENT

This Certificate of Agreement ("Agreement") is made between the representative of the

Monastic Council: _____ and Certificate Holder's

Name: _____
Last First M.I.

Street Address: _____

City _____ State _____ ZIP _____

Phone: Home _____ Cell _____

(hereinafter referred as the ("Certificate Holder")).

NOW, THEREFORE, for and in consideration of this Agreement's foregoing recitals, the mutual promises and undertakings of the parties as hereinafter set forth, and other good and valuable consideration which the parties hereby agree is sufficient, the parties covenant and agree as follows:

1. The certificate holder may inter the cremated remains of up to four persons in each niche in urns that are no larger than 10 inches by 10 inches by 10 inches urn or container. Certificate holder shall purchase urns separately through third parties. It is the certificate holder's sole responsibility to ensure that the cremains container fit inside the niche.
2. At the time/s of interment, the name, birth date and death date of the person interred may be inscribed on the front panel of the niche as set forth below and, in a fashion, pre-determined by the representative of the Monastic Council in accordance with its Policies and Procedures:
First Name - Middle Initial - Last Name Date of Birth – Date of Death
The cost of engraving is covered by the individual and not Benet Hill Monastery.

3. FEE OPTION: (initial appropriate box)

The **pre-need** fee is \$_____ for the first interment and opening. Second, third and fourth interment is \$_____. The certificate holder hereby agrees to pay \$_____ in full at the time of the execution of this Certificate of Agreement. Certificate holder's payment of the niche fee is nonrefundable and is made without any reservation, condition or restrictions on the Benedictine Sisters' use of the niche fee. The opening/closing fee of \$100 for second, third and fourth interment is paid at time of opening/closing. Initial this box _____ if you wish to pay now, the amount of \$_____.

The **at-need** fee is \$_____ for the first interment and opening. Second, third or fourth interment is an additional \$_____. The certificate holder hereby agrees to pay \$_____ in full at the time of the execution of this Certificate of Agreement. Certificate holder's payment of the niche fee is nonrefundable and is made without any reservation, condition or restrictions on the Benedictine Sisters' use of the niche fee.

The **at-need and pre-need** situation involves the combination of fees. The **pre-need** fee is \$_____ for the first interment and opening. The **at-need** fee is \$_____ for the second, third or fourth interment is additional \$_____. The certificate holder hereby agrees to pay \$_____ in full at the time of the execution of this Certificate of Agreement. Certificate holder's payment of the niche fee is nonrefundable and is made without any reservation, condition or restrictions on the Benedictine Sisters' use of the niche fee.

4. The certificate holder acknowledges that notice must be given to representative of the Monastic Council before any interment can take place. Further, any service or rite of interment must be planned and approved in advance by a representative of the Monastic Council.
5. The Certificate of Agreement of a niche and the payment of the fee does not convey to certificate holder any ownership, estate or tenancy in the real estate or real property of the representative of the Monastic Council or in the improvements and/or fixtures located on its property. This Certificate of Agreement gives certificate holder the right of interment in the agreed of the assigned niche and does not convey ownership of any property to any certificate holder.
6. St. Benedict Cemetery and all matters relating thereto, are, and shall remain in the sole control of Benet Hill Monastery. Certificate holder acknowledges receipt of and agrees to be bound by and comply with the St. Benedict Cemetery Policies and Procedures attached hereto governing the use, operation and maintenance of the Cemetery therein. Certificate holder further agrees that the Monastic Council may amend, alter, change or modify the Rules and Regulations from time to time in the sole discretion of Benet Hill Monastery.

7. The representative of the Monastic Council is responsible for maintaining the Cemetery and Columbarium in good condition and for maintaining a reasonable environment for visitation without additional cost to certificate holder. Access and visitation shall be as set forth in the Policies and Procedures.
8. This Agreement may not be assigned by the certificate holder to any other person.
9. A representative of Benet Hill Monastery will make a reasonable effort to maintain St. Benedict Cemetery in perpetuity.
10. Certificate holder acknowledges that the niche fee is not a tax-deductible charitable contribution.
11. A niche not used by certificate holder within one hundred (100) years shall revert to Benet Hill Monastery for future sale.
12. Miscellaneous Provisions
 - A. *Recitals*. The Recitals set forth above are expressly incorporated herein and made a part hereof.
 - B. *Entire Agreement*. This Agreement along with the Policies and Procedures (as may be amended from time to time) represents the complete understanding between the parties hereto, and supersedes all prior negotiations, representations or agreements, whether written or oral, as to the matters described herein, and no prior or contemporaneous oral or written statement may be used to alter, vary or contradict its provisions.
 - C. *Binding on Parties*. This Certificate of Agreement will be binding on and inure to benefit of the parties and their respective permitted successors and assigns.
 - D. *Severability*. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
 - E. *Construction*. The language of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against the party who drafted such language.
 - F. *Headings*. The headings, subheadings and captions are used in this Agreement for convenience and reference only, and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement. The neuter singular pronoun shall be deemed to include the masculine, the feminine, and the plural.
 - G. *Representations and Warranties*. The representative of the Monastic Council has made no representations or warranties beyond the terms and conditions of this Certificate of Agreement and the certificate holder waives all implied warranties and other representations, warranties, covenants or obligations.

By the Certificate holder's signature below, the undersigned Certificate holder does hereby acknowledge that the Certificate holder has read the foregoing policies and procedures and agrees to comply and be bound by the foregoing policies and procedures as well as any amendments and/or revisions made in the future.

Copies of this Certificate of Agreement shall be filed in the Office of the Prioress as well as in the Finance Office of Benet Hill Monastery. A copy is also given to certificate holder. This Certificate of Agreement is reviewed by both parties every ten years in the event circumstance change for either party: those requesting burial or the Sister of Benet Hill Monastery.

Signed this _____ day of _____, 20_____

Certificate Holder(s): _____
(Signature)

(Signature)

Representative of Benet Hill Monastery: _____
(Signature)

Below is the record of review every ten years:

Review Date	Signature (Persons requesting burial)	Signature (Representative of Benet Hill Monastery)