

**MAYFLOWER CONGREGATIONAL CHURCH  
INURNMENT LICENSE AND AGREEMENT**

THIS INURNMENT LICENSE AND AGREEMENT is granted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MAYFLOWER CONGREGATIONAL CHURCH, located at 3901 Northwest 63<sup>rd</sup> Street, Oklahoma City, Oklahoma, 73116, hereinafter referred to as “MCC”, and

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, ZIP) \_\_\_\_\_

hereinafter referred to as “the Licensee.”

In consideration of the payment by Licensee of the agreed fee and the mutual promises contained herein, MCC and Licensee agree as follows:

1. MCC agrees to accept the cremains of Licensee or its family member for inurnment in its Mayflower Columbarium located at the church. The cremains shall be placed in the following:

\_\_\_\_\_ Niche wall

\_\_\_\_\_ Memorial garden

\_\_\_\_\_ Niche tower

\_\_\_\_\_ Scatter garden

2. No cremains may be inurned in any niche except those for the persons listed on the Certificate to a Right of Inurnment for that niche.
3. A cinerary urn may be purchased from MCC. An urn of similar size may be used subject to approval by MCC. Licensee is responsible for storage of the urn until inurnment.
4. MCC agrees to cause said cinerary urn to be sealed and entombed in niche number \_\_\_\_\_ in said Columbarium and to cause to be engraved on the urn and the marker in the Columbarium Chapel the following information: the name, month, day and year of

birth and month, day and year of death of the deceased. The appearance of the engraving will be uniform. Should the scatter garden be selected for the disposition of the cremains, the name, month, day and year of birth and month, day and year of death of the deceased will be inscribed on a plaque.

5. Licensee shall designate the person who will be entitled to receive notice under the terms of this agreement (hereinafter referred to as the "Designee"). Licensee may designate as many successor Designees as he or she chooses but there shall be only one designee at a time. Licensee agrees to direct Designee to advise MCC of any change in the contact information.
6. MCC shall have full and complete control over said cinerary urn once it has been sealed and entombed. Upon application by Designee, said cinerary urn may be removed, at the cost of said applicant, who shall likewise pay the cost of replacing the engraved marker with a blank marker.
7. MCC shall permit the Licensee and all friends and members of the family of the deceased and all others properly presenting themselves to visit the Columbarium Chapel during the hours approved by MCC. If the Columbarium Chapel is locked, it shall be opened during normal church operating hours upon request.
8. In the event the Columbarium Chapel is destroyed by fire, tornado, earthquake or other force majeure or if the present edifice is to be sold or demolished and a replacement Columbarium will not be furnished at the new site, the right of inurnment will cease. In that event, MCC will notify the Designee and offer the Designee the option to move the urn and pay for such move. If no one removes the cremains within a reasonable time or if Designee can not be contacted, the MCC has the right to relocate the cremains as it deems proper. No refund of any amount for the Inurnment Rights will be made. In the event MCC shall at any time construct an adjoining Columbarium in a garden setting or within the church building, the Licensee may elect to relocate the urns to the new setting and will be subject to any additional expense incurred.
9. Licensee and Licensee's heirs, executors, administrators, successors and assigns, and all persons who may hereafter succeed to any rights in and to this license and said cinerary urn and its contents, agree and forever covenant that this license conveys no estate in the real property of MCC, and no rights except as expressly set out herein, and shall in no way be deemed to encumber said property so as to affect any encumbrances or conveyances affecting the real estate owned by MCC. The parties agree this agreement is not subject to the laws of the State of Oklahoma relating to

cemeteries, and that neither Licensee nor said persons claiming under Licensee shall assert said laws with regard to this agreement.

10. The Licensee agrees to furnish MCC, or cause it to be furnished, before the inurnment of said cinerary urn, a copy of the cremation certificate issued by the mortuary or crematory covering the interment of the cremated remains of the deceased.
11. There shall be no inurnment without the approval of the Columbarium Committee of MCC.
12. This Inurnment License and Agreement shall be subject to such rules and regulations now existing as and the same shall from time to time be promulgated by MCC, acting through its Trustees (or committee thereof) for the operation, care, and control of the Columbarium.
13. Except as provided in Paragraph 6 of this Agreement, this Agreement will be subject to the laws of the State of Oklahoma.
14. This license is not transferable. If Licensee no longer wants the license, it may offer to resell the license to MCC. MCC has the right to purchase the unused inurnment rights from any owner of such rights at the then current standard purchase price of the original purchase price, whichever is lower. MCC may then transfer the rights to a new owner at the then current standard purchase price if the new owner meets the then current criteria of MCC.
15. All written notices to the Licensee may be addressed and mailed by United States mail to the Licensee at the address described in the accompanying application and all written notices to MCC may be addressed and mailed, by United States registered mail, to: Columbarium Committee, Mayflower Congregational Church, 3901 Northwest 63<sup>rd</sup> Street, Oklahoma City, Oklahoma, 73116. Licensee shall notify MCC of any change of address. After the death of Licensee all written notices may be addressed and mailed by United States mail to the Designee at the address described in the accompanying application.
16. This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.
17. This contract is binding upon the parties hereto, their heirs, representatives, successors, and assigns.

18. If any provision of the Agreement shall be determined illegal or unenforceable, it shall not affect the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF MCC has caused this Inurnment License and Agreement to be executed by two of its Trustees and the Licensee has hereunto executed by his or her signature.

MAYFLOWER CONGREGATIONAL CHURCH  
Oklahoma City, Oklahoma

By: \_\_\_\_\_  
Columbarium Committee Member

By: \_\_\_\_\_  
Columbarium Committee Member

Licensee:

X \_\_\_\_\_