

**THE CATHOLIC DIOCESE OF CHARLESTON**

**COLUMBARIUM LICENSE**

This COLUMBARIUM LICENSE (“License”) is issued as of the date set forth on the signature page hereof, by Bishop of Charleston, a Corporation Sole, by the Pastor or Administrator (referred to for convenience herein as the “Pastor”) of Our Lady of the Rosary Catholic Church, Greenville SC (the “Parish”), acting with authority of the Bishop of the Catholic Diocese of Charleston, in his official capacity, to

\_\_\_\_\_ name \_\_\_\_\_  
(*Print Name of Licensee*) (“Licensee”).

WHEREAS, with the authority of the then-acting Bishop of the Catholic Diocese of Charleston, or in his absence, the Diocesan Administrator (referred to for convenience herein as the “Competent Authority”), the Parish has undertaken the construction of a Columbarium to provide a reverential place to inter the cremated remains of Eligible Person(s) [as defined in the Columbarium Rules and Regulations, as amended from time to time (the “Columbarium Rules and Regulations”)] in perpetuity, in a lower church chapel setting; and

WHEREAS, the Columbarium will be constructed in phases as demand dictates; and

WHEREAS, the Competent Authority, through the Pastor, has agreed to issue this License; and

WHEREAS, the Licensee desires to acquire the privilege of interment in the Columbarium of the cremated remains of the Eligible Person(s); and

WHEREAS, the Licensee has designated such persons and agrees to the terms and conditions of the following License and the Columbarium Rules and Regulations, as amended from time to time, which are to be binding upon and shall insure to the benefit of the Licensee and all Eligible Person(s).

NOW THEREFORE, it is mutually agreed as follows:

1. The Competent Authority licenses niche xx (*niche number*) in the Columbarium to the Licensee, subject to the Columbarium Rules and Regulations and the following terms, limitations and conditions:

(a) No property right of any kind in the Columbarium or any part inures to the benefit of the Licensee or Eligible Person(s). This License extends solely to the privilege of interment of the cremated remains of the Eligible Person(s) designated below in the Columbarium, subject always to the attached Columbarium Rules and Regulations and to all future reasonable and uniform amendments that may be hereafter adopted by the Diocese without notice.

(b) This License is subject to any applicable usage, rules and discipline of the Roman Catholic Church now or hereafter in effect, as well as any requirements of the Competent Authority.

(c) The Licensee understands that the plans for the Columbarium exhibited to the members of the Parish are conceptual only, and that the Columbarium will be constructed in phases over a period of years depending upon the funds that become available and the extent of demand for niches. Neither the Competent Authority nor the Parish makes any representations as to the nature and extent of future construction.

2. The Parish acknowledges the receipt of \$\_\_\_\_\_ from the Licensee. Of such amount, \$\_\_\_\_\_ which is the fair market value of the goods or services being provided to Licensee, represents the fee for the License, and the balance of \$\_\_\_\_\_ is a charitable donation by the Licensee to the Diocese, for the benefit of the Parish (The Diocese is a qualified 501(c)(3) tax-exempt organization, and donations to it are tax-deductible to the full extent permitted by law. Please consult your tax advisor regarding specific questions about your donation). At the time of the interment of cremated remains in the Columbarium, no additional fees will be assessed for opening the niche and for the manufacture and installation of a standard memorial cover.

3. This License is issued to the Licensee personally and is only for the benefit of the Eligible Person(s) designated below. The undersigned acknowledges that the Columbarium Rules and Regulations limit the privilege of transferring a License, and that any purported transfer in violation of the Columbarium Rules and Regulations is void and of no effect.

4. This License may be terminated by voluntary surrender by the Licensee prior to interment of cremated remains, or as otherwise provided in the Columbarium Rules and Regulations.

5. The Parish intends to exercise reasonable care in the routine maintenance of the Columbarium in perpetuity. In the event of injury, loss or damage to the Columbarium or its constituent parts, the liability of the Diocese, the Competent Authority and the Parish is limited to the cost of repair or replacement of the Columbarium. The Diocese, the Competent Authority, the Parish and their officers and agents are not responsible for the loss of cremated remains deposited in the Columbarium.

6. If, at the discretion of the Competent Authority, it becomes necessary or desirable to change the location of the Columbarium or to discontinue the use of any part of it, the Parish, at its expense, may have the urns and cremated remains removed and preserved in another suitable place.

7. Only cremated remains that have been handled in accordance with South Carolina law are eligible for interment in the Columbarium. The Licensee, for the Eligible Persons and him/herself and their respective heirs, successors and assigns, agrees to indemnify and hold the Catholic Diocese of Charleston, the Competent Authority and the Parish and their agents, officers and employees, harmless from and against any loss, claim, liability or damage of any nature, including but not limited to reasonable attorneys' fees and costs of any action arising out of or related to this License, or involving cremated remains accepted for interment pursuant to this License that have not been handled in accordance with South Carolina law.

8. The following terms shall have the following meanings when used in this License:

(a) Eligible Person(s): those persons eligible for the privilege of having their cremated remains interred in the Columbarium as defined by the Columbarium Rules and Regulations, the names of whom are designated below for purposes of this License.

(b) Niche: a recess in the Columbarium for holding up to two urns.

(c) Urn: a suitable receptacle as provided in the Columbarium Rules and Regulations or determined by the Pastor, for cremated remains to be placed in a niche.

(d) Interment: the placement of an urn containing cremated remains into a niche.

9. Licensee designates the following Eligible Person(s) to use the Columbarium niche (Please print the following information as some of this information, unless changed by you, will be placed on the memorial):

Last Name	First Name	Middle Initial	Birth Date	Relationship to Licensee

Alternate Eligible Person(s), in order of priority:

Last Name	First Name	Middle Initial	Birth Date	Relationship to Licensee

*[The remainder of this page has been intentionally left blank. The signature page follows.]*

The above Columbarium License is hereby executed to be effective upon the date of approval and execution by the undersigned Pastor.

Agreed to and Accepted by:

Bishop of Charleston, a Corporation Sole

\_\_\_\_\_  
Signature of Licensee

By: D Longenecker  
Signature of Pastor or Administrator

\_\_\_\_\_  
Print Name

D Longenecker  
Print Name

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

Pastor  
Title: (Pastor or Administrator)

\_\_\_\_\_  
City, State, Zip Code

Date of Execution: \_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

This COLUMBARIUM LICENSE amended and adopted on June 28, 2012  
by Most Rev. Robert T. Guglielmone, Bishop of Charleston.