

The Columbarium at the Prayer Gardens of St Dominic

Addendum A: Application for Inurnment Rights

I/we are applying for inurnment rights in The Columbarium at the Prayer Gardens of St. Dominic.

Name _____

Rows	Side	Type	Cost	Quantity	Total Cost
Top	East	Single	\$ 5,000		
Top	East	Double	\$ 9,000		
Bottom	East	Single	\$ 4,500		
Bottom	East	Double	\$ 8,000		
Top	West	Single	\$ 4,500		
Top	West	Double	\$ 8,000		
Bottom	West	Single	\$ 4,000		
Bottom	West	Double	\$ 7,000		

Total Cost _____

Non-refundable down payment (Minimum of \$500 per niche/\$1,000 for double) _____

* Balance due the earlier of 90 days or use of niche

Balance due* _____

** Checks payable to St. Dominic Congregation

Credit card (3.5% fee) _____Special payment plan

A committal fee, per niche, is incurred at the time of inurnment to cover costs including final engraving and stipends for the committal. See fee schedule at stdominic.net for current rates. Rates are reviewed annually and subject to change.

Applicant Signature _____ Date _____

for office use only

rev. 7/27/23

Amount received _____ Date received _____ Received by _____

Check number _____ Cash _____ Credit Card _____ Application number _____



The Columbarium at the Prayer Garden of St. Dominic Niche Purchase CONTRACT

This Niche Purchase CONTRACT (CONTRACT) by and between St. Dominic's Congregation d.b.a St. Dominic Catholic Parish in Brookfield, WI (SELLER) and the purchaser named below (BUYER) is made to be effective as of the acceptance by SELLER on the date specified below. SELLER agrees to sell and BUYER agrees to purchase interment rights in a niche at the Columbarium of SELLER. These rights are assigned to the niche(s) as defined below. The BUYER further agrees to terms and conditions below. This CONTRACT is also governed by the Rules and Regulations of St. Dominic Cemetery (RULES), as may be amended from time to time, and which are incorporated by reference into this CONTRACT. The RULES may be found at the SELLER's web site.

BUYER Name: _____

BUYER Address: _____

City _____ State _____ Zip _____

BUYER Phone Number: Home _____ Cell: _____

BUYER E-mail Address: _____

BUYER hereby agrees to the following terms and conditions

1. BUYER acquires no property rights to the niche(s), only the right to interment.
2. Purchase price includes: (i) interment rights; (ii) one complete engraving of faceplate; and (iii) perpetual care. Payment shall be due in full from BUYER at the time of acceptance of this CONTRACT by SELLER.
3. All engraving will be standardized with respect to content, font, and font sizes.
4. All other costs of interment (such as urn, funeral director, and church services) are at BUYER's sole expense.
5. BUYER cannot resell a niche. A niche may not be otherwise assigned or transferred, without the advance written approval of the SELLER at its discretion. Transfers by BUYER to a member of BUYER's family shall not be unreasonably withheld. All transfers shall be in accordance with the RULES.



6. Except as otherwise permitted by the RULES, each niche shall contain only the remains of a single human person.
7. Except for the placement of a single approved emblem, no additional enhancements or modifications are permitted on a niche.
8. All costs owed by the BUYER to the SELLER must be fully paid prior to any interment.
9. Niche ownership and rights to interment in the SELLER's Columbarium shall at all times be subject to the limitations, restrictions and conditions of all Canons, rules, regulations, laws and discipline of the Roman Catholic Church and the Archdiocese of Milwaukee, now in force or hereafter enacted (the "CANONS").
10. This CONTRACT, the RULES, and the CANONS, constitute the entire agreement of the parties.
11. This CONTRACT shall be interpreted in accordance with the internal laws of the State of Wisconsin.
12. Any action by or between the BUYER and SELLER concerning the interpretation or performance of this CONTRACT shall be commenced in Circuit Court of Waukesha County Wisconsin.
13. NEITHER THE SELLER NOR ANYONE ACTING ON BEHALF OF THE SELLER SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER OR ANYONE ACTING ON BEHALF OF THE SELLER FOR ALL CLAIMS IN TORT, CONTRACT OR OTHERWISE RELATED IN ANY WAY TO THIS CONTRACT OR THE USE OF A NICHE IN THE COLUMBARIUM SHALL BE LIMITED TO RETURN OF THE ORIGINAL PURCHASE PRICE PAID BY THE BUYER.
14. The CONTRACT includes this contract, addendum A (application for inurnment rights) and Addendum B (engraving form).

Niche Size: Single Double Special _____

Niche Location: Wall _____ Row _____ Column(s) _____

Signed by the BUYER(s) on this date ____/____/____

Signed: _____ Signed: _____

Accepted and approved by the SELLER:

_____ Date ____/____/____

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The Columbarium at the Prayer Gardens of St. Dominic
Addendum B: Engraving Form

Please print legibly, in capital letters, as you wish your information to read on the niche faceplate.

Family Surname _____

First Individual: For doubles, this is the left side of stone as you face the niches

First Name _____ Middle Initial _____

Optional 2nd line info (i.e. maiden name) _____ (Approval required)

Date of Birth ____/____/____

Date of Death ____/____/____

Second Individual:

First Name _____ Middle Initial _____

Optional 2nd line info (i.e. maiden name) _____ (Approval required)

Date of Birth ____/____/____

Date of Death ____/____/____

Niche Location: Wall _____ **Row** _____ **Column(s)** _____

A proof will be provided for your approval prior to engraving. Changes made after production will incur an engraving cost.

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