

THE COLUMBIARIUM

AT WEST VIRGINIA WESLEYAN COLLEGE

THE PERPETUAL HOME AMONG THE HILLS

"A CLOUD OF WITNESSES TO THE POWER OF
WEST VIRGINIA WESLEYAN AS A PLACE WHERE
'NOBLEST DREAMS OF LIFE BEGAN' AND WHERE
GENERATIONS HAVE BEEN PREPARED AND
INSPIRED TO LIVE LIVES OF SERVICE."
- PAULA LOWTHER MCGREW '78



West Virginia Wesleyan College
59 College Ave, Buckhannon, WV

THE COLUMBARIUM AT WEST VIRGINIA WESLEYAN COLLEGE
West Virginia Wesleyan College
59 College Avenue
Buckhannon, WV 26201

SELLER: West Virginia Wesleyan College ("WVWC")
59 College Avenue
Buckhannon, WV 26201

DONOR(S)/PURCHASER(S): _____
Name(s) to appear on Certificate of License Ownership

Street

City _____ State _____ ZIP _____ Phone _____

Email

EMERGENCY/ESTATE CONTACT: _____
Name of family member, representative, OR estate executor

Street

City _____ State _____ ZIP _____ Phone _____

Email

NICHE NO(S). _____

- DONATION/SALE:** In consideration of the donation more particularly described in Section 2 hereinbelow from the Donor/Purchaser to WVWC, WVWC hereby sells to the Donor/Purchaser, and the Donor/Purchaser hereby purchases from WVWC, the right, privilege, and license for the perpetual use, but subject to revocation in certain circumstances as described in Section 9 hereinbelow, of the niche(s) indicated above at The Columbarium at West Virginia Wesleyan College for the interment of cremated human remains, together with the related services described in this agreement. Each niche shall not be used for the interment of the cremated remains of more than two (2) persons, each placed in urns. The dimension of the opening for the urn measures 10 1/4 inches wide, 11 3/8 inches high, and 11 3/4 inches deep. The Donor/Purchaser

represents and warrants unto WVWC that the niche(s) are being acquired for use as interment spaces for the Donor/Purchaser or the Donor/Purchaser's family and not for speculation or investment purposes. All niches may only be acquired by, or used for the cremated remains of, current or former students, alumni, faculty, staff, trustees, and donors of WVWC, together with their respective family members and, in addition, such friends of WVWC as are approved in the sole and absolute discretion of the Dean of the Chapel and the Vice President for Advancement and Alumni Relations of WVWC.

2. **DONATION/PURCHASE PRICE AND METHOD OF PAYMENT:** The donation/purchase price is as follows, and shall be paid in the following manner:

Total donation/purchase price	\$ _____
Deposit	\$ _____
Remaining balance	\$ _____
Monthly payment	\$ _____
Final remaining balance due on ___ / ___ / ___	\$ _____

WVWC offers a 0% interest monthly payment plan for up to 24 months. A minimum deposit of \$250 is required to reserve a niche and begin a monthly payment plan. However, the Donor/Purchaser shall pay the donation / purchase price unto WVWC in full before any use of the niche(s) for the interment of human cremains or otherwise.

3. **PERPETUAL CARE:** In addition to the right, privilege, and license for the perpetual use of the niche(s), subject to revocation pursuant to Section 9 hereinbelow, WVWC shall provide, at no additional charge, for the perpetual maintenance and care of The Columbarium at West Virginia Wesleyan College and all niches.
4. **CERTIFICATE OF LICENSE OWNERSHIP:** Upon full payment of the donation/purchase price, WVWC shall provide to the Donor/Purchaser a Certificate of License Ownership for the niche(s) indicated above. If more than one person constitutes the Donor/Purchaser, the Certificate of License Ownership shall be deemed to have been issued to those persons as joint tenants with the right of survivorship unless indicated to the contrary on the Certificate of Ownership.
5. **DONATION PORTION:** WVWC has determined that the fair market value of the license for each niche is \$ _____. The additional portion paid by the Donor/Purchaser constitutes a donation to WVWC, and therefore, should qualify as a charitable contribution within the meaning of Internal Revenue Code

Section 170. WVWC is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. However, WVWC recommends that the Donor/Purchaser consult with his or her tax advisor regarding claiming a deduction.

6. **OPERATION OF PROPERTY:** The Donor/Purchaser expressly acknowledges and understands that the Donor/Purchaser is not purchasing any right, title, or interest of any kind in and to the real estate, or any buildings or other improvements situate on the real estate, which constitutes the site of The Columbarium at West Virginia Wesleyan College or in and to WVWC's campus generally, but only the right, privilege, and license for the use of the niche(s) indicated above for the interment of cremated human remains subject to revocation pursuant to Section 9 of this agreement. WVWC retains the sole, full, and absolute authority and discretion to operate, manage, control, improve, remove, and otherwise exercise all ownership rights relative to The Columbarium at West Virginia Wesleyan College, including, without limitation, all niche(s), and WVWC's campus in general, including, without limitation, determining the design, type, size, location, and relocation of the columbarium structure, all niches including those already purchased or to be purchased, all buildings and other improvements, and placing, replacing, or removing walls, chairs, and/or benches. If the niche(s) indicated above are not yet currently constructed in The Columbarium at West Virginia Wesleyan College, the Donor/Purchaser acknowledges that the niche(s) will not be available until completion of such construction.
7. **RULES AND REGULATIONS:** The Donor/Purchaser shall at all times comply with all rules and regulations of The Columbarium at West Virginia Wesleyan College as they are in effect from time to time, and the same shall be attached hereto, made a part hereof, and expressly incorporated herein by this reference. WVWC reserves the right to change, in its sole and absolute discretion, said rules and regulations at any time and without notice.
8. **REVOCATION OF CERTIFICATE OF LICENSE OWNERSHIP:** This agreement is for the purchase of a revocable license that is personal to the Donor/Purchaser and creates no interest in any real estate or other property. The Donor/Purchaser shall not have the right to assign or transfer the Donor/Purchaser's Certificate of License Ownership at any time or in any manner. In addition, the license for the use of the niche(s) shall be automatically revoked and of no further force and effect upon the first of the following to occur: (a) the niche(s) is not utilized for the interment of human remains within three (3) years of the death of the last of the Donors/Purchasers; (b) after the initial placement of cremated remains in the niche(s), the Donor/Purchaser or others on their behalf remove any cremated remains from the niche(s) and do not replace them within six (6) months after such removal; or (c) the Donor/Purchaser otherwise vacates the niche(s).

9. **DEFAULT:** If the Donor/Purchaser fails to pay in full for the niche(s) being purchased pursuant to this agreement or if the Donor/Purchaser otherwise defaults in any of the other terms in this agreement, WVWC may, at its option, give to the Donor/Purchaser a notice of default setting forth the nature of the default and stating that the defaulting party shall have a period of not less than ten (10) days from the date of this notice within which to cure the default. If the Donor/Purchaser does not cure the default during the required time, WVWC may, at its option, terminate this agreement and retain any amounts previously paid by the Donor/Purchaser as liquidated damages or, at its further option, pursue any other rights or remedies available to WVWC by reason of such default. The Donor/Purchaser shall pay upon demand all costs and expenses, including, without limitation, attorney's fees, incurred by WVWC in connection with such default.

10. **NOTICES:** All notices provided for in this agreement shall be in writing and given by actual delivery of the notice into the hands of each person entitled to receive it or by mailing of the notice in the United States mail, certified mail, return receipt requested, addressed to either WVWC or the Donor/Purchaser, as applicable, at the address contained on the first page of this agreement. The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the person entitled to it and in the case of mailing on the date of its mailing.

11. **GENERAL PROVISIONS:** Titles to the Sections of this agreement are for informational purposes only and do not define, limit, or construe the contents of these Sections. Time is of the essence of this agreement and every term, condition, and provision of it. This agreement shall be interpreted and enforced in accordance with the laws of the State of West Virginia. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either WVWC, the Donor/Purchaser, or anyone on behalf of either of them, to the other unless expressly provided in this agreement or in a separate writing. The invalidity or unenforceability of any provision of this agreement shall not affect or imply the validity of any other provision. This agreement shall apply to and bind the parties and their respective heirs, legatees, devisees, personal representatives, successors, and assigns.

Dated: _____

SELLER/WVWC:
West Virginia Wesleyan College

DONOR(S)/PURCHASER(S)

By _____
Its _____
