

**St. Paul's by-the-Sea Episcopal Church
Ocean City, Maryland**

Columbarium License and Agreement

THIS LICENSE AND AGREEMENT is made this _____ day of _____, in the year of _____, by and between the Vestry of St. Paul's by-the-Sea Episcopal Church, 302 North Baltimore Avenue, Ocean City, Worcester County, Maryland, hereinafter referred to as "Vestry,"

AND

Whose address is

Hereinafter referred to as "Licensee."

WITNESSETH:

That for and in consideration of a License fee of ___Twelve Hundred_____ dollars (\$1,200.00), paid by the Licensee to the Vestry, receipt of which is hereby acknowledged, the Vestry does hereby grant to the Licensee the right to use the niche(s) listed below, which are located in the Church Columbarium, located within the church structure at 302 North Baltimore Avenue, Ocean City, Worcester County, Maryland, to wit:

Niche Number(s):

The Parties hereto further agree as follows:

1. The License created hereby is personal to the Licensee and creates no interest in land. The License is not alienable, transferable or descendible except as provided in the Rules and Regulations for the Columbarium as the same are promulgated from time to time by the Vestry, or in the absence of Rules and Regulations, without the written consent of the Vestry.
2. The License hereby created shall be limited to the placement of a designated individual's cremated human remains within the niche and shall terminate upon the placement of the remains within the niche.

3. They Vestry hereby assumes no obligation to dispose of any human remains, and any undertaking in connection therewith shall be the responsibility of the Licensee and shall be performed at his/her sole expense.
4. The cover (name) plate for each niche shall conform to the Rules and Regulations for the Columbarium which shall be established to assure uniformity relating to the types of plates and the information to be shown thereupon. The expense of the installation and purchase of the cover plate shall be included in the License fee for the niche.
5. The Vestry reserves the right to enter any niche which is the subject of a License Agreement at any time when such entry is required by law or regulation, or when, in the judgment of the Vestry, it is necessary to do so for the purposes of protecting or preserving any niche, an adjoining niche, the contents in any niche, or the protection of the integrity of the Columbarium.
6. The Vestry further reserves the right to bring any legal action, either civil or criminal, against any person who, acting without prior authority, disturbs any niche or the contents within any niche.
7. The Licensee shall abide by the Rules and Regulation for the Columbarium as the same are promulgated from time to time by the Vestry.
8. The Vestry covenants that it has the lawful right to grant the Licensee the use of the niche(s) above described, that it is lawfully seized of the premises in which the Columbarium is located, and does warrant its title thereto and will defend same against the unlawful claims of any and all persons.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and the year first above written.

Vestry of St. Paul's by-the-Sea
 Episcopal Church, Ocean City,
 Worcester County, Maryland

 Witness

BY: _____
 Rector

 Witness

BY: _____
 Senior Warden

BY: _____
 Columbarium Committee Member

BY: _____
 Licensee

The State agency which licenses cemeteries:
 Office of Cemetery Oversight
 500 N. Calvert Street
 Baltimore, MD 21202
 (410) 332-6210