

COLUMBARIUM APPLICATION FORM

FRANCISCAN COLUMBARIUM AGREEMENT



Between :

The Order of Friars Minor (Singapore) Limited, a company limited by guarantee of 5 Bukit Batok East Ave 2, Singapore 659918 ("the Order").

Telephone : 6560-6361, Fax : 6566-2852, Email : franciscan.columbarium@gmail.com

And :

Name		NRIC/Passport No.	
Address		Mobile No.	
		Home Tel.	
		Office Tel.	
Email		Catholic	
("the Applicant")			

In consideration of the sum of \$_____ from the Applicant as the fee ("fee"), for which the Order acknowledges receipt, the

Order In the Chapel of _____ Niche No. _____

1	Name (s) containing the ashes of	NRIC/Passport No.	
	Date of Birth	Sex	
	Relationship to Applicant	Catholic	Yes / No
2	Name	NRIC/Passport No.	
	Date of Birth	Sex	
	Relationship to Applicant	Catholic	Yes / No
("the Beneficiary")			

The Applicant's nominee for contact purposes ("Nominee") is :

Name		NRIC/Passport No.	
Address		Mobile No.	
		Home Tel	
		Office Tel	
Email		Relationship to Applicant	

The form overleaf, the Conditions and the Regulations attached form an integral part of this Agreement.

The Applicant Personally :	For and on Behalf of The Order of Friars Minor (Singapore) Limited
_____	_____
Name :	Fr Julian Mariaratnam
Agreement Date :	Friar - Manager

Reference No	
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Chapel	0	Niche No.	0
1st interment Date		2nd Interment Date	
Storage Period From		Storage Period To	

Date of Receipt	Receipt no.	Cash/Cheque	Amount
Total			

Name of Deceased	Death Certificate No.	Date of Decease

COLUMBARIUM AGREEMENT

1 Application of Conditions

- 1.1 The Agreement between the Order and the Applicant named on the reverse side hereof ("the Parties") are governed by the following terms and conditions ("Conditions").
- 1.2 The Conditions shall include amendments thereto which may be made from time to time by the Order, save that the term of the Agreement shall not be changed without the mutual consent of the Parties.
- 1.3 Each amended version of the Conditions shall become binding upon the Applicant as soon as a copy is made available at the Columbarium office or uploaded onto the Columbarium's website.

2 Term

The Agreement shall become effective upon execution by the Parties and shall remain in force from that date and for a period of thirty (30) years commencing 1st January of the calendar year following the first interment ("Term"). The Agreement may be extended by the Parties in writing for further periods of ten (10) years each, subject to the payment of a renewal fee and any variation to the Conditions as may be determined by the Order.

3 Catholic Practices

- 3.1 Either the Applicant or one of the Applicant's Beneficiaries shall be a baptized Catholic and the Applicant shall, at the request of the Columbarium management ("the Management"), produce documentary evidence thereof.
- 3.2 All ceremonies, rituals and practices used in respect of the urn and/or the Niche, including the interment, disinterment and disposal (where applicable) of an urn shall be consistent with Catholic beliefs, practices and rites. The Applicant shall procure the understanding of, agreement to and compliance by the Beneficiaries and their next-of-kin to these Catholic principles, practices and rites.

4 Reservation

- 4.1 Reservation of a niche in the Columbarium is effective only upon the signing of the Agreement and the payment of the Fee, receipt of which is acknowledged in the Agreement.
- 4.2 A niche that has been allocated to or selected by the Applicant ("Niche") shall be used to store only the cremated ashes of a human Beneficiary or Beneficiaries specified in the Agreement and shall not be used to store the ashes of any other deceased person.
- 4.3 The Applicant shall nominate at least one Beneficiary at the time of reservation. A second Beneficiary may be nominated by the Applicant at any time during the Term.
- 4.4 Provided that the Niche has not yet been used, the Applicant may request in writing:
 - 4.4.1 a change of a Beneficiary with the consent of the Order;

- 4.4.2 an upgrade of a Niche by paying additional fees.

5 Payment and Property Rights

- 5.1 The Applicant's payment hereunder is made without any reservations, conditions or restrictions and may be used for any lawful purpose deemed proper by the Order.
- 5.2 The Applicant acknowledges that the Order is the owner of the Columbarium and that custody and control of the Columbarium, the niches and all matters relating thereto are and shall be vested in all respects in the Order.
- 5.3 No license, interest or property right of any kind in or to the Columbarium or any niche therein shall be acquired by or through the Applicant or the Beneficiary. The relationship of the Applicant to the Order shall be one of bailor and bailee.

6 Niches, Urns, Acceptance and Removal

- 6.1 The ashes of only one Beneficiary shall be permitted in each urn unless otherwise consented to by the Management.
- 6.2 Only urns provided or approved by the Management may be stored in the Niche.
- 6.3 Urns may only be interred in the Niche by contractors of the Management during its operating hours, subject to notice in writing of at least two (2) working days in advance being given to the Management.
- 6.4 Only wall tiles provided by the Management shall be installed at the Niche. All inscriptions and decorations thereon are subject to approval by the Management and shall be made by its contractors in accordance with the design, layout and specifications of the Management. In particular:
 - 6.4.1 photographs of the deceased Beneficiary shall be in black and white only;
 - 6.4.2 any crucifix or wooden cross shall be those supplied by the Management;
 - 6.4.3 inscriptions shall be limited to the name of the Beneficiary in English, his or her date of birth and death and a biblical phrase. Additional, non-English characters may be used only in relation to the name of the Beneficiary.
- 6.5 All expenses in relation to the interment of the urn, supply and installation of the wall tile, inscriptions, fittings and any other approved decoration of the wall tile, and any other expense in relation to the Niche shall be borne by the Applicant.
- 6.6 The Order reserves the right to remove at its discretion or require the Applicant to engage the Management's contractors to undo or change any unauthorised decoration or modification to the Columbarium, Niche or wall tile at the Applicant's expense, including a replacement of the wall tile.

6.7 Prior to the expiry of the Agreement, no urn containing ashes shall be removed from a Niche except upon the request of the Applicant and with the written consent of the Order. No right whatsoever shall exist in the heirs at law of the Applicant or Beneficiary, or in any other person (except the Order in accordance with these Conditions) to have such ashes removed.

6.8 In the event that an urn is disinterred in accordance with Clause 6.7, the Applicant may not substitute another urn for it. Upon the disinterment of the second urn, if at all, the aforesaid disinterment shall be deemed to be a termination of this Agreement by mutual consent.

7 Regulations

7.1 The Applicant shall comply with, and shall ensure the compliance by the Beneficiaries and their next-of-kin to all policies, rules and regulations ("Regulations") made by the Order concerning the use, operation and maintenance of the Columbarium including any amendments thereto which the Order may make from time to time.

7.2 Without prejudice to Clause 9.1.4, where an Applicant breaches any term of the Conditions or Regulations, the Applicant shall be liable to the Order for any costs, expenses or charges that may be incurred by the Order as a result of the breach.

8 Relocation

8.1 In the event that:

8.1.1 the Order decides to repair, renovate, rebuild or relocate the Columbarium or any part thereof; or

8.1.2 the land upon which the Columbarium stands is compulsorily acquired by the government or affected by the government's redevelopment or clearance plans,

such that a relocation of the urns in the niches is necessary, the Order:

8.1.3 shall provide or procure facilities similar to those now existing for the re-depositing of urns committed to its care;

8.1.4 may have the urns and ashes removed from any Niche affected by such change or discontinuance. The allocation of a new niche for the Applicant's urns shall be at the sole discretion of the Order; and

8.1.5 shall make every reasonable effort to notify the Applicant and the Nominee as to the new location.

8.2 Where the Applicant elects not to relocate his urn, he may remove the same from the Columbarium at his own cost within the time limit stated in the notification. Such an act shall be deemed to be a termination of this Agreement by mutual consent.

8.3 The cost of the relocation and re-depositing of the Applicant's urns and the customisation of the Niche shall be borne by the Applicant in an amount proportionate to the Fee paid by the Applicant and the remainder of the Term of the Agreement.

8.4 For the avoidance of doubt, there shall be no refund of any Fee paid or any compensation pursuant to a relocation of the Applicant's urns under this Clause 8.

9 Expiry and Termination

9.1 This Agreement shall terminate prior to the expiry of its Term upon the occurrence of the following events:

9.1.1 when the land acquisition, redevelopment or clearance provided in Clause 8.1.2 make it no longer viable for the Order to continue with the Columbarium;

9.1.2 the Order decides to discontinue the operation and use of the Columbarium or any part thereof;

9.1.3 the Order ceases to exist in Singapore; or

9.1.4 the Order determines to terminate this Agreement as a result of a breach of these Conditions by the Applicant, including a persistent breach of the Regulations.

9.2 The Order shall give written notice of the termination or expiry of the Agreement to the Applicant and shall afford the Applicant the opportunity to remove the Beneficiary's urn within the time limit stated in the notification.

9.3 In the event of a termination pursuant to Clause 9.1.1, 9.1.2 or 9.1.3, at the request of the Applicant, the Order shall provide assistance in sourcing a replacement niche in another columbarium, thereafter, the Applicant shall enter into a contract directly with the other columbarium on its terms and conditions.

9.4 In the event of a termination pursuant to Clause 9.1.2 or 9.1.3 only:

9.4.1 if by the date of the termination notice the Niche has not yet been used, the Order shall at the Applicant's request refund the monies paid for the Niche, less a reservation fee amounting to ten (10) percent of the Fee paid by the Applicant; or

9.4.2 where the Niche has been used prior to the date of the termination notice, the Order shall at the Applicant's request give a refund of the Fee paid by the Applicant *pro rata* to the remainder of the Term of the Agreement.

9.5 Any request for a refund shall be made in writing within the time limit stated in the notice failing which no refund shall be made.

9.6 If the Applicant does not remove the contents of the Niche or request assistance with a replacement niche within the time limit stated in the notice issued pursuant to Clause 9.2, the Order may in its absolute discretion deem the Applicant's urns as abandoned and may dispose of the same in a manner consistent with Catholic principles, practices and rites without further notice.

9.7 Except as provided in Clause 9.4, the Applicant shall not be entitled to any refund of any Fee paid or any compensation for the termination of the Agreement howsoever caused.

10 Communication and Notices

10.1 All communication with the Applicant and the Nominee shall be made using the contact details provided at the beginning of this Agreement. The Applicant undertakes to notify the Management forthwith of any change in these particulars.

10.2 All notices required under these Conditions shall be in writing and shall be deemed to have been given if they are:

10.2.1 sent by post to the address of Applicant and/or the Nominee as reflected in this Agreement or as notified to the Order pursuant to Clause 10.1;

10.2.2 placed in an advertisement(s) in any public media; or

10.2.3 affixed to the Niche.

11 Assignment and Succession of Rights

11.1 The Applicant shall not assign or transfer its rights and liabilities under this Agreement without the prior written consent of the Order.

11.2 Where the Applicant is deceased, incapacitated or untraceable as deemed by the Order in its absolute discretion, the Order shall have the right but not the obligation to deal with and take instructions from the Nominee.

11.3 This Agreement shall apply to, be binding upon and inure to the benefit of the Parties' successors and assigns and in the case of the Applicant, this Agreement may additionally be binding upon and inure to the benefit of any person who may be recognised and accepted by the Order in its absolute discretion as succeeding to the rights of the Applicant.

12 Exclusion of Liability

12.1 The Order shall not be responsible for the preservation of any urn or for any damage to the Niche or wall tile or for any spillage, damage or loss of ashes stored in the Niche.

12.2 The Order shall not be liable to the Applicant for any loss, damage or inconvenience which may be caused by vandalism or acts of a third party or the temporary loss of access to the Niche during periods of inspection, maintenance or repair of the Columbarium.

12.3 All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In no event shall the Order be liable for any special, indirect, incidental or consequential loss or damage howsoever caused including loss of peace of mind or mental distress.

13 General

13.1 No waiver by the Order of any breach of the Conditions or Regulations by the Applicant shall be considered as a waiver of any subsequent breach of the same or any other provision. A delay by the Order in enforcing its right under the Agreement does not amount to a waiver of its rights.

13.2 The invalidity or unenforceability for any reason of any provision of these Conditions shall not prejudice or affect the validity or enforceability of its other provisions.

13.3 No term shall survive the expiry or termination of the Agreement unless expressly provided.

13.4 The Parties do not intend that any term of the Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B) or otherwise, by any person who is not a party to the Agreement.

13.5 The Agreement and these Conditions shall be governed by and construed in accordance with the laws of Singapore. The Parties submit themselves to the exclusive jurisdiction of the Singapore courts.

14 Transitional Provisions

14.1 The following provisions shall apply in respect of an Applicant who reserved a niche prior to 1 June 2011 ("Existing User") and where the Existing User or his successor as defined in Clause 11.3 executes this Agreement by 31 December 2011 or such other date as the Order may allow:

14.1.1 The effective date of the Agreement executed in the manner provided for in Clause 14.1 shall be 1 January 2012;

14.1.2 Clause 2 and Clause 9.4.2 of this Agreement shall not apply to an Existing User;

14.1.3 The cost of the relocation and re-depositing of an urn as provided in Clause 8.3 shall be waived, except that the Existing User shall bear the cost of any customisation of his Niche including the wall tile.

COLUMBARIUM AGREEMENT SUMMARY



FRANCISCAN COLUMBARIUM AGREEMENT

~ A SUMMARY ~

Thank you for choosing the Franciscan Columbarium.

Here is a quick overview of our main Terms and Conditions for your easy understanding. As this is merely a summary, it is non-binding. In order to complete your application for a niche, you will have to sign the actual Agreement and agree to its terms and conditions.

The People Involved

The Franciscan Columbarium is owned and managed by the Order of the Friars Minor (Singapore) Ltd. The contracting parties are you (as the Applicant) and the Order. You are the one who pay for the niche, and you are bound by the terms and conditions of the Agreement.

The Beneficiary is the person who will be interred. You may or may not be a Beneficiary. A Nominee is someone whom you nominate to succeed you in this Agreement.

Services

The Order merely provides services of interment, storage and disinterment of the ashes. You do not have any ownership, tenancy or license rights to the niche, which is merely a space.

Catholic Practices

As this is a Catholic columbarium, only Catholic ceremonies, rituals and prayers will be conducted and allowed. All visitors have to adhere to the Regulations governing their conduct within the Columbarium premises.





The Agreement will also end if the Order decides to discontinue the Columbarium for any reason, or if the Order ceases operations in Singapore. In this case, a refund will be given for an unused niche, less an administrative fee. For used niches, a pro-rated refund will be given.

If the land acquisition makes it no longer viable for the Order to continue with a columbarium, no refund will be given whether the niche is used or unused.

As all communication with you, your Beneficiaries and your Nominee will be made using the contact details provided at the first page of the Agreement, it is important that you update us IMMEDIATELY of any changes to these particulars.

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COLUMBARIUM REGULATIONS

Visitors are required to adhere to the following rules and regulations ("Regulations"). Proper conduct and respect for the deceased and other visitors must be shown at all times.

By entering the premises of the Columbarium, visitors are deemed to agree to comply with the Regulations.

1 Operating Hours

- 1.1 The Columbarium is open to visitors between 7:30am and 10:00pm daily, or at such other times and days as may be determined by the Management.
- 1.2 The Columbarium office operates on Mondays, Tuesdays, Thursdays & Fridays, 9:00am to 5:00pm; Wednesdays & Saturdays by appointment only; and on Sundays from 9:00am to 1:00pm; or at such other times and days as may be determined by the Management.

2 Display of Items

- 2.1 No person shall erect any structure, platform or other extension at or around a Niche or in any other area within the Columbarium.
- 2.2 Floral decorations shall be limited to artificial flowers of about 3 inches in height placed in the flower holder provided on the Niche.
- 2.3 No offerings, fresh flowers, food or other perishable items shall be placed on or around a Niche or in any other area within the Columbarium.
- 2.4 The only incandescent objects that may be used are tealights in the designated candle holders.
- 2.5 The Order may in its absolute discretion remove any hazardous, unsightly, distasteful or otherwise inappropriate items deposited by any person at any part of the Columbarium.

3 Conduct

- 3.1 All visitors to the Columbarium shall conduct themselves in a respectful and reverent manner and act with care and consideration for all.
- 3.2 Within and around the Columbarium, no person shall burn any incense, joss paper, joss sticks, paper offerings or carry out any prayers, ceremonies, rituals or rites inconsistent with Catholic beliefs, practices and rites.
- 3.3 No animal may be brought into the Columbarium.
- 3.4 Visitors shall refrain from causing any disturbance, annoyance or nuisance to other users of the Columbarium.
- 3.5 Children under the age of ten (10) must be accompanied by an adult(s).
- 3.6 Smoking and the consumption of food or beverages are prohibited.

4 Remedies & Disclaimers

- 4.1 In the event of any breach of these Regulations, the Columbarium management reserves the right to take any reasonable and appropriate measure necessary to rectify the breach as it deems fit, including the eviction of visitors who display unacceptable behaviour.
- 4.2 A visitor to the Columbarium shall be liable to the Order of the Friars Minor (Singapore) Ltd ("the Order") for any damages, costs, expenses or charges that may be incurred by the Order as a result of his or her breach of these Regulations.
- 4.3 Visitors enter the Columbarium at their own risk. To the extent permitted by law, the Order assumes no liability for personal injury, injury to others or damage to personal property whilst on the premises.

INSCRIPTION OF PLAQUE

Enclose one photograph of the deceased & the photo will be printed in black & white.

Payment Details: Cheque made payable to “The Order of Friars Minor (S) Ltd - Columbarium” (1st name = \$400 2nd name = \$300 2 names together = \$550 Prices subject to change without notice)			
Date of payment	Cheque / Cash	Receipt No.	Amount
			Inscription \$
			Urn \$
			Total \$

**Franciscan Columbarium A Ministry of
The Order of Friars Minor (Singapore) Ltd**
(Co Reg no. 201016236M)

5 Bukit Batok East Ave 2

Singapore 659918

Tel : 6560-6361 Fax : 6566-2852 Email: franciscan.columbarium@gmail.com

List of recommended bible inscriptions :

CHOICE NO.	BIBLE INSCRIPTION	EXTRACTED FROM
1	I will lie down & sleep in peace, for you alone, O Lord, make me dwell in safety	Psalm 4:8
2	The Lord is my Shepherd, there is nothing I shall want	Psalm 23:1
3	In the Lord's own house shall I dwell for ever and ever	Psalm 23
4	Surely goodness and love will follow me all the days of my life	Psalm 23:6
5	The Lord is my light and my salvation	Psalm 27:1
6	The Lord is my strength and my shield	Psalm 28:7
7	Blessed is the man who takes refuge in Him	Psalm 34:8
8	Cast your cares on the Lord and he will sustain you	Psalm 55:22
9	For God so loved the world that he gave his one and only Son.	John 3:16
10	I am the Way, the Truth and the Life	John 14:6
11	Do not let your hearts be troubled. Believe in God, believe also in Me.	John 14:1
12	See what love the Father has given us, that we should be called God's children.	1 John 3:1
13	Beloved, we are God's children now; what we will be has not yet been revealed	1 John 3:2a
14	From now on there is reserved for me the crown of righteousness	2 Tim 4:8a
15	If we have died with Him, then we shall live with Him	2 Tim 2:11
16	The Lord is my rock, and fortress and my deliverer	2 Sam 22:2
17	The Lord is full of compassion and mercy	Jas 5:11

18	I will not be afraid Lord, for you are with me	Dt 20:1
19	Blessed are those who mourn, they shall be comforted	Mt 5:4
20	Blessed are the merciful, they shall have mercy shown to them	Mt 5:8
21	Blessed are the peacemakers, they shall be called children of God	Mt 5:9
22	Let the little children come to me, for to them belongs the kingdom of heaven	Mt 19:14
23	Come, you whom my Father has blessed, inherit the kingdom prepared for you	Mt 25:34
24	Those who trust in the Lord for help will find their strength renewed	Isa 40:31
25	The gift of God is eternal life through Jesus Christ our Lord	Rom 6:23
26	We are children of God, heirs of God and joint heirs with Christ	Rom 8:16a - 17
27	Happy are those who die in the Lord, since their good deeds go with them	Rev 14:13
28	For now we see as in a mirror, dimly, but then we shall see face to face	1 Cor 13:12a
29	See, I have inscribed you on the palms of my hands	Isa 49:16b
30	I have fought a good fight, I have finished the race, I have kept the faith	2 Tim 4:7
31	Jesus took the children in his arm, placed his hands on them, and blessed them	Mk 10:16

COLUMBARIUM PRICE LIST

FRANCISCAN COLUMBARIUM

PRICE FOR DOUBLE NICHES :

Level 7	\$	2,500.00
Level 6	\$	3,500.00
Level 5	\$	6,500.00
Level 4	\$	6,500.00
Level 3	\$	5,000.00
Level 2	\$	3,500.00
Level 1	\$	2,500.00

1. Storage period : 30 years commencing 1st Jan of the calendar year following the first interment

2. The reservation or use of a niche is subject to our Agreement to be entered into by the Applicant.

3. Either the applicant or one of the Applicant's beneficiaries shall be a baptized Catholic and the Applicant shall, at the request of the Columbarium management produce documentary evidence thereof

INSCRIPTION :

1st name	\$	400.00
2nd name	\$	300.00
2 names together	\$	550.00



URNS (150 mm (dia) x 260 mm (height))

Marble	\$	150.00
Onyx	\$	250.00

USE OF WAKE ROOM :

La Verna \$ 600.00 per day (7.30am to 10.30pm)

(no staying overnight & drink & food caterers are strictly the columbarium appointed caterers only)

Cheque made payable to :

"The Order of Friars Minor (S) Ltd - Columbarium"

Columbarium office hours :

Monday, Tuesday, Thursday & Friday

9.00 am to 5.30 pm

Wednesday & Saturday

By Appointment

Sunday

9.00 am to 1.00 pm

Telephone No.

6560-6361

Fax No.

6566-2852

Email

franciscan.columbarium@gmail.com

Website

<http://franciscans.sg/columbarium>

Date : 1 Jun 2015