



**CITY OF DAWSONVILLE**  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534  
Phone # : (706) 265-3256  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

## Columbarium Niche Use Agreement

THIS COLUMBARIUM USE AGREEMENT (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the City of Dawsonville (hereinafter the City)

and \_\_\_\_\_ (hereinafter the Purchaser)

for the use of Columbarium niche # \_\_\_\_\_ for one (or two) inurnment(s).

WHEREAS, the City has a Columbarium on its property located at 170Academy Avenue, Dawsonville, GA to be used for inurnment of cremated human remains; and

WHEREAS, the Purchaser desires to reserve the use of said Niche(s) for the inurnment of designee(s) in the columbarium and the City desires to grant same, subject to the terms, provisions and limitations of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Purchaser has paid to the City the sum of \$ \_\_\_\_\_ for the reservation and use of the Niche which shall include opening the Niche for the purpose of inurnment (subsequent openings are limited and subject to additional fees) and the associated engraving fee. The Purchaser may place the cremated human remains for up to two Designees in each Niche. The Purchaser and the Designee(s) are set forth in the attached “Columbarium Niche Designee Information” form.
2. The Purchaser agrees to be bound by the attached regulations as prescribed in the City’s Code of Ordinances and further agrees to any future amendments to said regulations, and such agreement and authorization shall be binding upon the heirs, executors, administrators and assigns of Purchaser.
3. The City shall retain title to the columbarium and grants to Purchaser the right to use the columbarium in accordance with the City’s regulations referred to above, as they may be amended from time to time.
4. The Purchaser or representative(s) assigned by the Purchaser of the deceased shall be solely responsible for the cremation in accordance with the applicable laws of the State of Georgia including an approved size urn to fit inside the niche and for the costs associated therewith. Purchaser may use a funeral home or a cremation service of their choice and such costs will be the responsibility of the Purchaser. The City shall only be responsible for opening and closing the Niche.
5. If the Purchaser finds it necessary to relinquish the Niche after payment of the Use Fee and the Niche has not been utilized, the City has the right to release the Niche and the City will refund to the Purchaser the original Use Fee, less \$500.00. If determined at a future date the Purchaser determines to remove the cremains and said Niche is vacated, the Purchaser shall not be entitled to any refund of any part of the Use Fee and the rights of the Niche are released back to the City.
6. The City will make reasonable precautions to protect the Niche and its contents from loss or damage but will not assume any liability for causes beyond its control including, but not limited to, acts of God, vandalism, theft, accidents, riots, military actions, or strikes.

7. The Purchaser authorizes the City to relocate the columbarium or the cremated remains to another location if relocation should become necessary which may be caused by damage, flooding, construction or reconstruction of additions, or any other reasons seen or unforeseen by the City, and this authorization shall be binding upon the heirs, executors, administrators and assigns of the Purchaser. Any such movement will be performed at the discretion and cost of the City.
8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understanding, commitment or agreement, oral or written between the parties of any official or representative of either of the parties. The Purchaser understands that this Agreement shall be binding upon his/her heirs, executors, administrators, successors, assigns, legal representatives and agents.
9. Niche maybe be opened up to two times after the initial inurnment of cremains and shall be accompanied by the payment of fees as follows:

Charge for Opening of Niche for Inurnment: \$0 (Included in purchase price)

Date Opened (if available): \_\_\_\_\_

Charge for Opening of Niche AFTER Inurnment:

- **\$100** (M-F, 8:00 am – 4:00 pm) OR
- **\$200** (Weekends, City-observed holidays, or after 4:00 pm M-F)

Date Opened: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

Charge for **FINAL** Opening of Niche for Removal of Cremains:

- **\$150** (M-F, 8:00 am – 4:00 pm) OR
- **\$250** (Weekends, City-observed holidays, or after 4:00 pm M-F)

Date Opened and Cremains Removed: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement for use of a niche in the City’s columbarium has been executed by all parties as of the day first above written.

**City of Dawsonville**

**Purchaser**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_