

# **WHITE'S CHAPEL UNITED METHODIST CHURCH**

## **COLUMBARIUM RULES, POLICIES, AND REGULATIONS**

### **1. PURPOSE:**

White's Chapel's Columbarium will be a place for internment of the cremated remains of deceased WC past and current members, their immediate family, and other eligible persons. In addition to columbarium niches, memorial plaques will also be used to memorialize loved ones who have gone before us but whose resting place is elsewhere.

Our objective is to provide a sacred site of beauty and dignity for final resting that glorifies God, and where families and friends can visit, reflect, and remember.

### **2. GOVERNANCE:**

The Rules, Policies, and Regulations related to the Columbarium are made and approved by White's Chapel's Board of Trustees as owner of the Columbarium. The Trustees and their Columbarium Committee have authority for all decisions pertaining to the White's Chapel Columbarium and Memorial Garden.

**Role and responsibilities of the Columbarium Committee:**

- Budget/expense management for the proper administration, operation, and maintenance of Columbarium
- Application review and approval/Certificate issuance
- Name plate inscription process
- Other applicable decisions

### **3. ELIGIBILITY:**

- Persons with a minimum of 6-months as a WC member, past WC members and their immediate family (spouse, children, stepchildren, parents, stepparents, grandparents, companions)
- Current and past WC pastors and their immediate family
- Senior Pastor discretion

### **4. FEES AND RIGHTS OF INURNMENT:**

The one-time fee for the Right of Inurnment shall be as stated in the Schedule of Fees.

The WC Committee will have the authority to set the price for purchase of the right of inurnment. The right of inurnment shall include urn(s) that are specifically designed for the niche. The niches have been constructed with a capacity of two urns. However, a purchaser of a right of inurnment

may choose whether to be placed in the same niche with a loved one or in an individual niche at an additional cost of an additional niche.

To purchase a right of inurnment, an eligible person should obtain a WC Columbarium packet from the church office. A packet should contain a copy of the Rules, Policies, and Regulations, a copy of an application, and any other applicable forms. The applicant should complete all the requested forms and submit them to the church office. When the application is approved, the new owner of a right of inurnment will be issued a Certificate of Right of Inurnment. This certificate should be stored in a secure location for future reference.

#### **5. SELECTION OF NICHES:**

Assignment/selection of niches will be in the order the application is received/approved. The Columbarium packet of materials will have a form for the Applicant to designate their niche preference. In the instance the niche designated is unavailable at the time the application is processed, a Committee member will assist the Applicant in selecting another location near their preference.

The niches will remain the property of the Church. Eligible persons are purchasing a right of use, not ownership.

#### **6. INURNMENT PROCEDURES:**

- Services are the sole province of the Pastors of White's Chapel.
- Only an ordained pastor of White's Chapel United Methodist Church or invited by the WC Senior Pastor is authorized to officiate at an inurnment/memorial service.
- Only sealed urns holding cremated human remains will be allowed.
- Niche inscription will be of uniform size and contain the deceased's full name, date of birth, and date of death.
- Urn(s) must conform to Church standard size. The Church will have a supply of urns for Purchaser, which is included in the original price.
- Opening of niche is prohibited by anyone other than authorized Church personnel except as provided by court order.

#### **7. SURRENDER, ABANDONMENT OR REVERSION:**

- **SURRENDER:** The Owner may elect to surrender the Right of Inurnment certificate if no cremated remains have ever been inurned in the assigned niche. In this case, the Owner must fill out the Termination of Right of Inurnment form and the Columbarium Committee will refund 75% of the original purchase price to the Owner within 30 days after receipt of the termination notice.
- **ABANDONMENT:** If after 25 years from date of Right of Inurnment certificate, no cremated remains have been inurned in the assigned niche, and the Owner of such

certificate cannot be located after good-faith efforts are made by the Committee to locate the Owner, the Right to Inurnment and the certificate evidencing same shall be deemed null and void and of no further force and effect and the assigned niche shall revert back to the Church.

- **REVERSION:** If the cremated remains of an eligible person are not inurned in an assigned niche within 6 months of the eligible person's death, the Right of Inurnment after the death of such eligible person reserving the niche or the last death if two persons jointly reserved niche, the assigned niche shall automatically revert to the Church unless otherwise granted by the Committee. The Committee shall make a good-faith effort to notify the appropriate family member(s) or personal representative of such deceased eligible persons(s) prior to the expiration of the six-month time limitation. However, upon the expiration of the six-month period, all rights in and to the assigned niche formerly held by the deceased shall revert back to the Church, with no requirement for a reimbursement of any of the paid fees.

#### **8. NICHE USE:**

No cremated remains may be inurned in any assigned niche except those of the persons listed on the Right of Inurnment certificate for that assigned niche. The Committee has the right to request documentation from a Crematoria attesting to the person's identity and other information as may be required by the Committee.

#### **9. TRANSFER & ASSIGNMENT:**

- Rights of Inurnment are not transferable without proof of eligibility of the proposed new owner.
- Cremated remains remain the property of heirs at law of the deceased, unless provided for otherwise in a valid will. If removed by the Owner of the cremains, the Right of Inurnment reverts to the Church.
- Title to the Columbarium and all niches remain with the Church at all times.
- Cremated remains may not be removed without the written consent of the Church and the owner of the Right of Inurnment.
- Properly identified descendants may reclaim cremated remains with no compensation due to the Owner of the cremains.

#### **10. FLOWERS AND DECORATIONS:**

Except during inurnment services, flowers, decorations and other objects will not be permitted in the Columbarium area. The placement of any materials (including toys, wreaths, candles, ornaments, or other decorations) within the Columbarium area may be removed and disposed of without notice to the owner or liability to the remover.

#### **11. OWNER'S OBLIGATION TO PROVIDE CONTACT INFORMATION:**

The Owner of the Right of Inurnment has the obligation to keep the Church notified concerning current address and contact information. Neither the Church nor the Committee shall bear any liability for any action taken without the consent of an Owner of a Right of Inurnment if the contact information in the inurnment Owner's file is not current.

#### **12. INDEMNITY AGREEMENT:**

Subscriber agrees to indemnify and hold harmless White's Chapel from any and all past, present, or future claims, demands, actions, or causes of actions arising out of claims for personal injuries or damages which subscriber has or might have, known or unknown, now existing or that might arise hereafter, for or in any manner arising out of the condition, existence, or maintenance of the White's Chapel Columbarium, or any alleged dangerous condition or defects thereto.

The subscriber's duty to indemnify and hold harmless shall include but not be limited to: causes of actions for negligence, negligent hiring or supervision, negligent maintenance, gross negligence, intentional injury, intentional infliction of emotional distress, breach of contract, violations of any federal, state or local statute or law, violations of any federal, state or municipal building or safety code, violations of any common-law provisions, and/or for any element of loss or damage recoverable under law. This indemnity agreement serves to indemnify and hold harmless White's Chapel United Methodist Church for White's Chapel United Methodist Church's own negligence (including any alleged gross negligence of White's Chapel United Methodist Church), and for the negligence and gross negligence of White's Chapel's employees, agents, and representatives in connection with the existence, conditions, and maintenance of the property, or alleged dangerous conditions or defects in the property.

This indemnity agreement shall apply where such claims, injuries or damages are or were caused by White's Chapel's sole negligence or breach of any duty or the joint negligence or breach of any duty by White's Chapel, its employees, agents and representatives, and/or any other person or entity.

#### **13. CHANGE OF OWNERSHIP:**

The Right of Inurnment will continue as long as the present church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement columbarium will not be furnished at the new site, the Right of Inurnment will cease. In that event, the Church will notify the Owner (or his or her legal representative successors) that they must remove the cremated remains from the niche. If no one of such persons removes the cremated remains within a reasonable time or if no one of such persons can be contacted within a legal time, the Church has the right to relocate the cremated remains, as it deems proper. No refund of any amount for the Inurnment Rights will be made.

#### **14. PERPETUAL CARE FUND:**

**Funds from the sale of niches in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Columbarium Committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:**

- **Routine maintenance**
- **Seasonal plantings**
- **Inscription and installation of engraved plaques**
- **Insurance as required**
- **Future additions, modifications, and/or repairs to the Columbarium**
- **Other uses at the discretion of the Columbarium Committee**

#### **15. AMENDMENT OR WAIVER OF OPERATING RULES:**

**The Columbarium Committee may at any time amend, repeal, suspend, or waive any or all of the rules and requirements of these Rules, Policies, and Regulations. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Committee, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.**