



COLUMBARIUM OPERATIONS MANUAL

1. **THE BOARD OF TRUSTEES**, in keeping with The Book of Discipline of the United Methodist Church, hereinafter referred to as “the Church”, shall at all times have full control of the Columbarium and policies governing its use. The Board of Trustees is empowered to appoint a sub-committee for management of the Columbarium.

2. **THE COLUMBARIUM** shall consist of niches for the inurnment of the ashes of the cremated bodies. Each niche shall have engraved the name of the deceased and the dates of birth and death as provided by the appropriate family member or designated party.

3. **ELIGIBILITY:** The Columbarium shall be used only for the inurnment of the cremated remains of (a) current and former members of the congregation of the Church, (b) spouses of such members, (c) children or step-children of such members and their spouses, (d) grandchildren of such members and their spouses, (e) parents or step-parents of such members, and (f) current or former ordained ministers of the Church, their spouses, children and step-children, all of which classes of persons shall be deemed members of the Church for the purposes hereof (the Eligible Persons). The Board of Trustees shall have the authority to make exceptions to the definition of the Eligible Persons.

If a purchaser transfers his or her membership from the church the purchaser shall continue to have the right to use the Columbarium for inurnment until he or she shall by written notice terminate the Columbarium Agreement, or until the end of the tenth year following the date of such transfer of membership, at which time ownership of the right of inurnment shall terminate automatically. The purchaser may extend the Columbarium Agreement for additional ten-year periods by giving written notice of extension to the church prior to the end of the ten-year period then in effect.

The Columbarium Agreement shall be evidence of the purchaser’s right to use of a niche in the Columbarium for inurnment subject to these rules, as the same shall be amended from time to time by the Board of Trustees.

4. **RESERVATION PRIVILEGE:** Niches or units of niches may be reserved after payment in full for present or future use by mutual agreement.

5. TITLE & RETAINED RIGHTS BY THE CHURCH: Legal title to all niches shall at all times remain with the Church. The Church shall have the right to place in a Columbarium niche the cremated remains of an Eligible Person, and to keep them there as long as the Columbarium shall be maintained, based on the following terms:

- a. The Purchaser of this exclusive right, who has paid the purchase price in full and selected a specific niche, shall receive a certificate attesting to his or her inurnment right in a specific designated niche.
- b. The Church reserves the right to move the Columbarium, including niches already in use, to another location within the Church campus, or to an outside location should the Church find it necessary to do so.
- c. The price for future purchases of niches may be changed by the Board of Trustees at any time. The purchase price shall be uniform at any given time. The right to select an individual niche or niches may be given to purchasers in the order in which the applications and payments in full are received.
- d. No purchaser shall have the right to sell, give, or devise the niches to another person. However, a purchaser who desires to sell, give or devise a niche to another party who exhibits eligibility under the terms of this agreement may request the committee to permit such transfer, and the committee may, at its sole discretion, approve such transfer as the committee deems appropriate.

6. CONDITIONS: The Columbarium will be open to visitors when the Church is open. Funeral services may be held inside or outside the Church as appropriate. The Purchaser assumes the obligation to have the remains cremated and otherwise prepared in accord with the laws then in effect in the State of Alabama.

7. FEES FOR INURNMENT: No additional fees will be required to be paid under any other provision hereof, for inscribing name and dates on the niche face as this is included in the initial purchase price. In the case of a double niche, if the second inurnment does not occur simultaneously with the first inurnment, no fee will be charged for the second inurnment. The Board of Trustees may from time to time establish any changes regarding fees provided for in this paragraph.

8. URNS: The Church shall select and furnish the Urn or other container for the cremains. It will be the responsibility of the personal representative of the deceased to arrange for the cremation at no expense to the church and to return the cremated remains, properly identified, to the church to be placed in the niche in the Columbarium.

9. INSCRIPTIONS: Each niche may be inscribed only with the deceased Eligible Person's name, date of birth and date of death. Niches receiving the cremated remains of two (2) Eligible Persons may be inscribed with such information for both persons. No other inscriptions will be permitted. The church will provide for the inscriptions upon niche face.

10. CREMATION COSTS: The costs of cremation are not covered by any fee or fees paid to the Church pursuant to these Rules and the Church will not offer any cremation services. The representative of the deceased Eligible Persons shall be responsible for cremation in accordance with the laws of the State of Alabama and for the costs in connection therewith.

11. MULTIPLE INURNMENTS IN A NICHE: The placement of cremains of more than two (2) persons in a niche is prohibited.

Each niche in the columbarium is designed to receive two cremains. A purchaser of the exclusive right to use a niche shall pay the full fee of said niche and shall be entitled to name one or two persons whose cremated remains are to be inurned therein, provided that such named persons qualify as eligible.

12. MEMORIAL SERVICES: A memorial service, if conducted, for the inurnment of cremated remains will be planned by the ministers of the Church in consultation with the deceased's family. Only a minister of the Church or someone designated by such minister may conduct the services held in connection with the inurnment of the cremains in the niches of the Columbarium.

13. REMOVAL OF CREMATED REMAINS BY ENTITIES OTHER THAN THE CHURCH: Upon the request of a person showing evidence of due authority, a niche may be opened and the cremated remains of a deceased Eligible Persons inurned therein may be removed by such person authorized by law to do so and upon compliance by such person with all requirements of state, municipal or other applicable laws. The Church shall do any such opening of a niche at such time as may be convenient to it and the person requesting such action shall pay the cost thereof. The Church may require as a condition to complying with such a request that the person making such request release and indemnify the Church against all liability and expenses (including attorneys' fees) incurred in connection with such opening removal. If, after the removal of the cremated remains of the deceased, the cremated remains of another deceased are not still present in the niche, all rights to use of the niche shall revert to the Church. The Church shall refund no fees of any type to any person or estate upon such removal of inurned remains.

14. **RECORD OF INURNMENTS:** The Church shall maintain a record of each inurnment in the Columbarium. The name of the deceased in each inurnment, the deceased's dates of birth and death and the name of the deceased's next of kin shall be included in such record. The Church shall also maintain a list of all Eligible Persons who have inurnment rights, together with the names of the next of kin of such Eligible Persons.

15. **ACCOUNTS:** The Church shall maintain all fees, donations, bequests or other funds received by the Church in connection with the Columbarium in a designated account in the special funds accounts of the Church.

16. **AMENDMENT OR WAIVER OF RULES:** For just and reasonable cause, the Board of Trustees shall have the right to modify, amend, repeal, suspend or waive any or all of the rules and requirements stated herein.

17. **TERMINATION OF RIGHTS:** Inurnment rights of a purchaser shall automatically terminate, and the Church may reassign that niche if it not used within fifteen months of the death of the person owning inurnment rights to the niche, unless the appropriate personal representative has requested, and the Church at its' complete discretion has agreed to, an extension.

18. **STATUS OF COLUMBARIUM:** The Church reserves the right to terminate in whole or in part its operation of a Columbarium, or to move the Columbarium or any part of it to another location of its choosing. In which event, the Church shall at its expense move the cremated remains of deceased persons then inured in affected niches to the new location or to another Columbarium deemed appropriate by the Church, provided, however, the Church's responsibility for such expense shall not exceed the amount in the Columbarium designated account at that time.

19. **USE OF COLUMBARIUM DESIGNATED FUNDS:** The Church will reserve funds in the Columbarium designated account for maintenance and other contingency needs directly related to the Columbarium.