

## **COLUMBARIUM OF ST. ANDREW'S UNITED METHODIST CHURCH**

1901 Archdale Drive  
Charlotte, North Carolina 28210

### **POLICY AND OPERATING RULES**

The Columbarium ("Columbarium") of St. Andrew's United Methodist Church (St. Andrew's) is created on the premises of St. Andrew's for the interment of the cremated remains of Eligible Persons, as defined hereinafter. The Columbarium will also serve as a prayer garden for the bereaved, and will include Memorial Plaques ("Plaques") as may be designated appropriate for memorialization of the deceased.

This Policy and Operating Rules ("Policy") are established to assure that the procedures for interment and memorializing are carried out in an orderly and reverent manner, and to describe and explain the services provided by St. Andrew's in connection with these activities.

**DESCRIPTION:** The Columbarium shall consist of niches ("Niches"), uniform in size, for the interment of the ashes of cremated human bodies. Each Niche shall be covered with a Plaque, uniform in size and color, which shall be engraved with the name, date of birth and death of deceased. The design of the cover shall be determined by the Columbarium Committee.

**ELIGIBILITY:** Interment in Niches and Memorialization on wall Plaques in the Columbarium shall be restricted to eligible persons, who are defined as:

- (a) A member of St. Andrew's;
- (b) Spouse of a member;
- (c) Child or stepchild of a member;
- (d) Parent or stepparent of a member;
- (e) Current or past minister of St. Andrew's;
- (f) Other persons with strong ties to St. Andrew's if approved by the Columbarium Committee after a written request ("Eligible Person")

**PURCHASE OF NICHES:** Only eligible Persons may purchase the right to use Niches or Memorial Plaques within the Columbarium.

Eligible Persons may reserve specific Niches for interment of cremated remains upon payment of designated fees and execution of a contract for purchase and perpetual care at the time of reservation. A schedule of current fees and payments is attached hereto as Exhibit A.

No interment or memorialization shall be made prior to executing an agreement in the form attached as Exhibit B and payment in full of all fees and payments listed in Exhibit A. In case of financial need, confidential arrangements for purchase of a Niche or Memorial Plaque may be made with the approval of the Columbarium Committee and the senior pastor to the extent of available funds. In determining financial need, the Columbarium committee and senior pastor will look to the financial condition of the estate of the deceased as well as to the financial condition of the aggrieved family or friends who seek to purchase the Niche or Plaque.

The right to use a Niche may not be transferred to any person in any manner without prior written consent of the Columbarium Committee, and in no event may the right to use of a Niche be transferred to anyone who is not an Eligible Person.

Designation of the person to be interred may be changed by a request in writing from the person reserving the right to use the Niche at any time prior to the death of the person originally designated to be interred therein, but any newly designated person must be an Eligible Person.

Each Columbarium Niche shall be assigned a specific number. Names shall be inscribed on the Plaques only upon receipt by the Columbarium Committee of an official death certificate of the person to be so memorialized. The legal title to all Niches and Plaques shall remain with St. Andrew's at all times. No ownership rights or interest in the Columbarium or its real or personal property is being transferred to any Eligible Person or any other person.

A spouse may reserve the right to use a Niche on behalf of himself or herself as well as on behalf of his or her spouse.

Any Eligible Person may select any Niche that has not been previously reserved. Reservation may not be transferred to another Eligible Person

without prior written permission of the Columbarium Committee. A contract form for the reservation of a Niche is attached hereto as Exhibit B. If any installment payment arising from the reservation of a Niche is past due and the default is not cured within sixty (60) days of written notice from the Columbarium Committee to the last known address of the person making such reservation, the reservation shall expire. Any payment for reserving a specific Niche shall be non-refundable.

**CANCELLATION:** Any reservation for a Niche that remains unused for more than eighteen (18) months from the date of death of the Eligible Person for whom the Niche was reserved shall be cancelled.

**MANAGEMENT:** The Columbarium committee shall manage the Columbarium, subject to the authority of the Administrative Council and the Trustees, where applicable. The Columbarium Committee will be responsible for receiving all payments and for disbursing all expenditures in connection with the Columbarium, and it will maintain separate financial accounting for the Columbarium under the caption "The Columbarium Fund". Annual audits and reviews will be performed in accordance with regular accounting procedures of St. Andrew's.

**COLUMBARIUM COMMITTEE:** St. Andrew's has established a standing committee to provide for administration of the Columbarium. Membership of the Columbarium Committee shall consist of six (6) members, who are nominated by the Nominations Committee and ratified by the Charge Conference. These six (6) members shall serve staggered three-year terms. The Chairperson of the Administrative Council and at least one member of the Board of Trustees shall serve as members of the Columbarium Committee. The senior pastor of St. Andrew's shall serve as an ex-officio member of the Columbarium Committee, without the right to vote. Members of the Columbarium Committee shall elect the Chairperson of the Columbarium Committee. The Columbarium Committee shall function under the general supervision of the Administrative Council and shall report to it annually or more often as may be deemed necessary by the Administrative Council.

The Columbarium Committee shall administer the day-to-day operation of the Columbarium. The Columbarium Committee shall also create and

provide information regarding the Columbarium, handle all reservations for Niches and Plaques, obtain all inscription information and contact for inscription services, issue payment notices, schedule installations and oversee maintenance. The Columbarium Committee will maintain a record of each interment in the Columbarium and inscription of names on the Plaques. The name of the deceased in each interment, the deceased's date of birth and death, and the deceased's next of kin or legal representative shall be included therein. The Columbarium Committee shall also maintain a list of the persons who have reserved Niches or Plaques inscriptions together with the names of kin or legal representative of such persons. The Church Finance Office will keep all contracts for reserved Niches and Memorial Plaques.

**ADDRESSES:** It shall be the responsibility of the person reserving the Niche, or Plaque inscription to keep the Columbarium Committee advised at all times of his or her current mailing address and the mailing address of his or her next of kin.

**INTERMENT:** The senior pastor of St. Andrew's, in consultation with the family of the deceased, shall be responsible for arranging the memorial service for interment of cremated remains. Only a minister may conduct the interment ceremony itself, and no minister who is not a member of St. Andrew's may conduct such a ceremony without the prior approval of the St. Andrew's senior pastor.

**URNS:** Each Niche may house one or two urns containing the remains of Eligible Persons. Urns are not supplied by St. Andrew's or the Columbarium committee. Urns must be of a size that can fit into the 12"X12"X12" Niche. In the event that two (2) urns are required to fit in one niche it is the responsibility of the family to determine the urn dimensions. Urns and their shipping boxes are the only items that can be placed inside each Niche. The pastor can make small exceptions to this rule as he or she sees fit.

**COST:** Any fee paid pursuant to these operating rules does not cover the cost of cremation. St. Andrew's will not offer cremation services. The prescribed fees cover no expenses other than those specified herein.

**NICHE COVERS:** Engraving of Niche covers will be of uniform size and style as prescribed by the Columbarium Committee. The Columbarium Committee will provide for such engraving as part of the fee prescribed in Exhibit A. Each Niche cover will be inscribed only with the name and date of birth and death of each deceased Eligible Person. Niches containing the remains of two (2) Eligible Persons will be inscribed with such information for both persons. No other inscriptions will be permitted. No natural or artificial flowers, flags, decorations, ornaments or other memorabilia shall be permitted inside the Columbarium area except for those placed at the time of interment, which shall be removed within five (5) days thereafter.

**MEMORIAL PLAQUES:** In addition to the Monuments and Niches which are designated to house cremated remains, the Columbarium has a wall mounted bronze Plaque(s) which will be used to memorialize Eligible Persons who have been buried or interned in other locations.

Individual cast bronze Plaques (2" X 10") with the Eligible Person's name, date of birth and date of death will be attached to the wall mounted bronze Plaque.

No pre-reservations are necessary for the Memorial bronze Plaques although these can be pre-paid for if desired. Should you wish to prepay for memorial Plaques, read and sign this contract and submit it along with your payment to the church office.

**SURRENDER, DEFAULT AND CANCELTION:** Upon the surrender, default or cancellation of any reservation for a Niche (collectively known as "Default Reservation"), the person making the reservation shall be entitled to a refund of any fee paid less the initial payment of \$500.00 as an administrative charge; however, any donation amount contributed in excess of the fee shall remain a donation and the property of St. Andrew's. The amount to be refunded shall not be refunded until the Columbarium Committee has processed a new reservation for a Niche. It will be deemed that the first reservation processed after a Defaulted Reservation is in substitution for the Defaulted Reservation. If at any time there is more than one Defaulted Reservation, as new reservations for Niches are processed, refunds shall be issued beginning with the earliest Default Reservation until all such refunds have been issued.

**ACCESS:** The opening of any Niche is prohibited by anyone other than authorized St. Andrew's personnel except as provided by court order.

**LIABILITY:** No liability of any kind whatsoever is assumed by St. Andrew's for the maintenance or preservation of the ashes of any person interred in the Columbarium or for any loss or damage to the urns.

**AMENDMENT:** The Columbarium Committee shall have the authority to amend, change or modify these operating rules, subject to the approval of the Administrative Council.

## **EXHIBIT A**

### **Columbarium of St. Andrew's United Methodist Church**

#### **Policy and Operating Rules**

#### **RESERVATIONS: FEES AND DONATIONS**

Fee for the reservation of a Columbarium Monument Niche and the engraving of the said Niche	\$2,000.00
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Fee for a Memorial bronze Plaque complete with name, date of birth and date of death	\$300.00
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#### **RESERVATION OF A COLUMBARIUM NICHE BY INSTALLMENT PAYMENTS**

Initial Payment	\$500.00
Subsequent payments (per year for three (3) years)	\$500.00

#### **ARRANGEMENTS:**

Arrangement for reservations of Monument Niches and Bronze Plaques plus any other donations to the Columbarium Fund shall be made through the church office. Checks shall be made payable to St. Andrew's United Methodist Church with "Columbarium Fund" designated on the face of the check. Payment in full is required prior to interment or Memorialization.

## EXHIBIT B

### Columbarium of St. Andrew's United Methodist Church

#### CONTRACT FOR PURCHASE AND PERPETUAL CARE

**THIS CONTRACT** made and entered into this  
 \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_ by and between St. Andrew's United Methodist Church,  
 hereafter referred to as the "Church", and \_\_\_\_\_

\_\_\_\_\_  
 hereafter referred to as "Purchaser".

**WHEREAS,** The Church has designated a plot of land on its premises known as "The Columbarium", which is set aside as a repository for cremated ashes and Memorial Plaques of Eligible Persons.

**WHEREAS,** The Church has established a Policy and Operating Rules (collectively referred to herein as the "Policy"), attached hereto as Exhibit A and made a part hereof, governing eligibility and use of the Columbarium.

**WHEREAS,** the Church desired to sell and Purchaser desires to purchase the right to use a specific Niche in the Columbarium, with the Niche number assigned as \_\_\_\_\_ or \_\_\_\_\_.

**WHEREAS,** the Church desires to sell and purchaser desires to purchase the right to mount a memorial Plaque in the Columbarium.

**NOW, THEREFORE,** for and in consideration of the foregoing recitals, the mutual promises and covenants contained here, and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Church agrees to provide Purchaser and Purchaser agrees to purchase from the Church the right to the use of a Niche in the Columbarium for the cremated remains of one (1) or two (2) Eligible Person(s), or the right to memorialize eligible person or persons.
2. The Church agrees to have the Niche cover inscribed with the name, date of birth and date of death of the person(s) to be interred therein, and to provide the perpetual care.
3. The Niche purchase price shall be \$2,000.00 payable upon execution of this document or by installments with a reservation payment of \$500.00 at the time of execution, with the balance to be paid in the amount of \$500.00 annually by the last day of the quarter in which the reservations was made. If any installment payment is past due and the default is not cured within sixty (60) days of written notice to the Purchaser's last known address, the reservation shall expire and all previous payments shall be refunded, except for the initial reservation payment of \$500.00. No interment shall be made until the Purchaser has paid in full.
4. The Church shall retain full title to all Niches and Memorial Plaques in the Columbarium, and hereby grant to the Purchaser only the right to use the Niche designated herein.
5. The Purchaser has read the Policy and Operating Rules governing the Columbarium, is familiar with their contents, and agrees to be bound by the Policy and Operating Rules.
6. The Purchaser authorizes the Church to relocate the Columbarium, his or her Niche, Memorial Plaque or therein, and any cremated remains in such Niche, to another proper location should it become necessary for any reason. This authorization shall be binding upon the heirs, executors, administrators and assigns of the Purchases.
7. The Purchaser warrants that he or she has all right, title and interest in or to the mortal remains of the person(s) designated to be interred at the Columbarium. The Purchaser further warrants that he or she has full right and warranties to execute this contract. The Church has and assumes no responsibility to inquire further into the authority of the Purchaser to execute this contract.

8. The Purchaser or his or her representative shall furnish the Church with the following information concerning the person(s) whose remains are designated for interment in the Columbarium Niche subject to this contract. Likewise the purchaser or his or her representative shall furnish the church with the following information concerning the person(s) who they wish to Memorialize with a Bronze Plaque.

**NAME:** \_\_\_\_\_  
(First) (Middle) (Last)

**DATE OF BIRTH:** \_\_\_\_\_

**DATE OF DEATH:** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
(First) (Middle) (Last)

**DATE OF BIRTH:** \_\_\_\_\_

**DATE OF DEATH:** \_\_\_\_\_

9. This contract constitutes the entire agreement between the parties hereto. It is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between these parties are merged herein. This contract may not be changed orally, but only by agreement in writing

signed by both the Chairperson of the Columbarium Committee and Purchaser. No waiver of any of the provisions to this contract shall be valid and enforceable unless it is in writing and signed by the Chairperson of the Columbarium Committee and the Purchaser. The provisions of this contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this contract shall be governed by the laws of the State of North Carolina. This contract shall be deemed an original and all of the counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed under seal as of the day and year first above written.

**ST. ANDREW'S UNITED  
METHODIST CHURCH:**

**PURCHASER:**

**BY:** \_\_\_\_\_  
(Typed or Printed Name)

**BY:** \_\_\_\_\_  
(Type or Printed Name)

**TITLE:**  
\_\_\_\_ Chairperson of Columbarium Committee  
\_\_\_\_ Chairperson of Board of Trustees

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

*Revised September, 2012*