

**Rules, Policies, and Regulations Related to
the Columbarium of
St. Andrew Presbyterian Church
300 W Oak Street, Denton, Texas 76201**



As Amended and Approved by the Session on November 20, 2019

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Preface

Cremation, an alternative to burial, is an increasingly popular means of dealing with the final disposition of a person's remains. The opportunity to be inurned on the grounds of St. Andrew Presbyterian Church is a meaningful way to strengthen the bonds of our community of faith. Indeed, it harkens back to a time when traditional cemeteries were juxtaposed with the church grounds. This method of inurnment provides members with a final resting place consistent with their faith, and their connection to God, through their place of worship.

I. Purpose

The Columbarium of St. Andrew Presbyterian Church provides a space for inurnment of deceased Church members (and other eligible persons).

II. Governance

Through the Columbarium Committee, the Columbarium, which is owned by and part of the Church, is administered by the Committee which operates and maintains the Columbarium under authority of the Session. The Committee shall consist of 3 to 5 members of the Church and include an ordained minister from the Church's staff. Committee Members shall be appointed by the Session and might include (e.g.) the Associate Pastor, a member of the Building and Grounds Committee, a member of the Stewardship Committee, and Members at large, all subject to Session approval and confirmation.

The Committee shall have authority to elect its own Chairman, adopt its own internal rules and operating procedures. A quorum shall be defined as a majority of the Committee's members, and actions shall be taken upon a majority vote of the Committee members in attendance. Subject to approval by the Session and consistent with these Rules, Policies and Regulations, the Committee shall have authority to establish policies for the sale of niches and the inurnment of cremains, and adopt and utilize contracts, forms and other documents incidental to such sales and inurnments. Also, the Committee can receive proceeds from the sales of niches and make disbursements or expenditures as the Committee deems necessary for the proper operation of the Columbarium, subject to accounting for such financial transactions to the Session. The Committee shall also establish and maintain in the Church's name such accounts in which to deposit receipts related to the Columbarium, including the proceeds from the sale of niches, and from which to make the disbursements or expenditures related to the Columbarium.

III. Eligibility for Inurnment

Inurnment in the Columbarium shall be limited to the cremains of any member or past member of St. Andrew Presbyterian Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the inurnment of others may be honored if recommended by the Committee and approved by the Session.

IV. Fees

The current, one-time fee for the right of inurnment in the Columbarium is \$1000 per niche. This fee includes up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, transportation and other, off-premises cost. The fee may be changed in the future by the Committee if approved by the Session. Current holders of Inurnment Rights will neither be reimbursed nor assessed additional costs if the fee changes.

V. Purchase of Niches

To purchase a niche, an eligible person should obtain Columbarium paperwork from the Church office; this packet to include this **Rules, Policies, and Regulations Related to the Columbarium of St. Andrew Presbyterian Church** and all other currently applicable forms. The applicant should complete all appropriate forms and submit them, with payment in full, to the Committee. Upon receiving payment in full, the applicant (now "Owner") will be issued a Certificate of Right of Inurnment ("Certificate").

VI. Selection of Niches

Upon completion of the purchase, or by pastor's discretion, the applicant will have the right to select any niche, which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with up to two urns allowed per niche.

VII. Waiver of Fees

The committee, in consultation with the pastor, shall have the right to waive any part of or all the payment for a niche for anyone otherwise eligible who has recently died or for whom death is imminent. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivor(s).

VIII. Manner of Owner's Delivering of Orders

The Church and the Committee shall only be held responsible for written orders given in person or by certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the niche where inurnment is desired.

IX. Inurnment Procedures

Services. Only an ordained minister serving St. Andrew Presbyterian Church, or an ordained minister invited by the Pastor of the Church, shall be authorized to officiate at an inurnment service utilizing the Columbarium. The committal service shall be at the convenience of both the Pastor (or invited minister) and the family of the deceased to be inurned.

Urns. The only urn that may be used for inurning cremains in the Columbarium shall be the urn provided by the Committee and included in the fee charged for the niche. The name of the deceased shall be permanently affixed to the urn.

Inscription on Niches.

1. Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the inurnment rights shall include the cost of such inscription.

2. Conformity of Text: The maximum face plate entry inscription shall consist of the following:

(top half of the face plate) FULL NAME OF THE DECEASED
WITH DATE OF BIRTH AND DATE OF DEATH (Month (as Jan.,
Mar. Apr.), Date (XX), Year (XXXX))

(bottom half of the face plate) FULL NAME OF THE SECOND
DECEASED WITH DATE OF BIRTH AND DATE OF DEATH
(Month (as Jan., Mar. Apr.), Date (XX), Year (XXXX))

3. Correctness of Inscription: An Inscription Order Form will be provided in the Columbarium Packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so and a representative of The Committee. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Office Manager. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates as filled in on the signed Inscription Order Form.

X. Flowers, Ornaments, and Decorations

A. Floral Regulations No flowers or plants may be placed in the Columbarium area except during the service.

- B. *Prohibited Ornaments* The use of felt, crushed silk, or any other cloth in a Columbarium niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee and disposed of without notice or liability to the owner.

XI. Owner's Obligation of Notification

The owner of inurnment rights has an obligation to keep the Church notified concerning his or her current address, ownership changes, and other related information.

XII. 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 Committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:

1. Routine Maintenance.
2. Inscription and installation of engraved plaques on niches following inurnment.
3. Insurance as required.
4. Future additions, modifications and/or repairs to the Columbarium.
5. Other uses at the discretion of the Columbarium Committee, subject to Session approval.

XIII. Transfer or Assignments

- A. *Right of First Refusal* The Committee retains the right of first refusal to purchase the unused inurnment rights from any owner of such rights at the then current standard purchase price or the original purchase price (whichever is lower) prior to the transfer or assignment of said rights to any other owner. Any new owner would have to meet the criteria in Article III of this document, Eligibility for Inurnment, and would be subject to approval by the Committee.
- B. *Removal* Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the Church, with no compensation due to the owner's estate.
- C. *Niche Use* No cremains may be inurned in any niche except those for persons listed on the Certificate of Right of Inurnment for that niche.

XIV. Title and Retained Rights

The holder of a Certificate acquires no property rights in the Columbarium, any of its niches or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church always. The Certificate attests only to the right to inure the cremains of the person(s) named on the Certificate in the specific niche also stated in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from

time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Committee, the latter shall take preference.

XV. Removal of Cremains by the Church

A. Cremains may not be removed from the Columbarium without the written consent of (a) the Church and (b) the Owner (or his or her legal representative or successors) of the Certificate. The rules stated in this section, *Transfer or Assignment*, shall apply.

B. In the event that the Columbarium requires repairs in order to maintain its integrity, the Owner agrees to permit the temporary removal of any cremains until those repairs are completed.

XVI. Security of Cremains

The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The holder(s) of the Certificates will assume the risk of the loss, destruction or desecration of the decedent's cremains from any or all other causes.

XVII. Termination of the Columbarium

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 cremains from the niche. If no one of such persons removes the cremains 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 cremains as it deems proper. No refund of any amount for the Inurnment Rights will be made.

XVIII. Personal Conduct in the Columbarium Area

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a Presbyterian Church. The Pastor and the Committee are empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

XIX. Protection Against Loss

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Committee sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the inurnment right holders.

XX. Amendment or Waiver of Operating Rules

The Session of the Church may, at any time, amend, repeal, suspend, or waive any or all the rules and requirements of these *Rules, Policies and Regulations*.

CHECKLIST OF COLUMBARIUM PACKET

Name of Person Holding Inurnment Rights: _____
Address: _____
Telephone Number: _____
Niche Location: Wall: _____ Row: _____ Column: _____ Space: _____
Date Cremains Received: _____
Name of Person Depositing Cremains: _____
Address: _____
Date of Inurnment: _____
Pastor Officiating at Inurnment: _____

Document Checklist:

- _____ Rules, Policies, and Regulations Related to the Columbarium (2 copies)
 - _____ Individual Niche Inscription Order Form (2 copies)
 - _____ Application to Purchase a Right of Inurnment (2 copies)
 - _____ Inurnment Contract
 - _____ Incising Fax Order
 - _____ Certificate of Ownership (Issue after Payment in Full) (2 copies)
 - _____ Copy of Death Certificate
 - _____ Copy of Obituary (if available)
- _____ Payment: Cash _____ Check _____

Appendix 1
The Columbarium of St. Andrew Presbyterian Church

300 W. Oak Street, Denton, Texas 76201

Application to Purchase a Right of Inurnment

(Please Print Clearly - Separate Application Required for Each Niche)

Full Name of Applicant: _____ Application No. _____ *(for church use)*

Street Address: _____ City, State, Zip: _____

Telephone: _____ Fax. No.: _____

E-Mail: _____

Niche Requested (Subject to Approval): Column No. (A-E) _____ Row (1-8) _____

Eligibility for Purchase Due To:

St. Andrew PC Member _____;

OR Former St. Andrew PC Member _____ in years _____--_____;

OR Relative of St. Andrew PC Member (name)_____

Relationship _____

Full Name(s) of Eligible Person(s) Who Will be Inurned:

Person 1: Name _____

Address _____ City, State, Zip _____

Relationship to Applicant _____

Person 2: Name _____

Address _____ City, State, Zip _____

Relationship to Applicant _____

Terms of Purchase:

1. Full Payment of \$1000 _____ submitted with application by: Check (# _____)
2. The Applicant agrees that the Columbarium Rules, Policies and Regulations governing operation of the (MM/DD/YY) Columbarium as now existing or which may exist in the future are a part of this application for all purposes and acknowledges receipt of a copy of the existing Rules, Policies and Regulations.
3. The Applicant understands and acknowledges that St. Andrew Presbyterian Church and its authorized agents and representatives shall be liable only for acts of gross negligence and intentional wrongdoing, and in no event shall any such party be liable for any monetary awards in excess of the reservation fee paid by the applicant.

Applicant's Signature: _____ Date: _____

Complete all information requested above.

Application Received by: _____

Date _____

Application Approved by Columbarium Committee: Date _____ Certificate No. _____

Appendix 2

Application No. _____ (for church use)

Individual Niche Inscription Order Form To the Columbarium Committee of St. Andrew Presbyterian Church:

Subject to the Rules, Policies and Regulations of the Columbarium Committee, you are hereby requested and authorized to have placed upon the plaques covering Niche Number: Column (A-E) _____, Row (1-8) _____, in which the cremains of _____ and _____ have been or are registered to be inurned, the engraved inscriptions as follows:

Inscription for First Face Plate Entry (please print carefully):

Name: _____
(First, Middle, Last)

Date of Birth: _____ Date of Death: _____
(Month, xx, xxxx) (Month, xx, xxxx)

[If deceased, cremains: _____ are available; OR _____ are not available for inurnment]
[Date of Inurnment: _____] (Leave Blank)

Inscription for Second Face Plate Entry (please print carefully):

Name: _____
(First, Middle, Last)

Date of Birth: _____ Date of Death: _____
(Month, xx, xxxx) (Month, xx, xxxx)

[If deceased, cremains: _____ are available; OR _____ are not available for inurnment]
[Date of Inurnment: _____] (for church use)

I certify that the above inscription text is correct, and any changes shall be made at my expense.

Signed: _____ Date: _____

Authority for request (check one): Owner of Right; Owner's Heir; Executor; Administrator

Complete all information requested on page one.

Do not write in this box.

Acknowledged for the Columbarium Committee:

Signed _____ Date _____ Certificate No. _____

Please return completed applications to:

St. Andrew Presbyterian Church, Attn: Columbarium Committee

300 W. Oak Street, Denton, Texas 76201

Appendix 3
INURNMENT CONTRACT
MEMORIAL GARDEN AND COLUMBARIUM
ST. ANDREW PRESBYTERIAN CHURCH
DENTON, TEXAS

I, the Subscriber or Representative of the family of _____, relinquish the right to request the removal of the ashes for the purpose of extracting the DNA at any time in the future. The Church, a staff member, a pastor, or any member of the Committee cannot be sued for any reason in connection with the use or misuse of this Garden. The retention of the DNA of the deceased person will be the responsibility of the family members prior to the delivery of the ashes to the Garden.

Family Representative

Committee Member

Date: _____