

# ST THOMAS UNITED METHODIST CHURCH

## Memorial Garden and Columbarium Rules

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Version 1

**Trustees of St Thomas United Methodist Church**

**6/15/2017**

# ST Thomas United Methodist Church Memorial Garden and Columbarium Rules

June 2017

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# ST Thomas United Methodist Church Memorial Garden and Columbarium Rules

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## 1. PURPOSE

The Memorial Garden and Columbarium at St Thomas UMC is place when the cremated remains church members and other eligible persons are housed, memorized and safeguarded on the grounds of the church.

## 2. DEFINITIONS

Within this Rules, any words of any gender shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, unless in each instance the context otherwise requires.

As used in these Rules, the following terms shall have the meanings set forth below:

**“Applicant”** means any person who makes Agreement to purchase a Right of Inurnment.

**“Applicable Laws”** shall mean the applicable laws of the Commonwealth of Virginia.

**“Agreement”** means as Agreement for the Right of Inurnment.

**“Approved Agreement”** means the Agreement for the Right of Inurnment has been approved by the Columbarium Committee and the Trustees.

**“Assigned Niche”** means the assignment of a specific Niche(s) to the Holder and specified on the Certificate.

**“Certificate”** means a certificate issued by the Committee on behalf of the Church to an Approved Agreement, to evidence ownership of the Right of Inurnment.

**“Church”** means St Thomas United Methodist Church, 8899 Sudley Road, Manassas, VA 20110.

**“Columbarium”** means a durable, fireproof structure or a room or other space in a durable, fireproof structure, located on the grounds of the Church, containing Niches and used or intended to be used to contain Cremated Remains of Eligible Persons.

**“Committee”** means the Columbarium Committee of the Church.

**“Committee Members”** mean the members of the Columbarium Committee.

**“Cremated Remains”** means the human bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.

**“Eligible Persons”** means as defined in **Section 5**.

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“**Fees**” means the total cost of all fees and amounts paid by the Applicant and/or Holder in connection with the Agreement, the Certificate, the Assigned Niche, the Inurnment of an Eligible Person and any other costs paid to the Church by such Applicant and/or Holder in connection therewith.

“**Holder**” means the owner and holder of a Certificate or the Holder’s heirs or legal representatives.

“**Indemnification**” means the indemnification by the Applicant and Holder, as set forth in the Agreement.

“**Indemnified Parties**” means as defined in the Indemnification.

“**Inurnment**” means the placement of an urn containing Cremated Remains in a niche.

“**Niche(s)**” means a space in the Columbarium used or intended to be used for the placement of Cremated Remains in an urn.

“**Pastor**” means the senior pastor of the Church.

“**Right(s) of Inurnment**” means the right granted by the Church to an Approved Applicant, as evidenced by the Certificate, to the exclusive and perpetual use of an Assigned Niche for Inurnment of Cremated Remains of Eligible Persons, subject to termination as set forth herein.

“**Rules**” means these Columbarium Rules promulgated by the Committee and the Trustees, as may be amended from time to time.

“**Schedule of Fees**” means fees and costs established for the sale of the Rights of Inurnment and all other costs directly associated with the Inurnment and the perpetual care of the Columbarium as established, from time to time, by the Trustees.

“**Trustees**” mean the members of the Board of Trustees of the Church.

### 3. GOVERNANCE

**A. The Committee.** The Committee administers, operates and maintains the Columbarium under a delegation of authority from the Trustees.

**B. Committee Membership and Appointment.** The Columbarium Committee shall consist a maximum of three persons whom shall be lay members of the Church (the “Lay Members”),

The Lay Members shall be nominated by the Board of Trustees. Lay Members shall serve two year terms; provided, however, two of the initial Lay Members shall serve only a one year term. The three lay members shall serve with an offset 2 year terms. The Trustee’s appointments of the Lay Members shall be approved and confirmed prior to December 31 of each year. The Lay Members serve at the pleasure of the Trustees. At any time at least one Trustee must be a member.

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**C. Committee Functions and Duties.** The Committee shall have authority to:

1. Elect a Chairman for the committee.
2. Subject to approval by the Trustees, adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special meetings, the establishment of a quorum and the procedures by which votes are taken or decisions are made. In the absence of the adoption of any such internal rules and operating procedures, the quorum shall be a majority of the Committee Members, and actions shall be taken upon a majority vote of the Committee Members in attendance
3. Recommend to the Trustees the acceptance or rejection of an Agreement for the Right of Inurnment to the Columbarium.
4. Recommend items or actions needed for the maintenance of the Columbarium.

## 4. RECORDKEEPING

The Church shall keep a record of; each Agreement for the Right of Inurnment, any records required by the Commonwealth of Virginia, and any records required by the United Methodist Church. These records are treated as historical records by the Church.

## 5. ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the Cremated Remains of any of the following (collectively, the “Eligible Persons”):

1. Members or past members of the Church, and members of his or her immediate family. Immediate family members include (i) spouse of the member or past member; (ii) parents or step-parents of the member or past member; (iii) children or step-children of the member or past member; and spouses of children or stepchildren of the member or past member.
2. Any minister or former minister of this United Methodist Church and his or her spouse and members of his or her immediate family (as defined above) are also eligible.
3. Requests for the Inurnment of non-Eligible Persons may be honored only in the event such persons are recommended by the Committee and approved by the Trustees.

## 6. FEES

The one-time fee for the Agreement shall be as stated in the Schedule of Fees. If requested by the Applicant, a \$500 deposit can be made on submission of the Agreement and the remainder due 90 days after approval of the Agreement. A Certificate of Inurnment will not be issued until the Promissory Note is paid in full. This fee includes all costs directly associated with Inurnment and perpetual care of the Columbarium. Any and all Schedule of Fees may be changed by the Committee if approved by the Trustees. Then current Holders will neither be reimbursed nor assessed additional costs if the Schedule of Fees changes. The Schedule of Fees does not include the cost of cremation, transportation and other off-premises cost. If an Agreement for Inurnment is denied, any fees paid are returned.

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### 7. ISSUANCE OF CERTIFICATE AND ASSIGNMENT OF NICHE

If the Agreement is recommended for approval by the Committee and then approved by the Trustees, then upon approval by the Trustees, the Committee shall cause a Certificate to be issued to the Applicant and the Applicant shall be deemed the holder (the "Holder") of the Certificate to an Assigned Niche(s) based on availability at that time. If more than one Agreement shall have been approved on the same date, the assignment of the Niche shall be based on the date and time the Approved Agreement was paid in full.

No more Rights of Inurnment will be sold to the Applicant than those necessary to inurn the Cremated Remains of all currently Eligible Persons at time of Agreement submittal. Verification of Eligible Persons shall be at the discretion of the Committee.

### 8. EMPTY NICHE AS A MEMORIAL

If the Holder wishes, the niche can be used as a memorial marker for an eligible person. It will be so noted in the Agreement and on the Right of Inurnment.

### 9. INURNMENT PROCEDURES

**A. Services.** When not done by the Pastor, only a Minister or an ordained or licensed minister invited by the Pastor of this church shall be authorized to officiate at an Inurnment service at the Columbarium. The committal service shall be at the convenience of the Pastor or Minister and the family of the deceased to be inurned. This is not to be confused with a Memorial Service held in the Church which is a separate service not included in the Right to Inurnment. The Pastor fee will be given in the Schedule of Fees.

**B. Urns.** It is the responsibility of the Holder or family or other responsible party to pay for and provide an urn or a suitable container for Inurnment. The urn(s) must be sized to fit into the Niche of 12 inches by 12 inches. If specifically requested in writing at time of submittal of the Agreement, the Church will provide an urn for an additional fee as set forth in the Schedule of Fees.

### 10. INSCRIPTION ON THE NICHE DOOR

**A. Face Plate Inscription** Fee shall be as set forth in the Schedule of Fees.

**B. Uniformity of Inscription:** The inscription shall be of uniform size and style as determined by the Committee. The inscription text shall be as defined by the Agreement.

**C. Titles, awards and degrees** are allowed on the inscription; however, the Church is not responsible for their validation. Inscriptions considered inappropriate or inflammatory will be refused at the sole discretion of the Committee.

**D. Correctness of Inscription:** Arrangements for the inscription, in accordance with the name and dates furnished by the Agreement, will be made by the Committee. The Committee shall be responsible only

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for written orders given in person or by certified mail, and shall not be responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the Assigned Niche.

**E. There is no artwork allowed on the niche door;** however, artwork is permitted on the urn at the discretion of the Committee. Artwork considered inappropriate or inflammatory will be refused at the sole discretion of the Committee.

**D. Inscription on Urn Cover.** For an additional optional fee as set forth in the Schedule of Fees, an Urn Cover Plate may be purchased for urns purchased through the Church. This Cover Plate is permanently affixed to the top of the urn, and may be engraved with words, graphics, images or other symbols at the discretion of the Committee. The content is limited by the capabilities and resolution of the engraving process and by the size of the urn cover. Inscriptions considered inappropriate or inflammatory will be refused at the sole discretion of the Committee.

**E. Identification.** Urns must include the name of the inurned either engraved on the urn or on a permanent tag affixed to the urn.

**F. Access to the Urns.** The Holder is allowed 1 access into the Assigned Niche per year, to include opening and closing of the niche by a staff member. This in no way limits the number of visits to the Columbarium grounds and the Niches themselves. A request for each access must be conveyed to the Committee by submitting a Request for Niche Access form at least 7 days before the desired access. The Holder will be charged a fee, set forth in the Schedule of Fees, for each access, to cover administrative and ministerial time. Urns may not be removed from their assigned niche once they are inurned.

### 11. NICHE USE

- A. **Occupation.** No Cremated Remains may be inurned in any Assigned Niche except those of persons listed on the Certificate for that Assigned Niche; this is a maximum of two persons. The Agreement shall be accompanied by a certificate or other document action from the applicable Crematoria attesting to the person's identity and other information as may be required by the Committee to determine compliance with these Rules and Regulations and Applicable Laws. The Church is not required to further validate the identity of the remains.
- B. **Items in the Niche.** In addition to the urn, approved items that are not volatile in nature may be placed in the niche. Approved items include photographs, letters, newspaper clippings, etc. The niche is not hermetically sealed and the church shall be held harmless for the damage, decay, or destruction of items placed in the niche. No items of any earthly value shall be placed in the niche. The church offers no warranty for the preservation of said items in the niche. It is the sole discretion of the Committee as to what items are allowed in the niche.
- C. **Niche resale or transfer.** A niche may not be sold. It may only be transferred with written permission from the Trustees.

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### 12. DISURNMENT

Cremated Remains remain the property of the family or estate of the deceased. If Cremated Remains from one or both persons listed on the Certificate have been inurned in their Assigned Niche and the heirs wish to remove all the Cremated Remains, rights to the Assigned Niche will revert to the Church, with no compensation due to the Holder or Holder's estate.

The action to remove the urn, disinterment, shall be communicated to the Committee by Holder by submitting a Termination of the Right of Inurnment form and in accordance with the Code of the Commonwealth of Virginia. In the event of a removal, there is no refund of fees and the niche is returned to the church for resale or may remain as a memorial (empty) niche as the Church sees fit without the consent of the Holder.

### 13. MEMORIAL BRICKS/PLAQUES/BENCHES

Bricks, plaques, and benches and are tax deductible as they are a gift to the church. All items placed in the Memorial Garden need to be approved by the Committee. The cost of each are noted the Fee Schedule.

Niches are not fully tax deductible. Per IRS Pub 526, the church is a qualified organization for receiving a tax deductible gift and in the case of a gift that has some market value to the giver, the difference between the market value of the gift and the cost of the give is tax deductible. The Holder should not consider this as tax advice and should refer their specific case to their accountant.

### 14. FLOWERS, ORNAMENTS AND DECORATIONS

Placement of flowers, mementos, personal memorials or other ornamentation in the Columbarium and its gardens is prohibited except during inurnment services, unless otherwise approved by the Committee and Board of Trustees. Placement of items made during an inurnment service will be removed later and disposed of without notice to the owner and without liability.

### 15. MEMORIAL BOOK

The church will keep a memorial book where biographical papers, obituaries, and photographs of the deceased may be kept. The book will be in loose leaf format. The use of the book is voluntary. The church has no responsibility to the accuracy of these items.

### 16. HOLDER'S OBLIGATION OF NOTIFICATION

The Holder has an obligation to keep the Church notified concerning his or her current address and phone number, ownership changes and any other related information. The failure to furnish such current information from time to time may result in the abandonment by the Holder of the Right to Inurnment and/or the Assigned Niche, as herein provided in [Section 18](#).



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### 17. PERPETUAL CARE FUND

Funds from the sale of Rights of Inurnment in excess of initial costs and associated expenses shall be maintained as a perpetual care fund for the upkeep of the Columbarium and the Memorial Garden of the Church. If the Trustees feel the Perpetual Care Fund is in excess of what is needed, it may use those funds for other missions as it sees fit without notice to the holder. Perpetual care is limited as provided in Section 22.

### 18. SURRENDER, ABANDONMENT OR REVERSION

**A. Surrender of Certificates.** The Holder may elect to surrender the Certificate if no Cremated Remains have ever been inurned in the Assigned Niche. In this case, the Holder must fill out the Termination of Right of Inurnment form and deliver same to the Committee. The Church will refund non-tax deductible price of the Certificate to the Holder within 30 days after approval of the Termination of Right of Inurnment. Any other documentation as may be required by the Committee shall be provided to the Committee prior to the return of any portion of the fee. The Holder of Right of Inurnment cannot sell the Right to a third party.

**B. Abandonment.** If after 25 years from date of the Inurnment Certificate, no Cremated Remains have been inurned in an Assigned Niche specified on a Certificate and the Holder of such Certificate cannot be located after good faith efforts are made by the Committee to locate the Holder, 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. Good faith effort shall consist of one or more combinations of contact by phone call, email or U.S. mail.

**C. Reversion.** If the Cremated Remains of an Eligible Person are not inurned in an Assigned Niche within 6 months of the Eligible Person's date of death, the Right to Inurnment of such Eligible Person and 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 Person and/or Holder prior to the expiration of the 6 month time limitation. However, upon the expiration of the 6 month period, all rights in and to the Assigned Niche formerly held by the deceased shall revert to the Church, with no requirement for a reimbursement of any of the Fees. Thereafter, the Church may re-designate the Assigned Niche for another Eligible Person or designate it as a memorial niche as it sees fit.

### 19. TITLE AND RETAINED RIGHTS

Notwithstanding any provision herein to the contrary, the Holder acquires no property rights in the Columbarium, any of its Niches or any other property of the Church. Legal title to the Columbarium, all Assigned Niches and all other Niches remain with the Church at all times. The Certificate attests only to the right to inurn the Cremated Remains of the Eligible Persons named on the Certificate in the Assigned Niche. The assignment of Cremated Remains to a specific Assigned Niche shall constitute only a license to use such Assigned Niche pursuant to these Rules. In the event of a discrepancy between the

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Certificate and the administrative records maintained by the Church, the latter shall take priority and preference.

## 20. REMOVAL OF CREMATED REMAINS BY THE CHURCH

In the event that the Columbarium requires repairs as determined by the Trustees, the temporary removal by the Committee of any Cremated Remains in any Assigned Niche until those repairs are completed, as determined by the Trustees, shall be permitted without the requirement of the prior consent of the Holder.

## 21. SECURITY OF CREMATED REMAINS

The Church shall not willfully take any action nor willfully fail to do any act that would result in the loss, destruction, or desecration of any Cremated Remains in the Assigned Niches. The Holder assumes the risk of the loss, destruction or desecration of the Cremated Remains in the Assigned Niches from any and all other causes, and the Holder shall indemnify the Indemnified Parties pursuant to the terms of the Indemnification.

## 22. 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 and Certificate will automatically terminate and be of no further force or effect. In such event, a Committee Member will notify the Holder that the Holder must remove the Cremated Remains from the Assigned Niche by a specified date. If the Holder fails to remove the Cremated Remains by the specified date, or if the Holder cannot be located due to the failure of the Holder to notify the Church of the current or forwarding address and/or phone number, then within a reasonable period of time thereafter, but not to exceed 60 days, the Committee shall have the right to relocate the Cremated Remains in the Assigned Niche as the Committee deems necessary and proper in its sole discretion. No refund of any of the Fees will be made as a result of such termination. If for any reason the Church ceases to exist, all property and facilities, including the Columbarium, become the responsibility of the current Conference of the United Methodist Church.

The Church retains the absolute right, in its sole discretion, to enlarge or remodel the Columbarium, or to remove, relocate or cease to operate of the same. If the Columbarium is relocated, the Church shall substitute another chamber of substantially the same size and character at no cost and in which the Holder shall have the same rights in such substituted chamber as are granted hereby, subject to the terms, conditions, limitations and provisions hereof. If the Columbarium ceases to be in existence, the Church or its successors shall use reasonable efforts to notify the Holder or surviving Successor Owner by letter at the current address provided, and afford them the opportunity to remove urns from the Columbarium. In the event the Holder or Successor Owners have died and their ashes are inurned, then

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the Church shall use reasonable efforts to notify the person listed on the Agreement, by letter at the current address provided, and afford them the opportunity to remove urns from the Columbarium. If the effort is unsuccessful, the Church shall arrange for the urns to be maintained for at least three years after the Columbarium is discontinued. Thereafter, the Church or its representative may inter or scatter or otherwise dispose of unclaimed ashes in an appropriate manner.

### **23. 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 United Methodist Church. The Trustees, Ministers and/or 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.

### **24. PROTECTION AGAINST LOSS**

The Church may carry such insurance as deemed appropriate by the church and at the sole discretion of the church. There is no obligation upon the Church, the Trustees or the Committee to provide any insurance for the benefit of the Holders.

### **25. LIMITATION OF LIABILITY**

Notwithstanding any provision of these Rules and Regulations or any other forms or documents in connection herewith, neither the Church, the Committee, the Trustees, the Pastor, the Ministers nor any other staff, agents and/or employees of the Church (collectively, the "Parties") shall be liable for carrying out the written directions of the decedent of an Eligible Person or the directions of any person who represents that such person is entitled to control the disposition of the decedent's remains. The Parties shall be entitled to rely upon any written representation stating the Applicant, the Holder or other third party has the authority to control the disposition of the Cremated Remains of an Eligible Person. The Parties shall not be liable for any claim for damages arising in connection with the use and operation of the Columbarium or from any other cause except from gross negligence or willful misconduct of any of the Parties. In any event, the amount of damages recoverable by any person or entity bringing any such action against any of the Parties shall be limited to the total amount of the Fees paid to the Church for the Certificate and/or Assigned Niche at issue. It is agreed this limitation on damages would be difficult to ascertain and that the amount of the Fees is deemed a reasonable compensation in the event such damages are awarded by a court of competent jurisdiction. In no event shall the Parties be liable for indirect, special or consequential damages or punitive damages.

### **26. AMENDMENT OR WAIVER OF OPERATING RULES**

The Trustees may, at any time, amend, repeal, suspend, or waive any or all of these Rules and Regulations. Waiver of any rule or requirement shall not be construed, unless specifically so stated by

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the Trustees, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter. Requests for exceptions or special consideration to any of the foregoing statements will be considered by, and at the sole discretion of, the Committee.

### **27. APPROVALS AND CONSENTS**

In any instance hereunder where approval, consent or the exercise of discretion is required, the granting or denial of such approval or consent and the exercise of such discretion shall be within the sole discretion of the Committee and/or the Trustees, as applicable. Such approval or consent shall be by majority vote of the Committee and/or the Trustees, as applicable. Approvals or consents shall be recorded in the minutes of the Board of Trustees meeting.

### **28. COMPLIANCE WITH APPLICABLE LAWS**

Each Approved Applicant, by accepting the Certificate, shall automatically be deemed to have agreed to comply with these Rules and all Applicable Laws. If a conflict exists between any provision of these Rules and Applicable Laws, the more restrictive requirement shall prevail. When Applicable Laws do not clearly conflict with these Rules, but permits an action that is different than that required by these Rules, the provisions of these Rules shall prevail.

### **29. RELIANCE**

In any instances in these Rules where a determination is to be made by the Committee and/or the Trustees based on a written instrument, then in such instances, the Committee or the Trustees, as applicable, shall have the right to rely on any such instrument, document or signature authorizing or supporting any action taken or proposed to be taken hereunder, or believed by the Committee or Trustees, as applicable, in good faith to be genuine.