

PROVIDENCE UNITED METHODIST CHURCH
2810 Providence Road
Charlotte, North Carolina 28211

Columbarium
Agreement and Operating Rules

The Columbarium of Providence United Methodist Church is created on the premises of the church for the inurnment of the cremated remains of eligible deceased persons.

This Agreement and Operating Rules are established to assure that the procedures for inurnment and memorializing are carried out in an orderly and reverent manner, and to describe and explain the services provided by the church in connection with these activities.

DESCRIPTION: The Columbarium shall consist of niches for the inurnment of the ashes of cremated human beings. Each niche shall be identified with an engraved plaque (Brick Wall A) or niche cover (Granite Walls B and C) with the name and dates of birth and death of the deceased.

SUPERVISION: The Columbarium Work Area of Providence United Methodist Church, hereafter referred to as “the Committee” shall oversee the use, management and maintenance of the Columbarium. The Committee will function under the general supervision of the Board of Trustees and will report to them annually or more often as deemed necessary. Work Area members shall include three at-large members, a liaison from the Bereavement Committee and a liaison from the Board of Trustees. The Senior Associate Pastor (or his/her pastoral designee) shall serve as Staff Advisor.

ELIGIBILITY: The Columbarium shall be restricted to the inurnment of member(s) of Providence United Methodist Church at the time of application, and the (b) spouses of members, (c) children or step-children of members, (d) parents of members, and (e) other persons upon written request and approval by the Committee.

RESERVATION OF NICHES AND PURCHASE OF MEMORIAL PLATES: Only members of this church at the time of reservation may reserve niches within the Columbarium and/or their immediate families as outlined above. The reservation of a niche includes the right to exclusive use of one niche for the cremains of one person, one opening and closing, one engraved plaque (Brick Wall A) or niche cover (Granite Walls B and C) and perpetual care and maintenance of the Columbarium. Spaces are reserved and niche location(s) determined upon payment in full. Church members may honor the memory of family members buried elsewhere by purchasing a memorial plate for placement on Brick Wall D in the Columbarium.

A niche may contain the remains of only one deceased human. The right to use a niche may only be transferred upon written request to the Committee. Eligibility shall remain constant as stated above. An unoccupied niche may be surrendered back to the church by the applicant upon written notification, and the church will refund 70% of the original price.

The reservation of a niche gives the person the right to be inurned or memorialized but does not convey ownership of any property to the individual. The ownership of all niches shall at all times remain the property of the church.

Each Columbarium niche is assigned a specific number. Should adjoining niches be desired for family members, payment in full for all niches must be made before assignments are made.

A schedule of current required fees is attached as Exhibit A. Fees may be changed in the future as recommended by the Committee and upon approval by the Board of Trustees.

CANCELLATION: The rights granted under the Columbarium Agreement shall lapse upon the happening of one or more of the following events:

- A. Cessation of operation of the Columbarium (in which event the reservation price shall be refunded by the church, exclusive of interest, costs or other penalty) to the Columbarium Agreement applicant. Cessation may occur should the congregation ever relocate its campus or cease to exist as a congregation.
- B. Inurnment or interment of the Columbarium Agreement applicant elsewhere.
- C. In the event that no inurnment shall have occurred within five years after the death of the person to whom the Columbarium Agreement has been issued, upon written notification, the Committee may terminate the agreement unless the family representative, a spouse or lineal descendant shall have advised the Committee in writing of an intention to have the remains inurned in the space.

Upon lapse of the rights claimed by the Columbarium Agreement, the church shall be entitled to resell such rights.

MANAGEMENT: The Senior Associate Pastor (or his/her pastoral designee) shall be the custodian of all books and records of the Columbarium, including all Columbarium Agreements. Such records shall include, but shall not be limited to, the name of the deceased in each niche, the deceased's date of death, and the deceased's next of kin or legal representative if provided by the family. The church shall also maintain a list of the persons who have reserved niches, together with the names of the next of kin or legal representatives of such persons as provided by the family and a chart or diagram designating by number each niche.

The church will receive all payments and disburse all expenditures in a separate account to be known as “The Columbarium Fund” apart from and physically separate from the general church budget. Appropriate annual audits and reviews will be performed in accordance with the church’s regular accounting procedures. Any surpluses generated after all expenditures have been satisfied will remain in the fund.

Users of the Columbarium agree that Providence United Methodist Church shall not be held legally responsible for any damage caused by vandalism, weather, or acts of God.

MAINTENANCE: The church shall maintain the Columbarium in perpetuity in order to preserve it as a place of reverence and meditation. No flowers, decorations or other items shall be permitted except those flowers placed at the time of inurnment. Any and all flowers which have died will be removed and disposed of properly.

CONTACT INFORMATION: It shall be the responsibility of the applicant or a family representative to keep the church advised at all times of the current contact information for the applicant, the person(s) for whom the niche is reserved, and the next of kin of the designee. This will normally be the individual that the church would contact for any reason. Should there be no living next of kin or alternate as specified in this agreement, provisions for the remains shall transfer to the church.

INURNMENT:

Memorial Service: A private service for the inurnment of cremated remains will be designated by one of the pastors in consultation with the family of the deceased. Only an ordained minister of Providence United Methodist Church may conduct the inurnment ceremony unless permission is granted by the Senior Pastor for another ordained minister to conduct the service.

Container: The container or urn holding the cremated remains of the eligible person to be inurned shall be provided by the deceased’s family or legal representative in consultation with the cremation company to assure suitability. All containers shall be capable of withstanding the elements and shall be suitable for removal and transportation in the event such removal and transportation becomes advisable or necessary.

The interior dimensions of the niches are as follows:

Brick Wall A: 8” high x 7.5” wide x 12” deep (includes clearance allowance)

Granite Walls B and C: 6.25” high x 7.25” wide x 11” deep (includes clearance allowance)

Fees: Fees are as stated in Exhibit A. Included in the fee for a niche is one opening and one closing of the niche, the engraving of name as stated in the Columbarium Agreement, and the perpetual care and maintenance of the Columbarium. The fee paid to the church pursuant to these operating rules does not cover the cost of cremation. The church will not offer cremation services. No expenses other than those prescribed herein are covered by the prescribed fees.

Plaques, Niche Covers and Memorial Plates: Engraving of plaques, niche covers and memorial plates will be of predetermined uniform size and style. The church will provide for such engraving as a part of the fees prescribed in Exhibit A. Each plaque, niche cover or memorial plate will be inscribed only with the name and dates of birth and death of the deceased. No other inscriptions will be permitted.

Right to Remove Cremains: The church retains the absolute Right, in its discretion, to remove containers of cremains, niches, plaques, niche covers and memorial plates and to relocate all or any part of the Columbarium (including niches) as it may deem necessary or advisable. If it is necessary to relocate an existing niche for any reason, the church will provide another niche for the cremains and will endeavor to advise the next of kin of the new location and the reason for the transfer.

A niche may be opened and the contents removed only for good cause as determined by the Committee. Any expenses will be borne by those requesting such action. No refund shall be due when a niche is vacated.

All openings and removals shall be fully documented with the church being released from any and all further responsibility. Removal by anyone other than the church terminates the right to further or future use.

DEFINITIONS:

Cremation: The process of reducing the body to ashes through the application of intense heat.

Cremains: The human ashes that remain after cremation; a shortened term for cremated remains.

Columbarium: A construction made for storage of the cremains of a deceased person. It is located on the church grounds and includes niches for inurnment of human cremains.

Inurnment: The process of opening a Columbarium niche, placing the cremains of the deceased in the niche, and closing it.

Niche: The hollow opening in the Columbarium wall designed to hold human cremains. Niches on Brick Wall A are covered by a removable square of brick and an engraved plaque. Niches on Granite Walls B and C are covered by an engraved niche cover.

Memorial Plate: A bronze plate on Brick Wall D which honors the memory of family members buried elsewhere.

Urn: A container that holds human cremains. If an urn is desired, it must be provided by the family. The niches are designed to contain one urn or suitable container.

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EXHIBIT A
FEE SCHEDULE

Description

Right to exclusive use of one niche for the cremains of one person, including: one opening and one closing of the niche, one engraved plaque (Brick Wall A) or niche cover (Granite Walls B and C), perpetual care and maintenance of the Columbarium	\$1,500
Memorial Plate only (Brick Wall D)	\$ 500

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COLUMBARIUM AGREEMENT

Date: _____

APPLICANT'S FULL NAME:

(LAST) _____ (First) _____ (Middle) _____

ADDRESS: _____

EMAIL: _____

TELEPHONE (H): _____ (C): _____

I wish to reserve _____ niche (s) at \$ _____ each

I wish to purchase _____ memorial plate(s) at \$ _____ each

<u>FULL NAME FOR ENGRAVING</u>	<u>DOB</u>	<u>DOD</u>	<u>NICHE #</u>	<u>DATE ASSIGNED</u>
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Contact information for previously listed family members* and/or an alternate person(s)* you wish to act on the family's behalf:

Name

Relationship*

Address

Email: _____

Phone (Home) (Cell)

Name

Relationship*

Address

Email: _____

Phone (Home) (Cell)

Name

Relationship*

Address

Email: _____

Phone (Home) (Cell)

Name

Relationship*

Address

Email: _____

Phone (Home) (Cell)

**Father, Mother, Husband, Wife, Child, Alternate*

The undersigned applicant acknowledges receipt of a copy of the Columbarium-Agreement and Operating Rules of Providence United Methodist Church, and agrees that acceptance of this application and issuance of this Columbarium Agreement shall be subject to these Rules and any subsequent amendments thereto and shall equally bind their heirs, successors, administrators, and executors.

Signature of Applicant

Payment Received: \$ _____ Check No. _____ on ____/____/____

Approval by
Senior Associate Pastor _____ (Date) _____

Date Columbarium Agreement issued: _____