

RULES, POLICIES, AND REGULATIONS

OF THE COLUMBARIUM OF

MEMORIAL DRIVE UNITED METHODIST CHURCH

The ministry of the Church touches its members in all areas of life as well as in death. As cremation is now increasingly used as an alternative to burial, we have reviewed the historic position of the church in burial and disposition of remains. We have discovered that earlier Christians preferred burial space within the walls of the church itself. Almost all of the great cathedrals of Europe act as tombs of saints of the church, kings and queens, and other persons of prominence. Westminster Abbey has long been used as a place of burial. Cremation has been preferred to burial at Westminster since the beginning of the 20th century. The church burial grounds served early America and continue to do so today in many localities. In both ancient and Christian times, the dual tradition of burial and cremation was preserved. A columbarium within the walls of the Church will allow our members to retain a connection with the church in death as well as in life and provide a place of meditation and consolation for the families of the deceased.

I. DEFINITIONS

Capitalized terms in this document have the meanings ascribed to them in Exhibit A.

II. APPLICABILITY

The purchase, acceptance, and use of Interment Rights, or use and enjoyment of the Columbarium, are at all times subject to these Rules and the governing authority of the Board.

III. GENERAL SUPERVISION OF THE COLUMBARIUM

A. General Planning. The columbarium is a ministry of the Church, which operates under the direction of the Trustees. The Trustees have delegated their authority to the Board with respect to the operation of the Columbarium, and both the Trustees and the Board may institute any changes that they determine to be appropriate from time to time. The Rules are effective as of the date set for the below, and changes adopted by the Board shall become effective immediately.

B. Superintendence of the Columbarium. The Columbarium is a part of the premises of the church and shall be under the direction of the Trustees and the Board. All questions regarding the day-to-day operations of the Columbarium shall be referred to the Executive Director.

C. Access to the Columbarium. Access to and the right to use the Columbarium and adjoining premises are subject to the Rules as well as direction from the Executive Director, Board, and Trustees.

IV. INURNMENTS

A. Subject to Laws. In addition to the Rules, Inurnments, disinurnments, and removals are subject to all applicable federal, state, and local laws and/or regulations.

B. Eligibility. Any Grantee, any member of a Grantee's Immediate Family, any past or present clergy member of the Church's staff, or any other individual allowed by Board decision may be eligible for Inurnment.

C. Arrangement for Inurnment. The Minister shall have complete authority and responsibility for all religious services of committal. Notice shall be given to the Minister or Executive Director of any desired Inurnment. The religious services incident to an Inurnment shall be conducted by the Minister or the Minister's designee.

D. Application for Inurnment. Applications for Inurnment shall be made by the person or persons entitled by the law of the State of Texas to control disposition of the remains on forms provided by the Board, shall be submitted to the Executive Director for approval, and shall be subject to the Rules. Any party whose application for Inurnment is denied shall be entitled to appeal to the Board. The Board may consider or refuse any application for Inurnment in its sole discretion. The decision of the Board shall be final and binding.

E. Responsibility for Identity. Neither the Church nor the Board shall have any responsibility nor liability for the identity of any cremated remains sought to be inurned.

F. Remains per Niche. Each Niche contains space for two sets of cremated remains, but each Inurnment Right entitles the purchaser to only one Inurnment. Except with the consent of the Board and in its sole discretion, the cremated remains of no more than one person shall be inurned in each Niche. However, each Grantee acknowledges that a second set of cremated remains of an unrelated individual may be placed in any Niche for which only one Inurnment Right is purchased by the Grantee.

G. Inurnment Rights. Before an Inurnment is permitted, a Grantee must have executed an Agreement Concerning Inurnment Rights and paid all fees required by the Church. Upon payment of the required fees, a certificate shall be issued to the purchaser of the Inurnment Rights evidencing such ownership, but simple possession of such certificate shall not constitute evidence of legal ownership. Ownership of Inurnment Rights does not provide the Grantee any interest of any kind in the property or other assets of the Church beyond that expressly provided in the certificate. In the event of a question regarding the ownership of Inurnment Rights to a particular Niche, the records kept by the Executive Director shall be the official records of ownership.

H. Containers and Incising. Inurnments may be made only in containers approved by the Executive Director. The maximum allowable size for an urn is 5 ½ inches in width, 5 ½ inches in length, and 7 inches in height. Inscriptions on the Niche shall be of uniform style, text, and size and approved by the Executive Director.

V. **DISINURNMENTS AND REMOVALS**

A. Removal of Cremated Remains. The remains of a cremated person may be removed only with the written consent of the Board, the Grantee, and the person authorized by Texas law to control the disposition of the remains. Upon disinurnment, neither the costs of the Inurnment Rights nor any other fees paid will be refunded.

B. Removal for Profit Prohibited. Because the interests and goals of the original Grantee cannot be easily determined but are presumed to be closely aligned with the mission of the Church, the removal of cremated remains by the Grantee's heirs or successors in interest so that Inurnment Rights may be transferred for profit is prohibited. Following any removal of interred remains, the Board may in its sole discretion, but is not in any way obligated to, grant a request by the Grantee's successor-in-interest to transfer or remove cremated remains. However, the Board is not obligated to and should not be expected to grant additional Interment Rights in the Niche or another Niche.

C. Exchange of Niche Location. With the prior written consent of the Board, cremated remains and a Niche Marker may be moved from their original location to a different niche in the columbarium if the following conditions are met:

1. The person desiring to relocate the cremated remains has first obtained Inurnment Rights for the new space.
2. Consent is obtained from the persons designated in Paragraph IV.D.
3. Any and all charges to exchange niche location are to be paid by the Grantee or their successor-in-interest. These charges will include the cost of replacement of the niche marker and any costs associated with any incising.

D. Opening of Niche. A Niche may be opened after Inurnment only with prior approval of the Board. Such approval may be granted only after written application to open the Niche is submitted to the Executive Director and then only for good cause as determined by the Board in the exercise of its sole discretion.

VI. **TRANSFER OR ASSIGNMENT**

A. Consent to Transfer. No attempted transfer or assignment of Inurnment Rights shall be valid without the written consent the Board.

B. Right of First Refusal. No Inurnment Rights shall be transferred without first offering said rights to the Board, and any attempt to transfer said rights without first offering said rights to the Board shall be null and void and of no force and effect. No refund will be made of any fees paid in connection with the purchase or use of Inurnment Rights.

C. Right to Repurchase. The Church shall have the right to repurchase the Inurnment Rights for any Niche not used within six (6) months of the death of Grantee or the Grantee's Immediate Family member whose remains are to be inurned in the Niche. The Executive Director shall notify the Grantee or his or her appropriate family members or personal

representatives of such election and shall refund to the Grantee's estate the amount originally paid by the Grantee for the Interment Rights. Upon such refund, the Church shall thereupon reacquire full ownership and control of the Interment Rights for such Niche.

D. Transfer Charges. All approved transfers of Inurnment Rights shall be subject to a charge to be fixed by the Board, which charge shall be paid to the Church when the transfer is recorded on the books of the Columbarium and the new Inurnment Rights are issued.

VII. FLOWERS, ORNAMENTS AND DECORATIONS

A. Décor. The placement of flowers or plants in the Columbarium area at any time is limited to those approved by the Executive Director. It is contemplated that only limited use at periodic intervals may be made of decorative items in the Columbarium area.

B. Prohibited Ornaments. The use or placing of artificial flowers, fabric decorations, boxes, cans, shells, toys, wreaths, metal designs, ornaments, cards, furniture, vases, pictures, flags, or any other such article or emblem shall not be permitted anywhere in the Columbarium area, and the Board or the Executive Director shall have the right to direct that such items removed and disposed of without notice and without liability to the owner of such property.

VIII. INSCRIPTIONS

The incising upon each Niche shall be of uniform size, style and format as determined by the Board. The consideration paid for the Inurnment Rights shall include the cost of incising, which shall be performed under the direction of the Board or the Executive Director. Text shall consist only of the name, birth date, and death date of the deceased as provided by the Grantee. All incisions shall be subject to the approval of the Executive Director and in accordance with the Rules. The Executive Director shall make arrangements for the incising in accordance with information furnished by the Grantee. The Grantee shall be responsible for all costs required to correct any inscription made consistently with data submitted by the Grantee or their designee.

IX. PERSONAL CONDUCT NEAR THE COLUMBARIUM

A. Part of the Church. The Columbarium is part of the Church, and all persons in the area of the Columbarium are expected to conduct themselves in accordance with customary good decorum as normally observed in United Methodist churches.

B. Enforcement of Policies. The Executive Director is empowered to enforce all policies and regulations and to exclude any person or persons violating the same from Church property and the Columbarium area.

X. PROTECTION AGAINST LOSS

The Church may carry such insurance for its own benefit related to the Columbarium as it deems necessary; however, the Church has no obligation to provide insurance to or for the benefit of Grantee or any of Grantee's heirs, successors, or assigns.

XI. CHANGE OF ADDRESS OF LICENSE HOLDERS

The Grantee and his or her heirs, legal representatives, or assigns shall duly notify the Executive Director of any change of address. Any notice sent by the Church to the Grantee at the Grantee's last known address shall be deemed good and sufficient legal notification for all purposes.

XII. CONTINUANCE

It is understood and agreed that the Columbarium is neither a perpetual care cemetery, nor a permanent maintenance cemetery, nor a free care cemetery. The Church shall not be legally obligated to maintain the Columbarium as a perpetual care cemetery, a permanent maintenance cemetery or a free care cemetery, nor shall the Church require any Grantee to contribute toward the expenses of maintaining the Columbarium. The Church intends to maintain the Columbarium in a tasteful, clean and dignified state befitting the sanctity of the purpose of the Columbarium. The Church reserves the right to convert the Columbarium to another use if that is deemed necessary. In that event or in the event of the move of the Church from its present location, or if the Columbarium should be destroyed by fire, tornado, earthquake or other natural disaster and not be rebuilt, or in the event the Church should cease to be used as a place of worship by a congregation of the United Methodist Church, the Charge Conference, at its sole discretion, shall cause all cremated remains inurned in the columbarium to be re-inurned in some other columbarium, cemetery or place of burial, at the expense of the Church.

XIII. LIMITED LIABILITY

All claims of any kind or nature related to the Columbarium shall be subject to the limitation of liability contained in the agreement between the Church and a Grantee. In no event shall the Church, Board, or any affiliated person or entity be liable for indirect, special or consequential damages.

XIV. MODIFICATIONS AND AMENDMENTS

A. Exceptions and Modifications. Recognizing that situations may arise in which literal enforcement of a policy may be impractical, the Church retains the right to make reasonable exceptions, suspensions or modification of any policy with approval of the Trustees, subject to any change in federal, state or local law. Any exception shall apply only to the situation in which the policy may be altered and shall in no manner be construed as affecting the application of these policies and regulations in another situation.

B. Amendments. The Board may at any time adopt new policies and regulations or alter, amend or repeal any provision contained herein in accordance with its operating guidelines.

EXHIBIT A
DEFINITIONS

Capitalized terms in this document have the meanings set forth below.

- A. Board means the board of directors of The Caring Forever Foundation.
- B. Charge Conference means a Charge Conference of the Church as defined in *The Book of Discipline of the United Methodist Church*.
- C. Church means Memorial Drive United Methodist Church of Houston, Texas.
- D. Columbarium means the columbarium of the Church, a structure containing Niches for the inurnment of cremated human remains.
- E. Executive Director shall be the executive director of the Board.
- F. Grantee means a lawful owner of Inurnment Rights as reflected in the records of the Church or their successor as directed by a court of law with proper jurisdiction.
- G. Immediate Family shall mean an individual's spouse, parents, and natural or adopted son or daughter.
- H. Inurnment means the placement of cremated remains in their final resting place in a Niche.
- I. Inurnment Rights are the right of the Grantee to have placed in the Grantee's niche cremated remains of the Grantee or any member of Grantee's immediate family.
- J. Member means a member in good standing of the Church or their Immediate Family.
- K. Minister means the Senior Minister in Charge or any Associate of the Church.
- L. Niche means one of the individual spaces in a specially constructed framework constituting the Columbarium. Each Niche at the Church is of similar size and with a uniform cover plate upon which an identifying inscription shall be incised.
- M. A Niche Marker is a plate to be placed on the face of a Niche as designated by the Grantee and approved by the Executive Director.
- N. Rules shall mean the rules, policies, and regulations regarding the Columbarium and its use as set forth in this document or as hereafter adopted by the Board or the Trustees.
- O. Trustees mean the Board of Trustees of the Church.