

# MDPC COLUMBARIUM POLICIES and PROCEDURES

## PROLOGUE

The ministries of the church touch its members in all areas of life as well as in death. As cremation is now increasingly used as an alternative to burial, the historic position of the church in burial and disposition of remains was reviewed. We have discovered Christians prefer burial space on the premises 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 on the premises 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

- A. "Business Office" means the business and administrative office of the Church.
- B. "Church" means Memorial Drive Presbyterian Church, of Houston, Texas (hereinafter referred to as the "Church").
- C. "Columbarium" means Columbarium and Prayer Garden of the Church, a structure containing niches for the inurnment of cremated human remains and a Memorial Wall with Memorial Spaces to memorialize those with remains located in other final resting places.
- D. "Committee" means the Columbarium Committee of the Church.
- E. "Cremains" means the remains following the cremation process.
- F. "Grantee" means the individual(s) purchasing and owning rights in and to a Memorial Space in the Columbarium.
- G. "Immediate Family" means the spouse, children or grandchildren (be they natural or adopted), parents, step-children, step-parents, grandparents and step-grandparents.
- H. "Inurnment" means the placement of cremated remains in their final resting place in a niche.
- I. "Inurnment Rights" means the rights of the Grantee to have placed in the Grantee's niche cremated remains of the Grantee or any member of Grantee's immediate family as defined in sections I.F. and III.B.
- J. "Niche" will contain space for two (2) urns in a specially constructed framework. Each Niche shall be of similar size with a uniform cover plate upon which identifying and authorized inscriptions shall be incised.
- K. "Ordained Staff" means Minister(s) of Word and Sacrament ordained under the constitution of the A Covenant Order of Evangelical Presbyterians (herein after referred to as ECO) serving the Church.
- L. "Pastor" means the Senior Pastor, or any Minister of Word and Sacrament ordained under the constitution ECO currently serving the Church.
- M. "Policies and Procedures" means these Policies and Procedures of the Columbarium and Prayer Garden of the Church.
- N. "Remains" shall mean human remains or cremated remains.

## II. GENERAL SUPERVISION OF THE COLUMBARIUM

### A. General Planning

The Columbarium is part of the property of the Church and is operated and maintained under the direction of the Session. The Session has delegated certain authority to the Committee with respect to the operation of the Columbarium. The Committee may institute any operational or administrative changes which the Committee deems to be reasonably required from time to time. The original policies and subsequent changes recommended by the Committee shall become effective immediately upon their approval. All Policies and Procedures are to be included in the Church's Policies and Operations Manual, and are subject to interpretation and approval by the Church's Session.

All questions regarding the day-to-day operations of the Columbarium not covered in the Policies and Procedures document shall be referred to the Committee, if deemed necessary by Church staff and administrative personnel.

### B. Columbarium Committee

The Committee shall consist of three classes of two members each, with no term limits, but members of a class shall be considered for approval and continued service by the Session every three years.

(a) Class A Committee Members. The initial term of the Class A Committee Members shall be one (1) year or until their respective successors shall have been approved by the Session. Thereafter, Class A Committee Members shall serve for a three-year term.

(b) Class B Committee Members. The initial term of the Class B Committee Members shall be two (2) years or until their respective successors shall have been approved by the Session. Thereafter, Class B Committee Members shall serve for a three-year term.

(c) Class C Committee Members. The initial term of the Class C Committee Members shall be three (3) years or until their respective successors shall have been approved by the Session. Thereafter, Class C Committee Members shall serve for a three-year term.

The Church's Caring Ministry Staff and Business Office may appoint representatives as appropriate to serve as ex-officio, non-voting members of the Committee.

The terms of each of the Class A, B, and C Committee members shall be extended to December 31 of the year in which such terms may expire. Thereafter such terms shall be for a three-year term beginning January 1 of the year following such expiration.

### C. Admissions to the Columbarium

The right to the use of the Columbarium facilities and admission to the Columbarium shall be subject to the Policies and Procedures, and other policies of the Church where applicable.

## III. INURNMENTS AND DISINURNMENTS

### A. Subject to Laws

In addition to the Policies and Procedures in effect at the time, and other documents relative to the Columbarium and Inurnment Rights, inurnments, disinurnments, and removals are subject to all applicable federal, state, and local laws and/or regulations. Any permits for inurnment required by local or state laws must be secured and furnished by the Inurnment Rights owner or the duly authorized representative of the Inurnment Rights owner such as family members or a duly authorized funeral director.

### B. Eligibility

Any past or present member of the Church or any member of a past or present member's Immediate Family shall be eligible for inurnment. Also eligible for inurnment shall be any past or present member of the Ordained Staff of the Church and his or her Immediate Family.

Subject to the approval of the Committee, other individuals may be eligible for inurnment.

### C. Arrangement for Inurnment

All religious services of committal shall be in accordance with the policies of ECO, and in accordance with the policies and procedures of the Church.

### D. Application for Inurnment

All applications for inurnment shall be on forms approved by the Committee and provided by the Business Office who will administer the application process. The application shall be submitted to the Business Office for approval, and shall be subject to these Policies and Procedures and other applicable rules of the Church. Any party whose application for inurnment is denied shall be entitled to a hearing before the Committee pursuant to procedures chosen by the Committee. The Committee reserves the right to refuse any application for inurnment that does not comply with the above-mentioned Policies and Procedures. The decision of the Committee shall be final and binding on all parties.

### E. Not Responsible for Identity

Neither the Church, its employees, nor the Committee shall have any responsibility or liability for the identity of the cremated remains sought to be inurned.

### F. Remains per Niche

The cremated remains of no more than two (2) persons shall be inurned in each niche.

### G. Inurnment Rights

THE CHURCH, THE COMMITTEE AND/OR ANY OF THEIR AGENTS OR MEMBERS SHALL NOT BE LIABLE FOR CARRYING OUT THE WRITTEN DIRECTIONS OF A DECEDENT OR THE DIRECTIONS OF ANY PERSON WHO REPRESENTS THAT THE PERSON IS ENTITLED TO CONTROL THE DISPOSITION OF THE DECEDENT'S REMAINS.

Before an inurnment is permitted, a niche user or legal representative must have executed an Agreement Concerning Inurnment Rights and paid all fees imposed by the Church.

Upon payment of the required fees, a Certificate of Ownership shall be issued to the purchaser of the Inurnment Rights evidencing such ownership, but such certificate shall not constitute evidence of legal ownership. In the event of a question regarding the ownership of Inurnment Rights to a particular niche, the records kept by the Church shall be the official records of ownership.

### H. Inurnment Containers and Incising

Inurnments in the niches may be made only in containers provided and approved by the Committee. Inscriptions on the niche shall be of uniform style, text, and size. The Committee shall adopt, prescribe, and provide a standard form for the content of the niche marker and the incising to be placed upon the niche.

### I. Records to be maintained by the Church

1. A complete record of the person holding Inurnment Rights.
2. A record of the persons inurned.
3. The date on which cremated remains were received by the Church.
4. The date on which the cremated remains were inurned.
5. The name and age of the person inurned, if those facts may be conveniently obtained.
6. The location of the niche and space.
7. The name and address of the person or personal representative depositing cremated remains.
8. The name of the pastor officiating at the inurnment.
9. A copy of the State of Texas Report of Death or the Burial Transit Permit (if available).
10. Such other information as may be deemed proper and/or necessary and required by the Church or the Committee.

## IV. DISINURNMENTS AND REMOVALS

### A. Removal of Cremated Remains

The cremated remains of a decedent may be removed from the Columbarium only with the written consent of the Committee and the written consent of the person then holding the Inurnment Rights, or the decedent's next of kin, or the executor or administrator of the decedent's estate accompanied by such evidence (as the Committee may require) authorizing the removal, or if such rights are disputed, but not subject to the orders of a court of jurisdiction, to one of the following persons in the following order of priority:

1. The decedent's surviving spouse.
2. A majority of the decedent's surviving adult children.
3. The decedent's surviving parents.
4. A majority of the decedent's surviving adult siblings.
5. The adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

A person listed above may consent to the removal only if there is no person in a priority listed before that person. In other words, no disinurnment shall be permitted without the consent of the person having priority under the foregoing paragraph having consented to the disinurnment; e.g., if the decedent's surviving spouse is alive and competent, a disinurnment shall be permitted only with the consent of the surviving spouse, notwithstanding that others, having a lower priority, may desire to have the cremated remains disinurned. In the event of disinurnment, none of the purchase price for the space or niche will be refunded.

Disputes regarding disinurnment as well as all other disputes relating to these Policies and Procedures shall be resolved pursuant to the procedures contained in section XV.

### B. Removal for Profit Prohibited

Removal by the heirs or successors in interest of the cremated remains so that the Inurnment Rights for a niche may be transferred in whole or in part for profit to themselves, as determined by the Committee, or removal contrary to the express or implied wish of the original holder of the Inurnment Rights, is prohibited.

### C. Exchange of Niche Location

With the prior written consent of the Committee, cremated remains and the niche incising may be removed from their original location to a different niche in the Columbarium upon the following conditions:

1. The person desiring to relocate the cremated remains has first obtained Inurnment Rights for the new space.
2. Any and all charges to exchange niche location are to be paid by the owner of the Inurnment Rights. These charges will include the cost of replacement of the niche marker and any costs associated with any incising.
3. The Inurnment Rights pertaining to the vacated space shall be cancelled and shall revert to the Church.

### D. Opening of Niche

A niche may be opened after inurnment only with prior approval of the Committee. Such approval may be granted only after written application to open the niche is submitted to the Committee and then only for good cause, as determined by the Committee.

E. No Removal to Extract DNA

The Grantee, each for himself or herself and his or her lawful successors and personal representatives, hereby relinquishes the right to request the removal of the ashes of the decedent for the purpose of extracting the DNA at any time in the future. Subject only to the final order of a court of jurisdiction, 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 Columbarium.

**V. TRANSFER OR ASSIGNMENT**

A. Consent of the Committee

No transfer or assignment of Inurnment Rights shall be valid without the prior consent in writing of the Church and the surrender to the Church of any evidence of the original Inurnment Rights.

B. Right of First Refusal

The Church retains the right of first refusal to purchase the Inurnment Rights for a niche or space from the holder of such rights at the current standard price or the original price paid by the original holder of such rights, whichever is the lesser of the two. No Inurnment Rights shall be transferred without first offering said rights to the Church and any attempt to transfer said rights without first offering said rights to the Church, or without prior written consent from the Church, shall be null and void and of no force and effect.

C. Right to Repurchase

The Church shall have the right to repurchase the Inurnment Rights for any space not used within five (5) years of the death of the person whose remains are to be inurned in such space. The Church shall take the necessary steps to notify the Grantee, or his or her appropriate family members and personal representatives and shall refund seventy-five percent (75%) of the amount paid by the Grantee or by the personal representative of Grantee's estate and the Church shall thereupon reacquire full ownership rights in such niche. This five (5) year provision does not apply to those whose death preceded the operation of the Columbarium.

D. Transfer Charges

All transfers of the Inurnment Rights shall be subject to a charge to be fixed by the Church, 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.

**VI. FLOWERS, ORNAMENTS, AND DECORATIONS**

A. Décor

No flowers or plants or any other decoration may be placed in the Columbarium and Prayer Garden at any time after the inurnment service.

B. Prohibited Ornaments

The use of felt, crushed silk, satin, or any other cloth in or about a columbarium niche is prohibited. The placing of boxes, cans, shells, toys, wreaths, metal designs, ornaments, signs, cards, furniture, vases, pictures, artificial flowers, flags, or any other such article or emblems shall not be permitted in or about a niche or the Columbarium; and, if so placed, the Church reserves the right to have such items removed and disposed of without notice and without liability to the owner of such property.

**VII. INSCRIPTIONS**

A. Uniformity of Incising

The incising upon each niche shall be of uniform size, style, and format as determined by the Committee. The consideration paid for the Inurnment Rights shall include the cost of incising.

## B. Conformity of Text

The maximum inscription shall consist of the following:

1. Name of Deceased
2. Birth Date [Month, dd, yyyy]
3. Date of Death [Month, dd, yyyy]

## C. Correctness of Inscription

The Church, through its personnel, will provide an order to be completed and signed by the person specifying the inscription in type or legible ink printing. The Church shall make arrangements for the incising in accordance with the information furnished. The Church, its employees, and the Committee shall be responsible only for such errors in the inscription as might be made by the engraver in deviating from the data submitted on the signed incising agreement.

## VIII. PERSONAL CONDUCT NEAR THE COLUMBARIUM

### A. Part of the Church

The Columbarium is part of the Church and all persons in the area of such are expected to conduct themselves in accordance with customary good decorum as normally observed in Presbyterian churches.

### B. Enforcement of Policies

The Church, by and through its authorized staff or the Committee, shall enforce all policies and regulations applicable to the Columbarium. The Church may exclude from Church property and the Columbarium area any person or persons violating such policies and regulations.

## IX. PROTECTION AGAINST LOSS

The Church may carry such insurance for its own benefit upon the Columbarium and its contents as it deems prudent. There is no obligation on the part of the Church to provide insurance coverage on the Columbarium and Prayer Garden or on any cremains inurned therein.

## X. CHANGE OF ADDRESS OF LICENSE HOLDERS

Notification of Change of Address

- A. THE HOLDER OF INURNMENT RIGHTS, HIS OR HER HEIRS, LEGAL REPRESENTATIVES, OR ASSIGNS SHALL DULY NOTIFY THE COMMITTEE OF ANY CHANGE OF ADDRESS. ANY NOTICE SENT BY THE CHURCH TO THE HOLDER OF INURNMENT RIGHTS AT THE LAST ADDRESS AS SHOWN ON THE COLUMBARIUM RECORDS SHALL BE DEEMED GOOD AND SUFFICIENT LEGAL NOTIFICATION FOR ALL PURPOSES.
- B. Written notices by the Church to the Inurnment Rights Grantee shall be delivered in person or by regular or certified U.S. mail addressed to the Inurnment Rights Grantee as reflected on the Church's records, at such owner's last address on file in the Church's Business Office. The Church shall have the right to change the address of its administrative office or Business Office by amendment of the Policies and Procedures or otherwise as determined by the Session.

## XI. CONTINUANCE

- A. It is understood and agreed that the Columbarium is neither a perpetual care columbarium, a perpetual care cemetery, 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 perpetual care columbarium, 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.

- B. 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 Church, the Church will notify the Inurnment Rights Grantee (or his or her legal representative or 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 such persons can be contacted with reasonable diligence by the Church, the Church has the right to relocate the cremains as the Church deems proper. No refund of any amount paid for the Inurnment Rights will be made by the Church.
- C. It is specifically agreed that the Church may, but is not required, to reconfigure the Columbarium within the Church's property or at another location if the Church should move to a new location. Further, in the event repairs or improvements to the Columbarium are undertaken, the Church may temporarily remove any inurned cremains until those repairs are completed.

## **XII. EXCULPATION AND RELIEF FROM LIABILITY**

NEITHER THE CHURCH, ITS PASTORAL STAFF, ANY OTHER MEMBER OF THE CLERGY OF THE CHURCH, ANY MEMBER OF THE COMMITTEE OR ANY OTHER COMMITTEE OF THE CHURCH, ANY MEMBER OF THE CHURCH'S ADMINISTRATIVE STAFF, ANY EMPLOYEE OR VOLUNTEER OF THE CHURCH, OR ANY ELDER OF THE CHURCH, OR THE CHURCH'S SESSION (ALL OF THE FOREGOING HEREINAFTER REFERRED TO AS THE "PROTECTED PERSONS") SHALL BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE COLUMBARIUM, ANY NICHE OR THE CONTENTS THEREOF.

NOR SHALL ANY PROTECTED PERSON BE LIABLE OR RESPONSIBLE FOR ANY DEATH OF OR INJURY TO, OR OTHER LOSS OR DAMAGE SUFFERED BY, THE INURNMENT RIGHTS GRANTEE, OR ANY MEMBER OF THE FAMILY, INVITEE, GUEST OF THE INURNMENT RIGHTS GRANTEE OR ANY OTHER PERSON ARISING OUT OF OR RESULTING FROM ANY USE OF OR ACCESS TO THE COLUMBARIUM OR ANY OTHER PROPERTY OF THE CHURCH OR RELATING IN ANY MANNER TO THE GRANT OF INURNMENT RIGHTS.

EACH INURNMENT RIGHTS OWNER AND EACH PERSON MAKING APPLICATION FOR OR AUTHORIZING AN INURNMENT RELEASES AND AGREES TO HOLD HARMLESS EACH PROTECTED PERSON FROM ANY LIABILITY OR RESPONSIBILITY DESCRIBED IN THIS ARTICLE XII AND ANY LOSS, DAMAGES, COSTS, EXPENSES, CLAIM OR CAUSE OF ACTION RELATING THERETO TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION TO THE FULLEST EXTENT PERMITTED BY (BUT NOT TO EXCEED) TEXAS LAW, LIABILITIES AND RESPONSIBILITIES ARISING OUT OF OR RESULTING FROM, IN WHOLE OR IN PART, NEGLIGENCE OR GROSS NEGLIGENCE BY ANY PROTECTED PERSON, WHETHER THROUGH ACT OR OMISSION. THIS ARTICLE XII DOES NOT LIMIT OR IMPAIR ANY STATUTORY OR OTHER IMMUNITY OR LIMITATION OF LIABILITY AVAILABLE TO THE CHURCH OR ANY OTHER PROTECTED PERSON.

IN NO EVENT SHALL THE CHURCH OR ANY PROTECTED PERSON BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE COLUMBARIUM OR INURNMENT RIGHTS OF A GRANTEE OR OWNER OR ANY PERSON CLAIMING BY OR THROUGH THEM.

### **XIII. ANNUAL REPORT TO THE SESSION**

The Committee shall provide a written report to the Session annually on Columbarium activities and a financial report including a current income statement and balance sheet applicable to the Columbarium.

### **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, by and through the Committee, retains the right to make reasonable exceptions, suspensions, or modification of any policy with approval of the Session, 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, past, present or future. Each provision of these Policies and Procedures shall be independent of and separable from any other provision and the invalidity of a provision of these Policies and Procedures shall not affect the enforceability of any of the other terms, conditions or provisions contained therein.

#### **B. Amendments**

The Committee may at any time adopt new Policies and Procedures or alter, amend, or repeal any provision contained herein, subject to the approval of the Session.

### **XV. DISPUTE RESOLUTION**

If one or more disputes arise in relation to these Policies and Procedures or the rights or entitlements of inurnment, or the owners of any inurned human remains, including, without limitation, conflicting claims of entitlement to inurnment, disinurnment, transfer, assignment or opening of a niche, the Church, acting through the Committee, shall have the right to resolve such conflict or dispute in the exercise of the Committee's sole discretion, including, without limitation, the right to deny inurnment, opening of a niche, disinurnment, transfer or assignment, pending an agreement in writing satisfactory to the Committee, among any or all the parties in interest or a final non-appealable judgment of a court of competent jurisdiction that resolves the issue, all as the Committee shall determine. In any case in which inurnment rights constitute or may involve community property, the Church may require joinder of the inurnment rights grantee's spouse on any instrument or document provided for herein or otherwise relating to such inurnment rights. The disputes or conflicts covered by these procedures may be ecclesiastical in nature, and therefore, nothing herein shall confer jurisdiction in a secular court, and the Church expressly reserves the right to challenge the jurisdiction of a secular court to resolve such disputes.