

FIRST PRESBYTERIAN CHURCH, CHARLESTON WEST VIRGINIA

COLUMBARIUM RULES AND REGULATIONS

(Approved by Session, 3-10-2010, rev. 9/14/2011)

1. **Name:** The Columbarium will be known as The Memorial Columbarium of The First Presbyterian Church.
2. **Governing Body:** The affairs of the Columbarium will be managed by a columbarium board consisting of the pastor or the pastor's designated representative, the church business administrator and three members of the congregation appointed by the Session. The term of each appointed member shall be three years. The three year terms shall be staggered so that one position will be filled each year. The original board members shall draw their term length by lot. The appointed members may serve a maximum of two consecutive terms. Officers of the board shall consist of a chairperson and a secretary, both to be lay members. Officers shall be elected annually and may be re-elected as long as they serve on the board. The board shall meet at the call of the chairperson or pastor, but at least annually, and shall provide an annual report to Session. The contents of the annual report shall be determined by Session.
3. **Columbarium Usage:** There are two ways in which The Memorial Columbarium of the First Presbyterian Church may be used.
 - 3.1 The purchase of the right to use a niche and the inurnment of cremains in the niche with an inscribed plate with the name of the individual(s) and the dates of birth and death.
 - 3.2 The scattering of the cremains in the columbarium garden and the placement of an inscribed plate with the individual's name and dates of birth and death. The plates shall be on a plaque indicating that the ashes have been placed in the garden.
4. **The Scattering Garden:** An area in the immediate vicinity of The Memorial Columbarium shall be designated as the Scattering Garden.
 - 4.1 The cremains of persons who have elected to use The Scattering Garden shall be placed under the surface of the soil and the surface of the area will be restored.
 - 4.2 Cremains may be commingled
 - 4.3 Persons electing to use The Scattering Garden may be memorialized on a communal plaque located within The Memorial Garden.
5. **Eligibility for Niches:** Niches for inurnment shall be available without regard to ethnicity. No inurnments may be made prior to executing an Agreement with First Presbyterian Church. Consideration of applications shall be given in the following order of priority:
 - 5.1 Members or former members of First Presbyterian Church and their families. The Columbarium is restricted to the inurnment of members of First Presbyterian Church and their immediate families, former members, present and former ministers of the Church; immediate family includes the spouse of a member, parents including stepparents, children, stepchildren, spouses of children, grandchildren, and spouses of grandchildren. No inurnments may be made prior to executing the Columbarium Rights Agreement of First Presbyterian Church of Charleston, WV.

5.2 Others at the discretion of the columbarium board. If a decision cannot be reached, or if an appeal is sought by an applicant, Session will make a final decision.

- 6. Assignment of Niches:** To reserve a niche or group of niches, the Columbarium Rights Agreement shall be used and submitted to the columbarium board. The columbarium board may limit the number of niches reserved by any one applicant. Upon approval of the application and receipt of the established fee, a certificate of inurnment rights shall be issued. The certificate shall show the location and the number of the niche(s) assigned. The specified niche(s) shall be assigned for exclusive use, and the niche(s) shall not be transferred by the subscriber except as provided in these rules and regulations.
- 7. Cost of Niches:** The fee for a niche shall be set by Session on recommendation of the columbarium board and may be changed at any time in the same manner. The fees shall be uniform at any given time regardless of the location of the niche. There shall be no assessment of additional charges after the reservation fee has been paid in full.
- 8. Columbarium Funds:** All funds received will be held in a fund known as the First Presbyterian Church Memorial Columbarium Fund. Additional funds may be donated to the columbarium fund at any time. These funds shall be used for the purchase of columbarium units, associated artwork or furnishings, engraving other than nameplates, installation and construction, landscaping and landscaping maintenance, upkeep and renovation of the columbarium and its surroundings.
- 9. Columbarium Records:** Records of the columbarium board shall be maintained in the Church office along with other permanent records of the Church. The records shall be available for inspection by anyone with a valid interest and shall include the following:
 - 9.1** A file of all applications submitted, together with the disposition thereof. Each approved application shall have attached a copy of the certificate of inurnment rights which was issued;
 - 9.2** A niche numbering chart showing each niche, which niches have been assigned, which are available and which are occupied;
 - 9.3** A continuing record of the finances showing receipts and disbursements of columbarium funds;
 - 9.4** Minutes of meetings of the columbarium board
 - 9.5** A registry of the living persons holding the right to occupy a niche containing their current mailing address, telephone number and email address as well as the current telephone number, mailing address and email address of a designated next-of-kin or other personal representative. Subscriber shall assume the responsibility of advising the church of any change in this information.
- 10. Niche Size and Inurnment Containers:** The internal dimensions of each niche are 10 5/8" h x 10 5/8" w x 23" d. Containers for cremains must be of non-biodegradable material, such as plastic or corrosion-resistant metal. Only sealed containers holding cremains shall be placed in the columbarium niches. It is the subscriber's responsibility to select a properly sized inurnment container and to ensure the suitability of its size and material prior to final use.

In the case of those married as husband and wife or members of the same family, only two persons may be inurned in one niche with the exception of any stillborn child under the following provisions: the cremains shall be accepted and placed into the parents'

niche; at the time the stillborn's remains are accepted, a decision must be made by the surviving parents as to which parent's remains will be placed in the urn with the stillborn child.

11. Title and Rights Reserved to the Church: Legal title to all niches shall remain with First Presbyterian Church. The exclusive right to place in a columbarium niche the remains of an eligible person, and to keep them there as long as the Columbarium is maintained, shall be based upon the following terms:

11.1 The purchaser of this right, who has paid the fee in full, shall receive a certificate signed by the Church business administrator attesting to their reservation of a specific niche, and an up-to-date copy of these rules and regulations.

11.2 The right to use such niche may not be sold or otherwise transferred except as specified herein;

11.3 The First Presbyterian Church reserves the right to move the Columbarium to another location on the grounds of the church or any successor church, should it be determined by the Session as necessary to do so.

11.4 In the event the Columbarium is moved, the church shall have no obligation to move the remains placed in The Scattering Garden. The memorial plaque will remain a part of any relocated columbarium.

12. Transfer or Cancellation of Reservation: If a person who has reserved a niche, or the legal representative of that person, finds that for any reason the reserved niche will not be used, the right to use the niche can only be sold back to the church at a sum equal to the original fee. Upon repurchase all rights of the subscriber of the subscriber's successor shall be terminated.

13. Abandonment: A niche shall be deemed abandoned ten (10) years after the purchase only after ALL the conditions have been satisfied as follows:

If the niche has not been used within 10 years of the time or purchase, and Subscriber is no longer a member of the First Presbyterian Church of Charleston, and Subscriber does not respond to certified mail sent to his/her last known address, and No response or objection is received within 90 days from the date of the certified letter. If all of the above are satisfied, the right to interment in the niche shall revert to the Church and can be made available for purchase or use by another Subscriber.

14. Flowers, Plants and Decorations:

14.1 No memorabilia, such as, pictures, letters, or other such articles and materials shall be placed within, around or on the niche or the grounds of the columbarium. The Church reserves the right, in its sole discretion, to remove and dispose of such memorabilia.

14.2 No permanent decorations of any kind may be added to the niches, or placed on the grounds of the Columbarium.

14.3 As space allows, floral stands, wreaths, baskets, and other floral tributes, which are part of the floral offering at the time of inurnment, may remain for a period of three days. First Presbyterian Church, at its own discretion, may temporarily move these tributes dependent on other church events.

14.4 The Church will not be responsible for flowers that are lost or stolen.

15. Access: The opening of any niche is prohibited by anyone other than authorized Church personnel. Upon the request of a member of the deceased person's immediate family or a person showing evidence of proper authority and just cause, a niche may be opened and the contents removed. Any opening of a niche will be done at a time convenient to the Church and any expenses related thereto will be borne by those requesting such action. Upon permanent (longer than 90 consecutive days) removal, the Subscriber or their estate terminates their right to use the niche and it reverts to the Church. The Church may rely on any documents showing evidence of authority and shall not be required to make further inquiry with respect thereto.

MEMORIAL COLUMBARIUM NICHE ENGRAVING POLICY (11-3-2010)

The subscriber or their family will contract with Sears Monument Company for the engraving of niche fronts. Sears Monument contact is Allen Cosby at 304-342-4158.

Sears Monument Company will:

- Be responsible for the removal of the niche front, the placement of the temporary cover, and the return and installation of the engraved niche front.
- Bill the family directly.
- Notify the Business Administrator at First Presbyterian Church when a subscriber has made final arrangements.

Three lines per person is the maximum permitted, or a total of 6 lines for two persons.

The color of lithichrome is black. The font is Roman Classic. Size and style (regular spacing or condensed) will be determined by Sears Monument based upon the lettering requested.

The layout of the lines may be determined by the family. (For example: the surname may be the top line or centered between family members.) In no case will more than three lines for a single person or six lines for two persons be permitted. Sears Monument has a drawing of available styles prepared solely for the Columbarium on file at their office.

No decoration is permitted including, but not limited to, crosses, praying hands, terms of endearment, symbols of religious, trades, occupations and military affiliation.

An individual may make arrangements with Sears Monument for the engraving of their niche prior to their death. A copy of the preferred layout will be kept on file at the church; however no engraving is to take place prior to death. Cost of the engraving will be determined at the time the service is rendered.

First Presbyterian Church will coordinate the inurnment of cremains with the subscriber and/or their family.

FIRST PRESBYTERIAN CHURCH, CHARLESTON WEST VIRGINIA

MEMORIAL COLUMBARIUM USE AGREEMENT
(Approved by Session March 10, 2010, rev. 9/14/2011)

This Columbarium Use Agreement, dated _____, 20____, by and between First Presbyterian Church of Charleston, West Virginia, and _____, (the Subscriber);

WITNESSETH:

That in consideration of payment by the Subscriber of the fee set out herein, the receipt and sufficiency of which is hereby acknowledged, the Church does hereby extend to the subscriber the privilege of using the Memorial Columbarium and Garden, located on the ground of First Presbyterian Church (the Columbarium), in the manner chosen by the subscriber and indicated below, under OPTIONS, subject to the Columbarium Rules and Regulations of First Presbyterian Church and upon the terms and conditions set out herein.

DEFINITIONS

1. The term "Church" shall mean First Presbyterian Church of Charleston, West Virginia. The legal organization, First Presbyterian Church, acting through its Session or the Session's designees.
2. The term "Columbarium" shall mean the Memorial Columbarium and Garden of the Church.
3. The terms "inurnment" shall mean the act or ritual of disposition of human remains by entombment in a Columbarium. The term "cremains" shall mean the ashes that remain after human cremation
4. The term "subscriber" shall mean the purchase of the rights of inurnment.
5. The term "niche" shall refer to that space used for the individual inurnment of human remains. The internal dimensions of each niche are 10 5/8"h x 10 5/8"w x 23"d. The niche shall be a particular area designated by map numbers and locations within the Columbarium. The columbarium consists of a fixed number of niches.
6. The term "contractor" shall mean any person, firm or corporation performing any work on the Church grounds other than an employee of First Presbyterian Church of Charleston, WV.
7. Throughout these rules and regulations, except as otherwise indicated by context, the masculine gender shall include the feminine and the singular to include the plural.
8. The term "urn" shall mean any container of the size that fits the columbarium Niche and composed of material approved for use as an urn.

9. The term “inurnment rights” means the right to be inurned in the columbarium at First Presbyterian Church of Charleston, WV or wherever the Church decides to locate the Columbarium.
10. The term “Agreement” refers to the Columbarium Use Agreement of First Presbyterian Church of Charleston, WV.
11. The term “immediate family” includes the spouse of a member, parents including stepparents, children, spouses of children, grandchildren, and spouses of grandchildren.
12. The term “scattering” refers to the placement of cremains directly into the soil in the area of The Memorial Columbarium known as The Scattering Garden.

OPTIONS

1. Option I is the sole and perpetual use of _____ (quantity) of niche(s), as shown on the plans or diagrams of the Columbarium on file in the office of the Church, for the inurnment of the cremains of the subscriber, or his designee. The fee for each niche is Two Thousand Five Hundred Dollars (\$2,500.00). Engraving of not more than 3 lines of lettering shall be permitted for each person inurned in the niche. Engraving shall be in the form specified by the church. The cost of the engraving including granite plate removal and replacement shall be borne by the owner or the estate of the person(s) inurned.

Initials _____

2. Option II is the scattering of the cremains of the subscriber in the Memorial Garden area of the Columbarium. The fee for each use for this purpose is Two Hundred Fifty Dollars (\$250.00). Engraving of not more than 2 lines upon the bronze Memorial Plaque placed by the Church in the Columbarium shall be permitted for each person whose cremains are placed in the Scattering Garden. Engraving shall be in the form specified by the church. The cost of the engraving bronze plates and the attachment of the plate to the bronze Memorial Plaque shall be borne by the owner or the estate of the person whose cremains have been placed in the Scattering Garden.

Initials _____

The subscriber chooses the privileges described as Option _____, above. The subscriber may from time to time amend this choice, if other options are available, upon due notice to the Church and the payment of any appropriate charges.

The Columbarium is available to members of First Presbyterian Church, Charleston, WV and their immediate families, former members, present and former ministers of the Church. The Columbarium additionally is available to members of other Presbyterian Churches and others at the discretion of the columbarium board. If a decision cannot be reached, or if an appeal is sought by an applicant, Session will make a final decision.

The rights and privileges of the subscriber set out herein shall be always subject to the Rules and Regulations of the church, as heretofore or hereafter adopted and amended by the Session of the Church.

The subscriber is to supply an appropriate urn to place in the niche as specified in Paragraph 10 (Inurnment Containers) of the Columbarium Rules and Regulations).

Once the cremains are placed in a Niche of the Columbarium, or scattered or buried in the Memorial Garden, such cremains shall not be removed from the Columbarium without the written consent of the Church, or an appropriate order of the Circuit Court of Kanawha County, West Virginia. In the event of removal from a niche all rights to the niche shall cease and terminate and any rights hereunder by the subscriber or his or her designee shall revert to the Church.

No lettering or memorial of any sort shall be placed on or about the Columbarium, except as is authorized by the Church.

Flowers and other plant material may be placed in the Columbarium only as specified in Paragraph 14 (Flowers, Plants and Decorations) of the Columbarium Rules and Regulations.

All services during which the cremains are inurned or scattered in the Columbarium shall be under the direction of a minister of the Church.

The subscriber and his fiduciary, family and designee shall not acquire any property rights of any kind whatsoever in or to the Columbarium by this Agreement, or by reason of the inurnment or scattering of the cremains. Complete ownership of and control over the Columbarium is, and shall at all times remain, in the Church.

The Church, in the execution of any and all of its rights, privileges and duties pursuant to the Agreement, shall act by and through its Minister, Property Trustees or Session, or their designees, in accordance with authority granted by the Session, and applicable Church Law.

The Church reserves to itself the right to enlarge or remodel the Columbarium and garden, or to remove the same and build a new columbarium in a new location and abandon the use of the existing columbarium and in any of said events, the Church shall provide appropriate continuing memorialization of those inurned in the columbarium. If the niche specified above is affected, the Church shall substitute for the niche specified above, another of substantially like size and character, in which event the subscriber shall have the same rights in such substituted niche as are granted hereby, subject to the terms, conditions, limitations and provisions hereof.

After initial inurnment reopening may be conducted only in accordance with Paragraph 15 (Access) of the Columbarium Rules and Regulations.

In the event a subscriber or the person designated by the subscriber shall die and his ashes are not inurned in the niche reserved for such subscriber or his designee and no ashes have been inurned within the niche reserved within a period of two years after the date of death of the person designated to interred in such niche then all rights with respect to such niche shall cease and be terminated and the Church shall be free to reserve the space for another subscriber. It shall be the duty of the subscriber to maintain a record with the Session of the subscriber and his designee's correct mailing address. At any time ten years after the date of such subscription, the Session may terminate the rights of any subscriber or his designee hereunder if, and only if, a notice of such termination has been sent to the subscriber and/or his designee by certified mail and no response in writing is sent to the Church within one year of the mailing of said letter

which requests that a space continue to be reserved. In the event of termination all reasonable efforts will be made to return the subscription fee to the subscriber's estate if it is still open.

Release of Liability and Hold Harmless Agreement: In further consideration for the privilege of using the Memorial Columbarium and Scattering Garden as set forth in the terms of this Columbarium Use Agreement, the undersigned subscriber for himself or herself and for his or her estate, heirs, assigns and/or personal representatives does hereby release, discharge and acquit First Presbyterian Church, its officers, employees and members of and from any and all claims of whatever design or character the undersigned now has or may hereafter have, as a result of the alleged negligence, breach of contract, and/or breach of any express or implied warranties by The Church arising out of or related to the use or maintenance of the Columbarium, including but not limited to all claims against First Presbyterian Church for damages that may arise out of physical damage to the Columbarium or to the niche purchased in this Agreement.

In further consideration, the undersigned subscriber does hereby release First Presbyterian Church, its officers, agents, employees and members from any liability in connection with the opening of any niche, the inurnment or removal of any cremains, and the closing of any niche, and as a condition precedent to such action shall agree to indemnify and hold the Church harmless from any costs including legal fees and court costs incurred in connection with any such opening, inurnment or removal.

The terms and conditions set forth herein for the use and maintenance of the Columbarium may be modified, amended or changed at any time in the sole discretion of the Session provided that notice of such amendment or change shall be forwarded to each living donor or his living designee for a Niche.

Niche number: _____

Subscriber signature

Date

Witness the following signatures:
First Presbyterian Church, Charleston WV

By _____

Date _____

By _____

<i>Office use only</i> Payment received:
Amount: \$ _____
Check #: _____
Date: _____

Date _____