

**Regulations Governing
Calvary United Methodist Church Columbarium
3701 Hillsboro Road
Nashville, Tennessee 37215**

Purpose and Use of the Columbarium

The Columbarium at Calvary United Methodist Church (hereinafter called Calvary) is designed as a place to "celebrate life". It is a living memorial to deceased Calvary members and their families. Located along the sanctuary south wall, it provides for interment of cremated remains of Calvary members, clergy, staff and their immediate families, as well as a place for meditation, prayer, reflection, and remembrance. Ashes may be inurned and placed in a niche or scattered. A bronze plaque will identify the name, date of birth and date of death of each interred person.

Policies, Rules and Regulations

1. The right to use the Columbarium is granted subject to the conditions, limitations and privileges specified in this document *Regulations Governing Calvary United Methodist Church Columbarium*, and other applicable regulations of Calvary.
2. The member acquires no property rights in the Columbarium and its niches and agrees that said areas are under the sole jurisdiction and control of Calvary. The Columbarium will at all times remain the property of Calvary. While Calvary members may reserve the use of a niche or permission to scatter ashes, they will not receive a deed or any documentation indicating ownership interest.
3. Niches contain four urns. Based on availability, a specific niche location may be requested. The Columbarium Committee, upon receipt of a signed and accepted *Columbarium Use Agreement* with all appropriate fees paid, will assign location.
4. Only urns supplied by Calvary will be used in the niches. Each urn will be identified with the name of the individual whose ashes are contained therein. The full names of persons whose ashes are inurned in the Columbarium, along with their date of birth and date of death, will be placed on individual nameplates affixed to the front of the niche. Names may be limited as to the number of characters. Individual nameplates for persons whose ashes are scattered will be placed on a shared plaque located in the Columbarium. Nameplates will be mounted on the shared plaque in the order that the ashes are scattered.
5. Except on the day of interment, there will be no decorations or floral tributes allowed in the Columbarium, either on the walls, niches, scatter garden, plaques, or other components. Families may contact the church office regarding placing memorial flowers at a church worship service.
6. Use of the Columbarium shall be limited to the deposit of the cremated remains of a person who was a member of Calvary, immediate family of a Calvary member,

- or clergy and staff who have served at Calvary and their immediate families. For the purposes of this document the term “member of Calvary” shall mean a person who was a member at the time of purchase or at the time of death, and the term “immediate family” shall mean any of the following relations (natural or by adoption): a spouse (at the time of purchase or at the time of the death), mother, father, child, daughter-in-law, son-in-law or grandchild. In an individual case, Calvary may consider authorizing other relations.
7. Cremation will be arranged by families with a funeral home or crematorium. The funeral home or crematorium will arrange for placing the ashes in a sealed urn supplied by the church, in a biodegradable container, or a suitable container for spreading ashes in the scatter garden. A church representative will be available to assist families with arrangements for interment.
 8. The rights herein may not be assigned by the member without written approval of Calvary’s Columbarium Committee, which approval may be granted or withheld solely at the discretion of Calvary. In the event of approval of an assignment, the assignee shall be bound by all the terms and conditions to which the assignor was subject.
 9. Access to the Columbarium may be limited at times and under some conditions, as for example interments or maintenance.
 10. An urn may be permanently removed from the Columbarium upon the written consent of Calvary made pursuant to the written request of the surviving spouse or the nearest of kin of the person whose ashes are contained therein. In the event of such removal from a niche all rights to the space where the urn was located shall revert to Calvary without remuneration.
 11. The Columbarium and all undertakings and rights with respect to the maintenance and conduct of it, are under the sole jurisdiction of Calvary. Calvary may designate church officers, employees or others as its agents to act for it in pertinent matters, including those herein specified. Only those persons so designated are authorized to act.

Application Process and Fees

Members of the Columbarium Committee are available for consultation regarding the Columbarium. Calvary members may reserve a niche, urn space or permission to scatter remains by reviewing and signing the *Regulations Governing the Calvary United Methodist Church Columbarium* (this document), completing a *Columbarium Use Agreement*, and attaching the necessary fee. The church office will direct inquirers to the person appropriate for processing an application.

Columbarium Use Agreements for Calvary Members and their immediate family members *may be* reviewed by the Columbarium Committee. The Senior Minister or a designated representative will approve and sign the Columbarium Use Agreement.

Fees: Reserved niche containing four urn spaces. The fee is \$ 6000.
Reserved urn space in a niche. The fee is \$ 1500. per urn.
Ashes buried or scattered . The fee is \$ 750.
Opening a niche for removal of an urn (s) after interment. The fee is \$500.

The above fees include the urn, memorial plaque for interred persons, opening and closing a niche, the administration and perpetual maintenance of the Columbarium. All other costs associated with the memorial services and interment, including but not limited to the costs of cremation shall be borne by the Member or the heirs, executors, or administrators for the estate of the Member.

Fees may be changed over time to cover the capital, administration, interment and maintenance costs of the Columbarium. Changes in the fee structure will be at the discretion of the Columbarium Committee and approved by the Calvary Church Council.

The operational cost of the Columbarium is intended to be self-supporting, separate and apart from other operating funds. The construction of the Columbarium was primarily financed by designated gifts; the remaining portion was supported by designated gifts and church operating funds.

The Columbarium Committee will periodically contact the member, or his/her legal representative, to ascertain the member's plans regarding the use of the Columbarium. If the member has no desire to use the Columbarium or contact has been unsuccessful over a three year period, the privilege of interment shall lapse without obligation on the part of the Church to return any fees paid, and the space will be reallocated by the Columbarium Committee.

Columbarium Administration

The Columbarium Committee is responsible for the administrative oversight of the Columbarium. The Committee should have a minimum of five members, appointed to serve staggered terms for continuity over time.

The Senior Minister will designate staff members who will be responsible for the day-to-day administration and operation of the Columbarium. In addition to its oversight responsibilities, the Columbarium Committee will be responsible for review of requests for exceptions to the rules governing the Columbarium and long range planning for the Columbarium. The Columbarium Committee will submit an annual report to the Church Council on the status of the Columbarium.

Records and Documents

Records of interments and reservations will be maintained permanently by the administrative staff of Calvary. The records will show the arrangement of all niches and

urns, the names, date of birth and date of death of the inurned, and those whose remains are scattered. Records will also show the name and address of the member or family who purchased the right of interment and the name and address of the person to contact in the event Calvary should move from its current location or move the location of the Columbarium.

Records related to the persons interred in the Columbarium will be maintained in a fireproof file and a backup copy of the records will be stored in a secondary location.

Perpetual Care

Calvary is committed to the perpetual care of the ashes of the deceased who are placed in the Columbarium. Calvary does not foresee moving from its current location or moving the location of the Columbarium. However, Calvary retains the sole right, if it deems it necessary or appropriate, to move the site of the Columbarium. Should a move occur, Calvary commits to moving the Columbarium, including the niches and urns, to another place of dignity and peace.

The right herein granted to use a niche and urn shall continue only so long as the present church edifice is owned by Calvary. In the event of its sale, such right shall cease and upon written notification of such sale (based on the current contact information provided), the member, or his/her legal representatives, shall have the right to request removal of the remains. If the removal request is not made within sixty (60) days after publication of a notice in a newspaper of general circulation in Nashville, Tennessee, Calvary has the right to remove and relocate the ashes in such manner as it shall deem proper in its sole and absolute discretion.

Liability

Calvary assumes no liability arising out of its design, construction, maintenance or operation of the Columbarium or for any loss of, or damage to, urns or ashes of any deceased person or for any other reason. Calvary expressly disclaims all responsibility and shall be relieved from any liability for loss or damage, including without limitation damage caused by the elements, an act of nature, thieves, vandals, malicious mischief, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether damage be direct or collateral.

Amendment of the Columbarium Use Agreement, Regulations or other documents

The Columbarium Committee reserves the right to amend the Columbarium Use Agreement, Governing Regulations and other documents used in the administration of the Columbarium.

Signature Member: _____ Date: _____

(If applicable) Spouse: _____ Date _____