**Holden Beach Church Chapel**

*Columbarium Policy and Operating Rules*

The Columbarium of the Holden Beach Church Chapel is created on the premises of the Church for the inurnment of the cremated remains of eligible deceased persons. It includes gardens, niches for inurnment and memorial plaques dedicated to the memory of eligible persons whose remains are buried or scattered elsewhere.

The *Columbarium Policy 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, uniform in size, for the inurnment of the ashes of cremated humans. Each niche shall be covered with a granite plate, uniform in size, which shall be engraved with the name and dates of birth and death of the deceased. The Memorial Plaque will be inscribed with the name and birth and death dates of memorialized deceased persons.

ELIGIBILITY: The Columbarium shall be restricted to the inurnment of (a) Members and Friends of the Holden Beach Church Chapel, (b) spouses of members, (c) children or step-children of members, (d) parents or step-parents of members, (e) current or past ministers of the Church, and (f) other persons with strong ties to the Church if approved by the Columbarium Committee (The Committee) after a written request. Inscription of names on the Memorial Plaques shall also be restricted to those persons listed above.

PURCHASE OF NICHES AND PLAQUES: Niches within the Columbarium may be purchased only by members of the church and/or immediate families as outlined above. The right to use a niche may not be sold or transferred without prior written permission from The Committee. Designation of the person to be inurned may be changed by a request in writing from the purchaser at any time prior to death. A niche may be surrendered by the purchaser upon written notification back to the church less a surrender fee of 25% of the purchase price. The legal title to all niches and plaques shall, at all times, remain with the church. No ownership in the Columbarium and its property is involved.

Each Columbarium niche will be assigned a specific number. Specific niches for the inurnment of cremated remains may be purchased or reserved by eligible persons upon payment of designated fees and execution of required documents at the time of reservation. A schedule of current fees and payments is attached as Exhibit “A” to these *Operating Rules*. The Committee may change these fees in the future upon approval of the Trustees.

Any niche not previously purchased or reserved may be selected by the purchaser. Reservations may not be transferred to another person without the prior written permission of the committee. A contract for the purchase of a Columbarium niche is attached to these *Operating Rules* as Exhibit “B.”

FEES FOR RIGHT TO UTILIZE NICHE WHERE NO RESERVATION HAS BEEN MADE: On those occasions when the family of a deceased eligible person desires to have the cremated remains of the deceased inurned in the Columbarium but no niche has been previously reserved, the right to utilize a niche may be obtained upon the payment of the fees then currently in effect.

CANCELLATION: If a reserved niche is unused within eighteen (18) months after the death of the person(s) for whom the niche is reserved, the Columbarium may declare the reservation cancelled and may refund the reservation fee to the person legally entitled to same, less a surrender fee of 25% of the purchase price.

MAINTENANCE: Except upon the removal of all inurned, the Church shall maintain the Memorial Gardens and the Columbarium in perpetuity as places of reverence, remembrance and meditation.

REMOVAL BY ENTITIES OTHER THAN THE CHURCH: The cremated remains of a deceased inurned in the Columbarium may be removed by such persons authorized by law to do so, and upon compliance by such persons with all requirements of state, municipal or other pertinent laws. If after the removal of the cremated remains of the deceased, the cremated remains of another deceased are not present in the niche, all rights to the use of the niche shall revert to the Church.

MANAGEMENT: All fees, donations or bequests received by the Church in connection with the Columbarium, niches, and memorial plaques shall be maintained by the Church in a separate fund. All disbursements from the account must be approved by the Board of Trustees, or, if such authority is delegated by the board of Trustees, by the Columbarium Committee. Appropriate periodic reviews of the aforesaid account shall be performed in accordance with the regular Holden Beach Church Chapel accounting practices.

The Committee shall maintain a record of each inurnment in the Columbarium and inscription of names on the Memorial Plaques. The names of the deceased in each inurnment, the deceased’s dates of birth and death, and the deceased’s next of kin or legal representative shall be included therein. The Committee 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.

ADDRESSES: It shall be the responsibility of the purchaser to keep the Columbarium Committee advised at all times of the current mailing addresses of themselves, the persons for whom the niche is reserved, and the next of kin or the designee. The purchaser will normally be the individual that the Columbarium Committee would contact for any reason.

INURNMENT: Services for the inurnment of cremated remains shall be in keeping with the faith traditions of the Holden Beach Church Chapel.

URNS: Urns containing the cremated remains of the persons to be inurned in the Columbarium shall be provided by the deceased’s family or legal representative and the provider shall be responsible for the cost of each urn. A niche may contain one or two urns of deceased persons. The interior dimensions of each niche shall be 11 ½ inches high, 11 ½ inches wide and 17 ½ inches deep. Each urn shall generally not exceed exterior dimensions of 10 inches height, 10 inches width and 8 inches depth. The urn shall be constructed of a decay resistant material to sufficiently contain the cremated remains; for example, glass, porcelain, ceramic, or non-corrosive metal.

COSTS: The cost of cremation is not covered by any fee to be paid to the Committee pursuant to these *Operating Rules.* The Committee will not offer cremation services. No expenses other that those prescribed herein are covered by the prescribed fees.

NICHE PLATES: Engraving of niche plates will be of uniform size and style as prescribed by the Committee. The Committee will provide for such engraving as part of the fee prescribed in Exhibit “A.” Each niche plate will be inscribed only with the name(s) and dates of birth and death of the deceased. Niches containing the remains of two persons will be inscribed with such information for both persons. No other inscriptions will be permitted. No flowers, flags, decorations, or other memorabilia will be permitted inside the Columbarium except during the inurnment service.

SUPERVISION: The use, management, and maintenance of the Columbarium shall be supervised by a Columbarium Committee of the Church as approved by the Trustees. The Committee will function under the general supervision of the Trustees and will report to them annually or more often as deemed necessary by the Trustees.

The Columbarium Committee will have the authority to amend, change or modify these *Operating Rules,* which shall govern all activities and services relating to the Columbarium, subject to the approval of the Trustees.

LIABILITY: No liability of any kind whatsoever is assumed by the Church for the maintenance or preservation of the ashes of any person inurned in the Columbarium or any loss or damage to the urns. Nor is any liability of any kind whatsoever assumed by the Church for any matter or thing to the Columbarium area, its use, or subsequent maintenance.

**EXHIBIT A**

Columbarium Reservation Contract

Holden Beach Church Chapel

**Fees**

\*Niche reservation fee ($3,500) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Memorials** ($1,200 each)

\*Memorial Plaque fee \_\_\_\_ \_\_\_\_\_\_

**Amount Paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  ­­­­­­­­­­­­­­­­­­­­­­­­­­­­

**Effective Date of Fees** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* (*Fees include cost of engraving*.)

**EXHIBIT B**

Columbarium Contract

Holden Beach Church Chapel

**Contract for Reservation and Perpetual Care for Niche Number: \_\_\_\_\_\_\_\_\_\_\_\_\_**

This contract made and entered into this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_

by and between Holden Beach Church Chapel and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereafter referred to as the *purchaser*.

WHEREAS the Holden Beach Church Chapel has designated a plot of land on its premises known as The Columbarium which includes niches for the cremated ashes of eligible persons and memorial plaques to honor eligible persons;

WHEREAS the Holden Beach Church Chapel through its Board of Trustees has established the *Columbarium Policy and Operating Rules* which are attached hereto and are made a part of this contract governing eligibility and use of the columbarium and the memorial plaques;

WHEREAS the Board of Trustees of the Holden Beach Church Chapel has authorized the Columbarium Committee to execute this contract as its agent;

WHEREAS the Holden Beach Church Chapel desires to furnish and the purchaser desires to reserve the use of a niche in the columbarium; and,

 Now therefore, for and in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1) Holden Beach Church Chapel agrees to furnish to the purchaser and the purchaser agrees to reserve from the Church the use of a niche in the Columbarium for the cremated remains of one or two persons.

2) Holden Beach Church Chapel agrees to inscribe the niche plate with the name, date of birth and date of death of the person(s) inurned therein, and to use reasonable care to maintain and preserve the occupied niche.

3) The total purchase price shall be $3,500.00 payable upon signing of this contract.

4) Holden Beach Church Chapel shall retain full title to the Columbarium and hereby grants to purchaser only the right to use one niche in the Columbarium in accordance with the policy and operating rules attached.

5) Purchaser has read the policy and operating rules and is familiar with the contents thereof, and purchaser agrees to be bound by the policy and operating rules. Purchaser

further agrees to any future changes that may be made to the policy and operating rules.

6) Purchaser authorizes the Church to relocate the Columbarium, his/her niche therein

and the cremated remains to another proper location should it become necessary for

any reason, and this authorization shall be binding upon his/her heirs, executors,

administrators and assignees.

7) Purchaser warrants that he/she has all rights, title and interest in and to the mortal remains of the person(s) anticipated to be inurned at the Columbarium and further warrants that he/she has full right and authority to execute this contract. Holden Beach Church Chapel has and assumes no responsibility to inquire further into the authority of the person executing this contract.

8) Purchaser or his/her representative shall furnish Holden Beach Church Chapel with the following information concerning the person(s) whose remains are to be inurned in the Columbarium niche purchased herein.

This contract, including the attached *Columbarium Policy & Operating Rules*, constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between these parties are merged herein.

No waiver of any of the provisions to this contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this contract shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. This contract may be deemed an original and all of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**Signatures**

Purchaser Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Print\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Columbarium Chairman\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Church Trustee Chairman\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Purchaser Next of Kin Contact Information**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number/Email address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Holden Beach Church Chapel**

**Columbarium Assignment**

**(Number 1)**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 First Middle Last

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Death: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(Number 2)**

 Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 First Middle Last

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Death: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_