

Westminster Presbyterian Church

Charleston, South Carolina

Rules, Policies and Regulations Governing The Westminster Presbyterian Church Memorial Garden

PURPOSE

The Columbarium of Westminster Presbyterian Church (the “Columbarium” and the “Church”) has been created to provide for the spiritual well-being of the Church members at times of death and bereavement and to establish a final consecrated resting place for evidence of Christian witnesses, a symbolic statement of the unity of Christian community and a peaceful gathering place for families and friends. The Columbarium will provide a space for depositing a crematory urn (“inurnment”) of cremated human remains (“cremains”) of deceased Church members and other eligible persons. In conjunction with the Columbarium, a Memorial Wall has been created for the purpose of memorializing deceased Church members, former members and their families who are interred or inurned elsewhere.

GOVERNANCE

Administration, operation and maintenance of the Columbarium and the Memorial Wall are the ultimate responsibilities of the Session which may delegate its authority, as appropriate, to the Columbarium Committee (the “Committee”). The Committee shall be responsible for making ongoing decisions regarding the Columbarium and Memorial Wall.

ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the cremated human remains of any member or former member of the Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or former member; parents, step-parents, grandparents or step-grandparents of the member or former member; siblings of the member or former member; children or step-children of the member or former member; the spouses of children or step-children of any member or former member; and the grandchildren or step-grandchildren of any member or former member. Any minister or former minister of the Church and his or her spouse and members of his or her immediate family (as defined above) are also eligible.

ELIGIBILITY FOR THE MEMORIAL WALL

Inclusion on the Memorial Wall shall be limited to any member or former member of the Church and members of his or her immediate family (as defined in the preceding paragraph) who are interred elsewhere. Any minister or former minister of the Church and his or her spouse and members of his or her immediate family (as defined above) who are interred elsewhere are also eligible.

FEES

A Columbarium niche may hold the cremains of two deceased eligible persons. The current one-time fee for the right of inurnment in the Columbarium is \$1500 for a single urn in a niche and \$2250 for two urns in a niche. This fee includes one urn per eligible person, all costs directly associated with inurnment, inscription of name(s) and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, transportation or other off-premises costs.

The current one-time fee to place a plaque on the Memorial Wall is \$500 per individual being memorialized. This fee includes cost of the plaque, inscription of the name and dates and maintenance of the Memorial Wall.

The above Columbarium fees and Memorial Wall fee may be changed in the future by the Committee if approved by the Session. Holders of Certificates (as hereafter defined) will neither be reimbursed nor assessed additional costs if the fee changes.

PURCHASE AND SELECTION OF NICHES

To purchase a Columbarium niche, an eligible person shall obtain an Application from the Church office for a Certificate of Right of Inurnment ("Certificate"). The applicant shall complete the application and submit it with payment in full to the Financial Secretary.

The Financial Secretary will contact the applicant to insure that all information is complete and correct. Upon verification of all information and full payment, the applicant ("Certificate Holder") will be issued a Certificate of Right of Inurnment.

The Certificate Holder will have the right to select any niche(s) which may be available at that time. If more than one application has been approved on the same date, the rights of preference shall be based on the date and times the applications are received.

PURCHASE OF MEMORIAL WALL PLAQUES

To purchase a plaque to be placed on the Memorial Wall, a Church member or former member shall obtain a Memorial Wall Application from the Church office, complete the application and submit it with payment in full to the Financial Secretary. Once the information on the Application is verified for correctness and for proper eligibility for inclusion on the Memorial Wall, a Memorial Certificate will be issued, and the memorial plaque will be ordered. Plaques will be placed on the Memorial Wall in the order in which they are purchased.

TITLE AND RETAINED RIGHTS

The Certificate Holder (Columbarium and/or Memorial Wall) acquires no property rights in the Columbarium, any of its niches, the Memorial Wall or any of the Church's property. Legal title to the Memorial Wall, the Columbarium and all niches remains with the Church at all times. The Certificate of Rights of Inurnment attests only to the right to inurn the cremains of the person(s) named on the Certificate in the specific niche listed in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Committee, the latter shall take preference.

INURNMENT PROCEDURES

Services: Only an installed pastor serving the Church or an ordained minister invited by an installed pastor of the Church shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the minister, the Church and the family of the deceased to be inurned. A family representative is responsible for making inurnment arrangements with the Church.

Urns: Each niche in the Columbarium shall have a capacity to hold two urns. The only urn(s) that may be used for inurning cremains in the Columbarium shall be the urn(s) provided and included in the fee charged for each niche. The name of the deceased shall be permanently affixed somewhere on the urn.

Inscription on Niche Doors:

Uniformity of Inscription: The inscription shall be in a uniform size and style as determined by the Committee. The purchase price of the niche in the Columbarium shall include the cost of such inscription on the niche door.

Conformity of Text: The maximum inscription shall consist of the following:

Name of the Deceased (No titles)
Date of Birth Date of Death
(Month XX, XXXX) (Month XX, XXXX)

Correctness of Inscription: An inscription order form will be provided by the Committee to be typed or printed in ink and signed by the deceased's representative to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Committee. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates on the signed inscription order.

TRANSFER OR ASSIGNMENTS

Right of First Refusal: The Committee retains the right of first refusal to purchase the unused inurnment rights of any Certificate Holder of such rights at the then current standard purchase price or the original purchase price, whichever is the lower, prior to the transfer or assignment of said rights to any new Certificate Holder. Any new Certificate Holder must meet the criteria for Eligibility for Inurnment in this document. If the Committee chooses not to exercise the right of first refusal, the Certificate Holder may transfer the Certificate to another eligible person provided all transfer information is updated with the Financial Secretary.

Niche Use: No cremains may be inurned in any niche except those of the person(s) listed on the Certificate for that niche.

SECURITY OF CREMAINS

The Church will use reasonable care to protect all urns deposited in the Columbarium. The Church disclaims all responsibility and shall be relieved from any liability for loss or damage from causes beyond its reasonable control, including, without limitation, damage caused by the elements, acts of nature, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, invasion or order of the military or civil authority, whether damage be direct or collateral.

TERMINATION OF THE COLUMBARIUM

It is the intent of the Church to maintain the Columbarium in perpetuity. However, if there is substantial damage to the present church building or the Columbarium, or if the Church reasonably determines that it is not feasible to continue the Columbarium, or the Church ceases to exist, the Columbarium may be discontinued. In such an event all Certificate Holders' privileges shall terminate without any requirement for refunds. In that case the Church or its successors shall use reasonable efforts to notify the Certificate Holder(s) or their successors by letter at the current address on file in the Church office to notify them of relocation of the Columbarium and/or afford them the opportunity to remove urns from the Columbarium. Removal of the urns will be at the expense of the person assuming responsibility for the removal.

INDEMNITY FROM LIABILITY

The Church and/or its successors shall not be liable for any damages or for any loss resulting from or to the Columbarium facilities, urns or any inured remains. In addition, no member of the staff of the Church, no individual member of the Session or member of the Committee designated to maintain or supervise the Columbarium shall be personally liable for any damages or for any loss resulting from or to the Columbarium facilities, urns or inured remains.

The Church may carry such insurance for its own benefit relating to the Columbarium and contents as the Committee with Session approval sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the inurnment Certificate Holders.

REMOVAL OF CREMAINS

If after inurnment a family member or other authorized individual desires to remove cremated remains entirely from the Columbarium, that request must be in writing, setting forth the reasons and circumstances for the request, including the authority of the person making the request. If the committee is satisfied that the request is appropriate and has received an indemnity agreement from the requesting party, the Committee may approve the request. If such request is granted, the entire amount of the fee and the Certificate shall be forfeited and all rights of inurnment shall cease. Thereafter the niche shall become and be available for designation by the Church for use of other members or persons eligible under the terms and conditions of these Rules, Policies and Regulations.

PERSONAL CONDUCT IN THE COLUMBARIUM AREA

The Columbarium and Memorial Wall are part of the Church, and all persons while in the Memorial Garden are expected to conduct themselves in accordance with customary decorum as normally observed in a Presbyterian Church or consecrated resting place. The Session and Committee are empowered to enforce these Rules, Policies and Regulations and to exclude from the Memorial Garden any person(s) violating these Rules, Policies and Regulations.

CERTIFICATE HOLDER'S OBLIGATION OF NOTIFICATION

The Certificate Holder of inurnment rights has an obligation to keep the Church notified concerning his or her name and current address and of any and all changes and related information.

PERPETUAL CARE FUND

Funds from the sale of Columbarium niches and Memorial Wall plaques in excess of initial construction costs and associated expenses shall be maintained by the Church, subject to Session approval and as directed to the Committee, as a perpetual care fund for the upkeep of the Memorial Garden, including the following: routine maintenance, floral arrangements and seasonal plantings, inscriptions and installation of Columbarium niche doors and Memorial Wall plaques, insurance as required, future additions, modifications and/or repairs to the Columbarium and Memorial Wall and hardscape and other uses.

FLOWERS AND MEMORABILIA

No flowers or memorabilia such as pictures, letters, toys or other such articles and materials shall be placed within, around or on the niches or the grounds of the Columbarium and Memorial Wall. The Church reserves the right, in its sole discretion, to remove and dispose of such memorabilia. No permanent decorations of any kind may be added to the niches or the plaques on the Memorial Wall or the grounds of the Columbarium. Notwithstanding this general prohibition, the Church, in its sole discretion, may allow the temporary placement of flowers or greenery at the time of inurnment, but such flowers or greenery shall be promptly removed by the family. The Church shall have no liability for the removal and disposition of any unauthorized placement.

ANNUAL REPORT

The Committee shall provide a written report to the Session annually, including a summary of the Columbarium and Memorial Wall activity, a statement of plans and budget for the following year and a financial report. The financial report shall give an accounting of the investment and earnings of the memorial Garden account funds.

EXCEPTIONS TO AND AMENDMENT OF RULES, POLICIES AND REGULATIONS

The Session of the Church, through the Committee, has discretion to make exceptions to these Rules, Policies and Regulations as the Committee deems necessary.

The Session of the Church, through the Committee, may at any time, but at least once per year, review and, if deemed necessary, amend these Rules, Policies and Regulations.

The Session of the Church may at any time repeal, suspend or waive any and all of the requirements of the Rules, Policies and Regulations. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Session, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

The Committee will use reasonable efforts to notify the Certificate Holders of such changes by letter to the address on file with the Church.

Westminster Presbyterian Church

Application for Columbarium Niche

The undersigned hereby applies to reserve a niche(s) in the Westminster Presbyterian Church Columbarium to be used for the inurnment of the cremains of the person(s) listed below.

I understand that the use of the niche shall be subject to the Columbarium Rules, Policies and Regulations duly adopted by the Session as amended from time to time and agree to be bound by such rules.

I understand that, once the application information is fully verified for eligibility and correctness of information and payment has been received in full, I may select and reserve a specific niche from those available.

Applicant(s) for Columbarium Niche(s) _____ Single urn niche _____ Double urn niche

Name: _____ Relationship: _____

Address: _____ Phone: _____

Name: _____ Relationship: _____

Address: _____ Phone: _____

I understand that I may change the person(s) to be inurned to any other eligible person(s) only by written request to the Church during my lifetime.

I will inform the Church if any change of address, phone number or names and addresses and phone numbers of the person(s) for whom niche(s) are reserved.

I understand that this application is at the discretion of the Session of the Church.

Signatures: (Note that all applicants should sign)

Name(s): _____

Address(es): _____

Total Cost to Reserve Niche: \$ _____ Single urn niche: \$1500 Double urn niche: \$2250

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For Church Use Only: Date Received _____ Time Received _____

Amount Received: \$ _____ Acknowledged and Receipted (date) _____

Eligibility and Information Verified: (Date and Signature) _____

Niche(s) Reserved _____ Certificate Prepared (date) _____

Westminster Presbyterian Church Columbarium Certificate of Right of Inurnment

This agreement is made this _____ day of _____, 20_____

between Westminster Presbyterian Church of Charleston, South Carolina and

_____, hereafter referred to as the Certificate Holder.

In consideration of the sum of \$_____ paid to Westminster Presbyterian Church, the parties agree as follows:

Westminster Presbyterian agrees to provide the reserved niche(s) (listed below) in the Columbarium, an urn(s) and inscription(s), and to provide care for said niche(s). It is the present intention of the Certificate Holder that the niche(s) be used for the inurnment of:

_____ Niche Number _____

_____ Niche Number _____

The rights of the parties to this Agreement are subject to the Rules, Policies and Regulations governing the Columbarium, which may hereafter be amended from time to time.

Westminster Presbyterian Church

Certificate Holder

By: _____

By: _____

Title: _____

By: _____

Westminster Presbyterian Church

Vital Information for Memorial Arrangements

(Please Type or Print Clearly)

Please turn this information in with your application.

Certificate Holder's Name(s): _____

Address: _____

Phone: _____

Please provide name(s) of the individuals responsible for decisions concerning memorial arrangements upon last decedent.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have prior memorial arrangements been made? Yes _____ No _____

Mortuary Location and Phone: _____

Westminster Presbyterian Church

Columbarium Inscription Information

Please turn this information in with your application.

In order to help facilitate the inscription on niches for the Columbarium, please **PRINT** the following information as you would like it to appear on the niche door(s). No titles may be used, only names. Use the first set of lines for a single urn niche and both sets of lines for a double urn niche.

Name

Date of Birth
(Month, Day, Year)

Name

Date of Birth
(Month, Day, Year)

Westminster Presbyterian Church

Application for a Memorial Wall Plaque

The undersigned hereby applies to purchase a Memorial Plaque for inclusion on the Westminster Presbyterian Church Memorial Wall in remembrance of the person(s) listed below.

I understand that the Memorial Plaque shall be subject to the Columbarium and Memorial Wall Rules, Policies and Regulations duly adopted by the Session as amended from time to time and agree to be bound by such rules.

I understand that, once the application information is fully verified for eligibility and correctness of information and payment has been received in full, the Memorial Plaque will be ordered and installed when inscriptions are completed.

Applicant's Name: _____

Address: _____

Phone Number: _____

Name of Memorialized Individual: _____

Relationship of this Individual to the Applicant : _____

Memorial Plaque Inscription Information

In order to help facilitate the inscription on the Memorial Plaque for the Memorial Wall, please **PRINT** the following information as you would like it to appear on the Plaque. **No titles may be used, only names.**

Name	
_____	_____
Date of Birth (Month, Day, Year)	Date of Death (Month, Day, Year)

Applicant's Signature: This signature below verifies that the inscription information given above is correct.

Cost of a Memorial Plaque: \$500

For Church Use Only: Date Received _____ Time Received _____

Amount Received: \$ _____ Acknowledged and Received (date) _____

Eligibility and Information Verified: (Date and Signature) _____

Certificate Prepared (date) _____

Westminster Presbyterian Church Memorial Wall Plaque Certificate

This agreement is made this _____ day of _____, 20_____

between Westminster Presbyterian Church of Charleston, South Carolina and

_____, hereafter referred to as the Certificate Holder.

In consideration of the sum of \$_____ paid to Westminster Presbyterian Church, the parties agree as follows:

Westminster Presbyterian agrees to provide on the Memorial Wall in the Prayer Garden a Memorial Plaque with inscription of the memorialized individual, and to provide care for the Memorial Wall. It is the present intention of the Certificate Holder that the Plaque be used to memorialize:

The rights of the parties to this Agreement are subject to the Rules, Policies and Regulations governing the Memorial Wall and the Columbarium, which may hereafter be amended from time to time.

Westminster Presbyterian Church

Certificate Holder

By: _____

By: _____

Title: _____

