



## **RULES, POLICIES AND REGULATIONS GOVERNING THE HIGHLAND PARK PRESBYTERIAN CHURCH COLUMBARIUM**

### **I. PURPOSE**

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The Columbarium of Highland Park 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.

### **II. GOVERNANCE**

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The administration, operation and maintenance of the Columbarium is the ultimate responsibility 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.

### **III. ELIGIBILITY FOR INURNMENT**

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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; children or step-children of the member or former member; the spouses of children or step-children of any member or former member; and 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.

### **IV. FEES**

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The current one-time fee for the right of inurnment in the Columbarium is \$2,000 per niche. This fee includes up to two urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, transportation or other off-premises costs. The fee may be changed in the future by the Committee if approved by the Session. Holders of Certificates (as hereinafter defined) will neither be reimbursed nor assessed additional costs if the fee changes.

The Committee may waive the fees for any part of or all the payment for a niche for anyone otherwise eligible. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivors.



## V. PURCHASE OF NICHES

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To purchase a niche, an eligible person should obtain an Application from the Church office for a Certificate of Right of Inurnment (“Certificate”). The applicant should complete the application, and submit it with payment in full, to the Committee.

A designee of the Committee will contact the applicant to insure that all information is correct and then submit the application to the Committee for final approval. When the applicant is approved, the applicant (now “Certificate Holder”) will be issued a Certificate.

## VI. SELECTION OF NICHES

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When an application has been approved, the Certificate Holder will have the right to select any niche(s) which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche. One urn/person. 1 Plaque with 1 name.

## VII. TITLE AND RETAINED RIGHTS

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The Certificate Holder acquires no property rights in the Columbarium, any of its niches or any of the Church’s property. Legal title to the Columbarium and all niches remains with the Church at all times. The Certificate 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.

## VIII. INURNMENT PROCEDURES

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A. 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.

B. Urns: Each Niche in the Columbarium shall have a capacity to hold two urns. The only urn that may be used for inurning cremains in the Columbarium shall be the urn provided by the Committee and included in the fee charged for each niche. The name of the deceased shall be permanently affixed to the urn. The cremains must be available for placement into the Urn at least forty-eight (48) hours prior to the inurnment service.

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## VIII. INURNMENT PROCEDURES, cont.

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### C. Inscription on Plaques on Niches:

1. *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 plaque.
2. *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)

Only the name of the deceased will be inscribed on each plaque.

3. *Correctness of Inscription:* An inscription order form will be provided by the Committee to be typed or printed in ink, and signed by the person or persons entitled 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 as filled in on the signed inscription order.

## IX. TRANSFER OR ASSIGNMENTS

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A. Right of First Refusal. The Committee retains the right of first refusal to purchase the unused inurnment rights from 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 in Article III of this document, Eligibility for Inurnment, and would be subject to approval by the Committee.

B. Niche Use. No cremains may be inurned in any niche except those for the persons listed on the Certificate for that niche.

## X. SECURITY OF CREMAINS

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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 any military or civil authority, whether damage be direct or collateral.

## XI. TERMINATION OF THE COLUMBARIUM

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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 the Church reasonably determines that it is not feasible to continue the Columbarium, or the Church ceases to exist, the Columbarium may be discontinued. If the Columbarium is discontinued, 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 provided 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 the expense of the person assuming responsibility for the removal.



## **XII. INDEMNITY FROM LIABILITY**

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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 inurned remains. In addition, no individual member of the staff of the Church, no individual member of the Session or member of a 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 any inurned 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.

## **XIII. REMOVAL OF CREMAINS**

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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 the use of other members or persons eligible under the terms and conditions of these Rules, Policies and Regulations.

## **XIV. PERSONAL CONDUCT IN THE COLUMBARIUM AREA**

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

## **XV. CERTIFICATE HOLDER'S OBLIGATION OF NOTIFICATION**

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

## **XVI. PERPETUAL CARE FUND**

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Funds from the sale of niches in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:

1. Routine Maintenance
2. Floral arrangements and seasonal plantings
3. Inscription and installation of engraved plaques on niches following inurnment
4. Insurance as required
5. Future additions, modifications and/or repairs to the Columbarium
6. Other uses at the discretion of the Committee, subject to Session approval



## **XVII. FLOWERS**

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Flowers or plants may be placed in the Columbarium area only as directed by the Committee. The placing of any items, such as toys, signs, wreaths, ornaments or any other article not provided by the Committee shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee and disposed of without notice or liability to the Certificate Holder.

## **XVIII. ANNUAL REPORT**

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

## **XIX. EXCEPTIONS TO AND AMENDMENT OF RULES, POLICIES AND REGULATIONS**

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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 at its June meeting, 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 or all of the rules and requirements of these 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.