



**First United Methodist Church Richardson**  
**503 North Central Expressway**  
**Richardson, TX 75080**

## **Columbarium Rules and Regulations of First United Methodist Church Richardson**

**(Last Updated April 2014)**

### **1. PURPOSE**

To establish a Columbarium on the grounds of the Church to provide a place for the Cremated Remains of deceased Church members and other Eligible Persons.

### **2. GOVERNANCE**

A. *The Committee.* The Committee administers, operates and maintains the Columbarium under a delegation of authority from the Trustees.

B. *Committee Membership and Appointment.* The Committee shall consist of six persons, four of whom shall be lay members of the Church (the "**Lay Members**"), one shall be a staff Minister and one shall be the Director of Operations. The Director of Finance shall be an Ad Hoc member of the committee and attend meetings when required.

1. The Lay Members shall be nominated by the Board of Trustees. Lay Members shall serve two year terms; provided, however, two of the initial Lay Members shall serve only a one year term. The four lay members shall serve in pairs with offset 2 year terms. The Trustee's appointments of the Lay Members shall be approved and confirmed prior to December 31 of each year. Any Lay Member may serve two successive two year terms and may not be reappointed to serve again until having been off the Committee for at least one year. The initial terms of the Lay Members that are less than two years shall not be considered in applying this rule. The Lay Members serve at the pleasure of the Trustees.
2. The staff Minister member shall be appointed by the Senior Pastor from time to time as the Pastor deems appropriate.

C. *Committee Functions and Duties.* The Committee shall have authority to:

1. Elect a Chairman, Vice Chairman and Secretary/Treasurer for the committee.
2. Subject to approval by the Trustees, adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special meetings, the establishment of a quorum and the procedures by which votes are taken or decisions are made. In the absence of the adoption of any such internal rules and operating procedures, the quorum shall be a majority of the Committee Members, and actions shall be taken upon a majority vote of the Committee Members in attendance.



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3. Subject to approval by the Trustees and consistent with these Rules and Regulations, establish policies for the sale of Rights of Inurnment, and adopt and utilize contracts, forms and other documents necessary for or incidental to such sales and Inurnment.
4. Generally administer, operate and maintain the Columbarium consistent with these Rules and Regulations and the physical plans submitted to and approved by the Trustees. The Committee shall be accountable to the Trustees in all matters.

D. *Director of Finance Functions and Duties.* The Director of Finance is responsible for:

1. Receiving proceeds from the sales of Rights of Inurnment and making disbursements or expenditures as the Committee deems necessary for the proper administration, operation and maintenance of the Columbarium, subject to accounting for such financial transactions to the Trustees upon request, but in any event, not less than once a year. The Director of Finance shall also establish and maintain in the Church's name such account or accounts with financial institutions as the Director of Finance deems necessary in which to deposit receipts related to the Columbarium, including the proceeds from the sale of the Rights of Inurnment, and from which to make the disbursements or expenditures related to the Columbarium.
2. Preparing an annual report for submittal to the Trustees detailing the finances of the Columbarium, including itemized sales and expenses for the year.
3. Maintaining all records of the sale, ownership, Inurnment, contact information of Holder and locations of available Niches, and as otherwise required by Applicable Laws.

### **3. ELIGIBILITY FOR INURNMENT**

Inurnment in the Columbarium shall be limited to the Cremated Remains of any of the following (collectively, the "**Eligible Persons**"): members or past members of the Church, and members of his or her immediate family. Immediate family members include (i) spouse of the member or past member; (ii) parents or step-parents of the member or past member; (iii) children or step-children of the member or past member; and spouses of children or step-children of the member or past member. Any ordained or diaconal minister or former minister of the United Methodist Church and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the Inurnment of non-Eligible Persons may be honored only in the event such persons are recommended by the Committee and approved by the Trustees.

### **4. FEES**

The one-time fee for the Right of Inurnment shall be as stated in the Schedule of Fees. If requested by the Applicant, this fee may be paid over a period of up to 2 years by executing a Promissory Note in favor of the church through the Director of Finance. A Certificate of Inurnment will not be issued until the Promissory Note is paid in full. This fee includes all costs directly associated with Inurnment and perpetual care of the Columbarium. An additional



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fee, as set forth in the Schedule of Fees, shall be charged at the time of Inurnment for inscription of the plaque for the inurnee. Any and all Schedule of Fees may be changed by the Committee if approved by the Trustees. Then current Holders will neither be reimbursed nor assessed additional costs if the Schedule of Fees changes. The Schedule of Fees does not include the cost of cremation, transportation and other off-premises cost.

### 5. PURCHASE OF RIGHT OF INURNMENT

To purchase a Right of Inurnment, the Applicant should obtain a Columbarium packet from the Director of Finance. This packet contains a copy of the Columbarium Brochure, these Rules and Regulations and all then applicable forms (the “**Application**”). The Applicant shall complete all appropriate Application forms and submit them, with payment in full of the amount stated in the Schedule of Fees, to the Director of Finance, which shall deliver the Application to the Committee. The fee covers the right to inurn one or two urns in the assigned niche. A Committee Member will contact the Applicant to insure that all information is correct and then submit the Application to the Committee for approval. The Committee shall make a determination that the Applicant has the right to control the disposition of otherwise Eligible Persons pursuant to Applicable Laws.

### 6. ISSUANCE OF CERTIFICATE AND ASSIGNMENT OF NICHE

If the Application is approved (the “**Approved Applicant**”) by the Committee, the Committee shall cause a Certificate to be issued to the Applicant and the Applicant shall be deemed the holder (the “**Holder**”) of the Certificate and the Assigned Niche(s) based on availability at that time. If more than one Application shall have been approved on the same date, the assignment of the Niche shall be based on the date and time the completed Applications are received. No more Rights of Inurnment will be sold to the Applicant than those necessary to inurn the Cremated Remains of all currently Eligible Persons at time of Application submittal. Verification of Eligible Persons shall be at the discretion of the Committee.

### 7. INURNMENT PROCEDURES

A. **Services.** Only a Minister or an ordained or licensed minister invited by the Pastor shall be authorized to officiate at an Inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor or Minister and the family of the deceased to be inurned.

B. **Urns.** It is the responsibility of the family or other responsible party to pay for and provide urns for Inurnment. The urns must be sized to fit into the Niche, which is 8.25” tall by 8.25” wide by 15” deep. If specifically requested in writing at time of submittal of the Application, the Church will provide an urn for an additional fee as set forth in the Schedule of Fees.

C. **Inscription on Niche Face Plate.**

1. The Face Plate Inscription Fee shall be as set forth in the Schedule of Fees.
2. Uniformity of Inscription: The inscription shall be of uniform size and style as determined by the Committee. The inscription text shall be as defined by the Applicant on the Application.



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3. **Correctness of Inscription:** Arrangements for the inscription, in accordance with the name and dates furnished by the Applicant in the Application, will be made by the Committee. The Committee shall be responsible only for written orders given in person or by certified mail, and shall not be responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the Assigned Niche.

**D. *Inscription on Urn Cover.*** For an additional optional fee as set forth in the Schedule of Fees, an Urn Cover Plate may be purchased for urns purchased through the Church. This Cover Plate is permanently affixed to the top of the urn, and may be engraved with words, graphics, images or other symbols at the owner's discretion. The content is limited by the capabilities and resolution of the engraving process and by the size of the urn cover, approximately 5 ¼" x 5 ¼". Contact the Columbarium Committee for further details.

**E. *Niche Use.*** No Cremated Remains may be inurned in any Assigned Niche except those of persons listed on the Certificate for that Assigned Niche. The Application shall be accompanied by a certificate or other document action from the applicable Crematoria attesting to the person's identity and other information as may be required by the Committee to determine compliance with these Rules and Regulations and Applicable Laws.

**F. *Access to the Urns.*** The Holder is allowed 2 accesses into the Assigned Niche per year, to include opening and closing of the niche by a staff member. This in no way limits the number of visits to the Columbarium grounds and the Niches themselves. A request for each access must be conveyed to the Committee by submitting a Request for Niche Access form 7 or more days before the desired access. The Holder will be charged a fee, set forth in the Schedule of Fees, for each access, to cover administrative and ministerial time. Urns may not be removed from their assigned niche once they are inurned.

Access to the Columbarium grounds is through a security gate controlled by the Access Control System for the entire campus. Families of people who have been inurned will be given an access control device. Visitors wishing to enter the Columbarium grounds are advised to contact the church office to coordinate access.

## **8. FLOWERS, ORNAMENTS AND DECORATIONS**

Placement of flowers, mementos, personal memorials or other ornamentation in the Columbarium and its gardens is prohibited except during inurnment services, unless otherwise approved by the Committee and Board of Trustees.

## **9. HOLDER'S OBLIGATION OF NOTIFICATION**

The Holder has an obligation to keep the Director of Finance notified concerning his or her current address and phone number, ownership changes and any other related information. The failure to furnish such current information from time to time may result in the abandonment by the Holder of the Right to Inurnment and/or the Assigned Niche, as herein provided.



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### 10. PERPETUAL CARE FUND

Funds from the sale of Rights of Inurnment in excess of initial costs and associated expenses shall be maintained by the Church as a perpetual care fund for the upkeep of the Columbarium and other gardens of the Church.

### 11. SURRENDER, REMOVAL, ABANDONMENT OR REVERSION

A. *Surrender of Certificates.* The Holder may elect to surrender the Certificate if no Cremated Remains have ever been inurned in the Assigned Niche. In this case, the Holder must fill out the Termination of Right of Inurnment form attached hereto and deliver same to the Director of Finance. The Director of Finance will refund 75% of the original purchase price of the Certificate to the Holder within 30 days after receipt of the Termination of Right of Inurnment form and other verification as may be required, as determined by the Committee. The holder of the Right of Inurnment cannot sell the right to a third party.

B. *Removal.* Cremated Remains remain the property of the family or estate of the deceased. If Cremated Remains from one or both persons listed on the Certificate have been inurned in their Assigned Niche and the survivors wish to remove all the Cremated Remains, rights to the Assigned Niche will revert to the Church, with no compensation due to the Holder or Holder's estate. The action to remove Cremated Remains shall be communicated to the Committee by Holder submitting a Termination of the Right of Inurnment form.

C. *Abandonment.* If after 25 years from date of the Inurnment Certificate, no Cremated Remains have been inurned in an Assigned Niche specified on a Certificate, and the Holder of such Certificate cannot be located after good faith efforts are made by the Committee to locate the Holder, the Right to Inurnment and the Certificate evidencing same shall be deemed null and void and of no further force and effect and the Assigned Niche shall revert back to the Church. Good faith effort shall consist of one or more combinations of contact by phone call, email or U.S. mail.

D. *Reversion.* If the Cremated Remains of an Eligible Person are not inurned in an Assigned Niche within 6 months of the Eligible Person's date of death, the Right to Inurnment of such Eligible Person and the Assigned Niche shall automatically revert to the Church unless otherwise granted by the Committee. The Committee shall make a good faith effort to notify the appropriate family member(s) or personal representative of such deceased Eligible Person and/or Holder prior to the expiration of the 6 month time limitation. However, upon the expiration of the 6 month period, all rights in and to the Assigned Niche formerly held by the deceased shall revert to the Church, with no requirement for a reimbursement of any of the Fees. Thereafter, the Church may redesignate the Assigned Niche for another Eligible Person.

### 12. TITLE AND RETAINED RIGHTS

Notwithstanding any provision herein to the contrary, the Holder acquires no property rights in the Columbarium, any of its Niches or any other property of the Church. Legal title to the Columbarium, all Assigned Niches and all other Niches remain with the Church at all times. The Certificate attests only to the right to inurn the Cremated Remains of the Eligible Persons named on the Certificate in the Assigned Niche. Assignment of Cremated Remains to a



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specific Assigned Niche shall constitute only a license to use such Assigned Niche pursuant to these Rules and Regulations. In the event of a discrepancy between the Certificate and the administrative records maintained by the Director of Finance, the latter shall take priority and preference.

### **13. REMOVAL OF CREMATED REMAINS BY THE CHURCH**

Cremated Remains in any Assigned Niche may not be removed from the Columbarium without the prior written consent of (a) the Committee and (b) the Holder; provided, however, in the event that the Columbarium requires repairs as determined by the Trustees, the temporary removal by the Committee of any Cremated Remains in any Assigned Niche until those repairs are completed, as determined by the Trustees, shall be permitted without the requirement of the prior consent of the Holder.

### **14. SECURITY OF CREMATED REMAINS**

The Church shall not willfully take any action nor willfully fail to do any act that would result in the loss, destruction, or desecration of any Cremated Remains in the Assigned Niches. The Holder assumes the risk of the loss, destruction or desecration of the Cremated Remains in the Assigned Niches from any and all other causes, and the Holder shall indemnify the Indemnified Parties pursuant to the terms of the Indemnification.

### **15. TERMINATION OF THE COLUMBARIUM**

The Right of Inurnment will continue as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement Columbarium will not be furnished at the new site, the Right of Inurnment and Certificate will automatically terminate and be of no further force or effect. In such event, a Committee Member will notify the Holder that the Holder must remove the Cremated Remains from the Assigned Niche by a specified date. If the Holder fails to remove the Cremated Remains by the specified date, or if the Holder cannot be located due to the failure of the Holder to notify the Director of Finance of the current or forwarding address and/or phone number, then within a reasonable period of time thereafter, but not to exceed 60 days, the Committee shall have the right to relocate the Cremated Remains in the Assigned Niche as the Committee deems necessary and proper in its sole discretion. No refund of any of the Fees will be made as a result of such termination.

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

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a United Methodist Church. The Trustees, Ministers and/or the Committee are empowered to enforce these Rules and Regulations and to exclude from the Columbarium area any person(s) violating these Rules and Regulations.



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## **17. PROTECTION AGAINST LOSS**

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Trustees deem appropriate; however, there is no obligation upon the Church, the Trustees or the Committee to provide any insurance for the benefit of the Holders.

## **18. LIMITED LIABILITY**

Notwithstanding any provision of these Rules and Regulations or any other forms or documents in connection herewith, neither the Church, the Committee, the Trustees, the Pastor, the Ministers nor any other staff, agents and/or employees of the Church (collectively, the "**Parties**") shall be liable for carrying out the written directions of the decedent of an Eligible Person or the directions of any person who represents that such person is entitled to control the disposition of the decedent's remains. The Parties shall be entitled to rely upon any written representation stating the Applicant, the Holder or other third party has the authority to control the disposition of the Cremated Remains of an Eligible Person. The Parties shall not be liable for any claim for damages arising in connection with the use and operation of the Columbarium or from any other cause except from gross negligence or willful misconduct of any of the Parties. In any event, the amount of damages recoverable by any person or entity bringing any such action against any of the Parties shall be limited to the total amount of the Fees paid to the Church for the Certificate and/or Assigned Niche at issue. It is agreed this limitation on damages would be difficult to ascertain and that the amount of the Fees is deemed a reasonable compensation in the event such damages are awarded by a court of competent jurisdiction. In no event shall the Parties be liable for indirect, special or consequential damages or punitive damages.

## **19. AMENDMENT OR WAIVER OF OPERATING RULES**

The Trustees may, at any time, amend, repeal, suspend, or waive any or all of these Rules and Regulations. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Trustees, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter. Requests for exceptions or special consideration to any of the foregoing statements will be considered by, and at the sole discretion of, the Committee.

## **20. APPROVALS AND CONSENTS**

In any instance hereunder where approval, consent or the exercise of discretion is required, the granting or denial of such approval or consent and the exercise of such discretion shall be within the sole discretion of the Committee and/or the Trustees, as applicable. Such approval or consent shall be by majority vote of the Committee and/or the Trustees, as applicable. Approvals or consents shall be recorded in the minutes of the Board of Trustees meeting.

## **21. COMPLIANCE WITH APPLICABLE LAWS**

Each Approved Applicant, by accepting the Certificate, shall automatically be deemed to have agreed to comply with these Rules and Regulations and all Applicable Laws. If a conflict exists between any provision of these Rules and Regulations and Applicable Laws, the more



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restrictive requirement shall prevail. When Applicable Laws do not clearly conflict with these Rules and Regulations, but permits an action that is different than that required by these Rules and Regulations, the provisions of these Rules and Regulations shall prevail.

### 22. GENDER AND NUMBER

Within these Rules and Regulations, any words of any gender shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and words in the plural number shall be construed to include the singular, unless in each instance the context otherwise requires.

### 23. RELIANCE

In any instances in these Rules and Regulations where a determination is to be made by the Committee and/or the Trustees based on a written instrument, then in such instances, the Committee or the Trustees, as applicable, shall have the right to rely on any such instrument, document or signature authorizing or supporting any action taken or proposed to be taken hereunder, or believed by the Committee or Trustees, as applicable, in good faith to be genuine.

### 24. DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meanings set forth below:

“**Applicant**” means any person who makes Application to the Director of Finance to purchase a Right of Inurnment.

“**Applicable Laws**” shall mean the applicable laws of the State of Texas, including the Code.

“**Application**” means as set forth in Section 5 hereof.

“**Approved Applicant**” means as set forth in Section 6 hereof.

“**Assigned Niche**” means the assignment of a specific Niche(s) to the Holder and specified on the Certificate.

“**Certificate**” means a certificate issued by the Committee on behalf of the Church to an Approved Applicant, to evidence ownership of the Right of Inurnment.

“**Church**” means First United Methodist Church Richardson, at 503 North Central Expressway, Richardson, Texas.

“**Code**” means VTCA, Health & Safety Code, Chapter 711, Subtitle C, as amended from time to time.

“**Columbarium**” means a durable, fireproof structure or a room or other space in a durable, fireproof structure, located on the grounds of the Church, containing Niches and used or intended to be used to contain Cremated Remains of Eligible Persons.

“**Columbarium Brochure**” means a brochure or other information published by or on behalf of the Church, from time to time, containing information about the Columbarium.





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“**Committee**” means the Columbarium Committee of the Church.

“**Committee Members**” means as defined in Section 2B hereof.

“**Cremated Remains**” means the human bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.

“**Director of Finance**” means the Office of Finance and the Director of Finance of the Church.

“**Eligible Persons**” means as defined in Section 3 hereof.

“**Fees**” means the total cost of all fees and amounts paid by the Applicant and/or Holder in connection with the Application, the Certificate, the Assigned Niche, the Inurnment of an Eligible Person and any other costs paid to the Church by such Applicant and/or Holder in connection therewith.

“**Holder**” means the owner and holder of a Certificate or the Holder’s heirs or legal representatives.

“**Indemnification**” means the indemnification by the Applicant and Holder, as set forth in the Application.

“**Indemnified Parties**” means as defined in the Indemnification.

“**Inurnment**” means the placement of an urn containing Cremated Remains in a niche.

“**Ministers**” means all ordained ministers on the staff of the Church, from time to time.

“**Niche(s)**” means a space in the Columbarium used or intended to be used for the placement of Cremated Remains in an urn.

“**Pastor**” means the senior pastor of the Church.

“**Right(s) of Inurnment**” means the right granted by the Church to an Approved Applicant, as evidenced by the Certificate, to the exclusive and perpetual use of an Assigned Niche for Inurnment of Cremated Remains of Eligible Persons, subject to termination as set forth herein.

“**Rules and Regulations**” means these Columbarium Rules and Regulations promulgated by the Committee and the Trustees, as may be amended from time to time.

“**Schedule of Fees**” means fees and costs established for the sale of the Rights of Inurnment and all other costs directly associated with the Inurnment and the perpetual care of the Columbarium as established, from time to time, by the Trustees.

“**Trustees**” means the members, from time to time, of the Board of Trustees of the Church.

Capitalized terms used herein, and not otherwise defined, shall have the meaning given to such terms in the Columbarium Rules and Regulations of First United Methodist Church Richardson.