

TRINITY PRESBYTERIAN CHURCH COLUMBARIUM  
FAIRHOPE, ALABAMA  
TERMS AND CONDITIONS

Use of the Trinity Presbyterian Church Columbarium shall be subject to these Terms and Conditions as they may be amended from time to time.

GENERAL

The primary purpose of the columbarium is to hold cremated human remains in a dignified manner on the church premises. The Church shall decide upon the design, location, maintenance and other features of the columbarium, including access, visitation, holding of services, and other matters. The columbarium shall consist of niches for urns for the holding of cremated human remains. The Church's Columbarium Committee, described later, shall administer the columbarium, act on the Church's behalf regarding the columbarium, make decisions with respect to particular reservations and uses, and execute agreements on behalf of the Church.

RESERVING A NICHE

**Eligible Persons.** Niches may be reserved for the cremated remains of the following persons: ministers, former ministers, members, former members and their spouses; children, stepchildren, grandchildren, parents, stepparents, grandparents and siblings of members; and non-members who have had a significant relationship with the Church and who are approved by the Committee.

**Location.** The Church shall maintain a registry of the niches that have already been reserved and those that are available for reservation. Any available niche may be selected when a reservation is made.

**Agreement.** A niche may be reserved by entering into an agreement with the Church; it shall be signed by the person obtaining the reservation and by a representative of the Church. The agreement shall specify the location of the niche by diagram or other designation and the name of the person(s) whose remains will be placed there. The agreement shall incorporate by reference and/or by attachment these Terms and Conditions and shall recite that the reservation fee has been paid in full. The agreement shall specify the person(s) who shall receive notices and communications from the Church, and who may conduct communications with the Church, concerning the reservation, the agreement and the columbarium in general, and shall give the addresses and contact information for such person(s). The designated person (s) shall be the only one(s) authorized to conduct communications with the Church and to receive communications from the Church, and the Church may insist on having communications only with such designated person(s). A designated person may specify a successor to replace him by giving the Church the name and contact information of the successor.

Reservation Fee. The fee for reserving a niche shall be two thousand dollars (\$2,000.00), and it shall be paid to the Church in good funds in one lump sum. The fee is not refundable. It shall cover opening and closing of the niche, the urn, inurnment (defined later), maintenance of the columbarium, preparing and affixing the plaque, and matters of general administration concerning the columbarium. The fee shall not cover cremation, transportation, or the services of any funeral home or director or other outside party.

Non-transferability; Cancellation. Reservations and agreements shall not be transferable without the consent of the Church, and the Church shall not be obligated to give its consent. If a niche has not been used within a year following the death of the person(s) designated in the agreement, the Church may deem the reservation and the agreement to be canceled and may make the niche available for another reservation.

### NICHE CHARACTERISTICS

Each niche shall hold only one urn, and each urn shall hold the remains of only one person.

After inurnment (described later), the niche will be sealed by the Church with an opaque facing that will not allow the urn to be seen. After inurnment, the Church will prepare and affix on the niche a plaque stating the name and dates of birth and death of the deceased person. No other inscriptions and no pictures, drawings, decorations or other items may be placed or depicted on the niche.

The Church may make changes in the niches as it deems desirable, both before and after inurnment.

### INURNMENT

As used in this document, Inurnment means the placement in a columbarium niche of an urn that contains cremated human remains. The Church shall provide the urn, and no other urn or container may be used. The Church shall handle the inurnment. The Church shall not be responsible for verifying that cremation has been properly performed or that the remains have been identified as those of the deceased person named in the agreement. If a service will take place at the time of inurnment, the Pastor must agree to the time, place, manner, participants and other features of the service. Any service should be arranged at least forty-eight hours in advance unless the Pastor agrees otherwise.

No remains or urns or containers may be placed on or buried in the ground. Animal remains and any items other than human remains and the Church-provided urn for the remains shall not be allowed in the columbarium.

### VISITATION, ACCESS, AND REMOVAL

The Church shall have the right to specify the times and manner when family members and visitors may visit or have access to the columbarium and may place reasonable conditions on visitation and access. The Church may deny access, either generally or in a particular

instance, to any person if the Church believes that access will be disruptive or inappropriate in some manner.

The Church shall designate one or more places where natural flowers and plants may be placed for short periods of time around dates or occasions that are significant to the deceased person or the family. Such natural flowers and plants shall not be placed in other locations and shall not be placed in the ground. Artificial flowers and plants shall not be allowed. Items other than natural flowers and plants, including memorabilia, religious symbols and decorations, shall not be allowed. The Church may remove any prohibited items and may remove natural flowers and plants whenever the Church believes removal is appropriate, and the Church shall not have any responsibility to notify anyone of the removal or to hold any of the removed items for retrieval by anyone.

No representative or family member of the deceased, or any other person, shall have the right to remove or require removal of any urn or remains except by court order.

#### MAINTENANCE, CHANGES, RELOCATION, REMOVAL AND RETURN OF REMAINS BY CHURCH

The Church shall have the responsibility, and the sole right, to maintain the columbarium and related property and area. From time to time the Church may make any changes it deems desirable in appearance, arrangement, location, size, esthetics, or any other feature of the columbarium and related property and area. The Church may decide to build a new columbarium which may or may not replace the existing one. In an extreme circumstance, the Church may decide to discontinue its church operations or its columbarium. In such event the Church may either place the remains in another Presbyterian church or another place that is appropriate for cremated remains or may return the remains to the deceased's personal representative, family members or other persons the Church determines to be appropriate.

For any of the foregoing purposes the Church may remove and relocate the urns and remains, and any other part of the columbarium, as the Church determines to be appropriate.

#### MISCELLANEOUS

The Church shall have the right to insist that certain communications be made in writing and to insist that oral communications not be conducted.

The Church shall not be liable for any action or inaction on its part with respect to any aspect of the columbarium. If any error is made by the Church, the Church shall have the right to correct the error in whatever manner it deems fair and appropriate, whether by relocation, physical changes, refund or other action; and the Church shall have no further liability or responsibility on account of the error. The Church is not obligated to carry any type of insurance; and if the Church decides to carry insurance, no party other than the Church shall be entitled to any benefits or proceeds of the insurance.

The Columbarium Committee shall be the Pastor and two elders appointed by the Session of the Church from time to time. Any elder, whether serving on the Session or not, may be a member of the Committee. When one of the appointed elders is unavailable at a particular time, the Pastor may designate another elder to serve temporarily in his absence.

The Committee may make decisions and conduct its internal communications in an informal manner without the necessity of formal meetings or procedures. The Committee is authorized to act on behalf of the Church with respect to all routine matters concerning the columbarium. The Committee is authorized, when all three members act unanimously, to interpret these Terms and Conditions and to waive or make exceptions to these Terms and Conditions if the Committee believes fairness or other considerations so require.

The person(s) signing the agreement with the church, the person named in the agreement (whose remains shall be placed in the niche), and the family members or representatives of such signing person(s) or the deceased shall not have any property right in the columbarium, the niche, or, after inurnment, in the remains or the urn holding the remains.

These Terms and Conditions may be amended by the Church through the Session, and any such amendments shall apply to any pre-existing agreements.

The Church shall not be obligated to question the authority of any person who purports to act in place of the person signing the agreement if the signing person is reported to be deceased, incompetent or unavailable. The Church may deal with such other person if the Church reasonably believes he is an appropriate alternative person under the circumstances. The Church shall not be liable or responsible in any manner for any actions taken or decisions made in connection with dealings with the alternative person.

If any controversy or dispute occurs among persons who purport to act on behalf of the deceased person or the person signing the agreement, or if any other controversy or dispute occurs with respect to a particular deceased person or his niche or remains or any other matter relevant to the columbarium, the Church shall not be obligated to attempt to resolve the controversy or dispute. The Church may decide to disregard certain persons and their communications and to regard one or more persons as being the appropriate representative(s) and may deal with such person(s) accordingly.

No provision of these Terms and Conditions shall be deemed to be waived, and no exception shall be deemed to have been created, unless the waiver or exception is specifically set forth in a document which refers to these Terms and Conditions and specifically describes the waiver or exception. A waiver or exception in one or more instances shall not be grounds for contending that a waiver or exception has occurred, or should occur, in another instance.

[Approved by the Session on November 13, 2014.]