

Columbarium Guidelines

-General Rules, Regulations, and Policies-

Purpose

Asbury United Methodist Church Columbarium is a columbarium located at Asbury United Methodist Church (AUMC). It has been created to provide a space for storing ('inurnment') of cremated remains ('cremains') of deceased church members and other eligible persons. The Asbury Columbarium is owned by the Asbury United Methodist Church.

These regulations are designed to protect the interests of both the individual user and AUMC. Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, AUMC Columbarium. These rules may be changed by agreement of the Trustee Committee (hereafter known as Committee) of AUMC as is deemed necessary. The one time fee for a niche will cover all expenses including urn, inscription and continuous maintenance of the area. Appointments must be made with the Columbarium Coordinator or another appointed church staff member to complete all paper work, make payment and select a niche/stone.

Fee

The cost is \$3,500 per niche. The fee is comprised of \$1,500 of value. The remaining \$2,000 is considered a donation. Niches are 6" X 6". Each niche can hold two urns. Any additional fee increases will occur when AUMC finds it necessary to do so. Once paid, you will not be assessed any additional fees. The Committee shall have the authority to set the price for the purchase of the rights to inurnment. The cost includes inurnment, inscription, an urn and perpetual care of the Garden. It does not include the cost of cremation, transportation or other off-church-premises costs. Heirs must make arrangements for the cremations themselves. Memorial services can be held at AUMC. It is the responsibility of the heirs to make those arrangements with AUMC.

Eligibility For Inurnment

Inurnment in AUMC Columbarium shall be limited to the cremains of any minister or past minister of AUMC, member or past member of AUMC, and members of any of the above immediate family.

Members of immediate family shall include:

1. Spouse of the member or past member;
2. Parents, step-parents, grandparents or step-grandparents of the member or past member;
3. Children or step-children of the member or past member;
4. Spouses of children or step-children of the member or past member; and
5. Grandchildren or step-grandchildren of any member or past member.

AUMC shall have the authority to approve or deny requests for the inurnments of any other relative of a member or past member, on a case-by-case basis.

Applicability

The purchaser (here after known as owner) of the cremation niche agrees to all regulations, restrictions and conditions set forth by AUMC or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by AUMC and its successors.

Governance

The AUMC Columbarium will be governed by the Committee. They will have oversight responsibility. AUMC will handle the administration of the day to day operations of the Columbarium.

Selection Of Niches

Niches shall be assigned in the order that applications are received. The Application shall have a place for the Applicant to designate a preference for an available niche if so desired, at time of purchase. Designated niches will be assigned on a first come first served basis. All inscriptions will be uniform-name, date of birth, date of death. This is in regards to the niches and the memorial stones.

Owners Obligation To Provide Contact Information

The owner of a right of inurnment has an obligation to keep AUMC notified concerning his or her current address and contact information. Neither AUMC, nor the Committee shall bear any liability for any action taken without the consent of an owner of a right of inurnment if the contact information in the inurnment right owner's file is not current.

Purchase of Right of Inurnment

To purchase a right of inurnment, an eligible person should obtain an AUMC Columbarium packet from AUMC office. A packet should contain a copy of these Rules, Policies, and Regulations, a copy of an application, and any other applicable forms. When applicant is approved the new owner of a right of inurnment will be issued an Inurnment Rights Agreement to be executed.

Availability of Rules

Interested parties may review current guidelines, during regular church office hours. A copy of the then current guidelines will be provided to the owner at time inurnment agreement is signed.

Exceptions

Exceptions to these rules must be in writing and approved by the Committee. The specific exception will be made for cogent reasons and shall not exempt the Owner from otherwise unmentioned regulations, rules, conditions or restrictions that may apply.

Subject to Laws

In addition to rules and regulations set forth the Owner agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of AUMC agreements, contracts, rules, policies, restrictions is in violation AUMC shall be given the opportunity to make the appropriate amendment. AUMC reserves the right to amend the specific item or items without affect on other provisions set forth or as may be amended.

Columbarium Management

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of AUMC and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. AUMC may remove any and all improvements at any time, for any reason.

Outside Vendors

The Owner agrees to use materials, products, spaces, agents, parties, and designs approved and controlled by AUMC. AUMC may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the Owner, should that item be provided by an outside source.

Use of Property

Niches or cremation sites are for the sole use of human cremated remains. Other uses of cremation space is prohibited.

Identification of Cremains

AUMC, its employees or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. AUMC acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the church for placement within a cremation space.

Errors

Should cremains be placed in the wrong location AUMC will offer a new location to the Owner or their authorized representative. The Owner or their representative's acceptance of the new space will be the limit of their remedy or redress. AUMC will accept the costs associated with the disinurnment and reinurnment due to their error. Should a previous claim to ownership exist for any space resold in error the subsequent purchaser will be given the option of either a refund for all monies paid or that of another available urn space. If, for any reason, the actual space cannot be opened at the time of need AUMC may provide an alternate space, temporarily, so as not to delay the committal service, without liability to AUMC.

Right of Acceptance

AUMC reserves the right to enter into an agreement with any member and their family member and their family members and friends of the church of record. Exceptions must be approved by the Committee.

Access to Church Grounds

AUMC reserves the right to refuse entrance to anyone on the church grounds, to the columbarium/memorial garden area other than by a property owner or relative of a property owner or to any other person or persons it deems objectionable for any reason. AUMC reserves the right to set hours that the columbarium/memorial garden will be open or available for visiting, or services.

Personal Conduct in the Columbarium

AUMC Columbarium is on the AUMC premises, and all persons in the Columbarium Area are expected to conduct themselves in accordance with customary good decorum as normally observed in a church. Any Minister, staff member or employee of AUMC or member of the Committee is empowered to enforce these Rules, Policies and Regulations and to exclude any person(s) violating these Rules, Policies and Regulations.

Disturbance of Cremains

The cremation space or area intended for the sheltering of the Owner's cremains was the expressed wish of the Owner. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a court order from such a court having authority to demand such a change.

Decorations

The AUMC Columbarium will not be able to accommodate flowers, decorations of any kind, etc. The grounds will be cared for by AUMC staff.

Right to Alter and Use Property

AUMC reserves the right to change the boundaries and make improvements as it sees fit. AUMC reserves the right of ingress and egress as may be necessary.

Urn Requirement

Cremated remains not in approved types of urns will not be accepted. Transference of cremains into an approved type of urn is responsibility of the Owner. Any "outside" urns must be approved by the Trustee Committee.

Limitation of Liability and Security

AUMC and its Committee have taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer and services. By making a purchase, the holder of the right of inurnment, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains.

AUMC will make reasonable precautions to protect the Owner from loss or damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of AUMC shall be limited to no more than the amount of the money paid for any contracted items.

Additions or Amendments

The owner recognizes that additions or amendments to the rules, conditions or restrictions may be deemed necessary by AUMC for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

Dissolution of Church

The Owner acknowledges that AUMC cannot guarantee that it will be able to continue operations of its columbarium indefinitely. If and when the time should arise, for whatever reasons, that the columbarium needs to be relocated, removed, changed or dismantled, that determination will be made at the sole discretion of AMUC. Notification of such actions shall be published in the AUMC newsletter and/or local newspaper at least one month prior to such action. All monies set aside for this contingency shall be under AMUC's control and under no circumstances shall any person or persons be entitled to any refund from AUMC. AUMC shall not be responsible for locating the next-of-kin to inform them of their intended actions. The Owner, their heirs, representatives, assigns, agents, executor or administrator agree to abide by the decision of AUMC, whatever that might be, for all future time.

Verbal Instructions

AUMC is not responsible for any instructions given verbally. Rights of the Owner are provided on forms proscribed by AUMC and executed in an approved manner, by an agent authorized by AUMC. Verbal instructions or oral statements will not bind either party.

Inurnment Hours

Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. AUMC has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Owner.

Authority to Operate

AUMC claims exemption from The Cemetery Act as a religious organization, as proscribed by the State of Oklahoma.

Funeral Service

AUMC expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. AUMC, its employees, representatives or agents make no claim that AUMC provides mortuary services or any other service that may require licensing by the State of Oklahoma or the State Board of

Funeral Directors and Embalmers. AUMC does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other titles which might be construed as to claim any type of regulated position.

Reference to Regulations

Every agreement entered into between AUMC and the Owner will give reference to this document and shall bind the parties to these in their loyalty.

Transfer of Ownership

Transfer of ownership is not permitted, unless otherwise approved/permitted by AUMC.

Use of Cremation Space

Use of niche space for cremains other than the owner must be approved, in writing, by the Committee and must be an eligible person.

Contributions

Any money received by AUMC that is not contingent upon any reservation or use of space or cremation niche package will be termed "contribution".

AUMC Columbarium & Prayer Garden Fund

AUMC reserves the right to establish and control an Asbury Memorial Columbarium & Prayer Garden Fund. All money received will be placed in this fund with the principal and accrued interest made available to AUMC for the purposes, of defraying expenses involved in operating and maintaining, relocating or removing the garden. If the fund exceeds levels that more than cover the operating expenses, then the Committee shall have authority to allocate excessive monies to more appropriate ministries.

Warrants

AUMC makes no guarantees or warrants concerning the durability or the expected life or condition of grounds, facilities or products offered to the Owner. AUMC offers these products and services for the sole purpose of providing a means for Christian burial.

Agents or Representatives

AUMC may elect to appoint individuals to serve them in the operations or administration of the columbarium or the columbarium areas at its sole discretion. The duties and powers of any such representative will be under the strict control of the Committee but only to the scope encompassed by these regulations. The Committee may elect to establish a means of handling emergency, unique or special situations as they may arise without affect on these general regulations.

Use of Funds

Use of funds will be under the express control of AUMC whether the source be from donations, gifts, contributions, fees, memorials, bequests, or any other means.

Insurance

AUMC may carry insurance for its own benefit regarding the Columbarium, as it sees fit; however there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment or his/her heirs, beneficiaries, and legal representatives.