

# Columbarium Garden Application

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Date Approved/Revised: September 26, 2022

**Today's Date** \_\_\_\_\_

## Cost Information:

|                           |                    |
|---------------------------|--------------------|
| Memorial Plaque only      | \$1,000 per person |
| Memorial Plaque and Niche | \$2,000 per person |
| Scattering of Ashes       | no cost            |

## Designee #1 Information

I, the Purchaser, wish to purchase for Designee #1:

Check all that apply:

Memorial Plaque \_\_\_\_\_ Niche \_\_\_\_\_ Scattering of Ashes \_\_\_\_\_

Name and Date(s) as it should appear on the Memorial Plaque (please print)

\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Death: \_\_\_\_\_

## Designee #2 Information

I, the Purchaser, wish to purchase for Designee #2:

Memorial Plaque \_\_\_\_\_ Niche \_\_\_\_\_ Scattering of Ashes \_\_\_\_\_

Name and Date(s) as it should appear on the Memorial Plaque (please print)

\_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Death: \_\_\_\_\_

**Urn Placement and Relocation:**

If you wish to have the urn(s) placed near a spouse or unmarried child, please specify below. Relocation of **previously** interred urn(s) will require payment of an additional \$500 per urn (subject to availability).

Yes, place the Designee'(s) urn(s) near the following spouse or unmarried child:

\_\_\_\_\_

**Memorial Plaque Placement and Relocation:**

If you wish to have the plaque(s) placed near a spouse or family member, please specify below. Relocation of **previously** mounted plaques will require payment of an additional \$500 per plaque (subject to availability).

Yes, place the Designee'(s) plaque(s) near the following spouse or family members:

\_\_\_\_\_

Enclosed is a check for \$\_\_\_\_\_, which is to cover the expenses for the following:

- \_\_\_ Memorial Plaque(s), at \$1,000 per person
- \_\_\_ Memorial Plaque(s) and Niche(s), at \$2,000 per person
- \_\_\_ Urn Relocation, at \$500 per urn
- \_\_\_ Memorial Plaque Relocation, at \$500 per plaque

**Authorized Contact Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address to which the Columbarium Certificate(s) should be mailed:

\_\_\_\_\_  
Street City State Zip

The signature below affirms that I, the Purchaser, have read the Columbarium Garden Terms and Conditions Agreement, and the information provided is accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Columbarium Garden Terms and Conditions Agreement

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Date Approved/Revised:

## Preface

The purpose of the Columbarium Garden is to provide for the permanent preservation of the cremains of the Designee on the church property (church members, their immediate family, and others by decision of the Session). It is intended to be a sacred place where we may honor the memory of those recognized there.

All Terms and Conditions ("Agreement") apply to and are binding upon the Purchaser and any such person acting on the Designee's or Purchaser's behalf.

The Agreement between Myers Park Presbyterian Church (MPPC) ("Church") and the Purchaser relating to the Columbarium Garden are as follows:

## Control of Columbarium

- Custody and control of the Columbarium Garden, the niches therein, and all matters relating to them are vested in all respects in the Church. The Columbarium Garden is under the oversight of the Columbarium Garden Committee, which is part of the Facilities Committee of the Session.
- All property rights of any kind in or to the Columbarium Garden or any memorial plaque or niche therein remain, in all respects, in the Church.
- It is the Church's intention to exercise reasonable care in the maintenance of the Columbarium Garden.
- The Church maintains the right to add, remove, or amend all rules and regulations governing the use and maintenance of the Columbarium.
- The Church has the right and sole discretion to discontinue the use of any part or all of the Columbarium Garden or to change the Columbarium Garden's location, as it deems appropriate.

## **Physical Requirements**

- All cremains must be in a container, of which the type, size, and shape are subject to the absolute control of the Church. The urn should be no larger than 7"x 5.5" x 5.5".
- No identifying markers of any type are permitted in the Columbarium Garden except for the memorial plaque approved and provided by the Church as part of this Agreement.
- No flowers, plants, or decorations of any type are permitted in the Columbarium Garden at any time other than by the Church. Items left will be removed at the discretion of the Church.

## **Securing a Niche or Memorial Plaque**

- Arrangements for interment by placement in a niche or by scattering of ashes can be made through a MPPC pastor or the Operations Office at any time.
- Purchaser's payment related to the interment of cremains is for the next available niche in the Columbarium Garden, at the time of interment as determined by the Operations Office. Niches are not available for reservation at a specific location. Cremains of spouses and unmarried children may be relocated and placed next to each other. Notification of urn relocation should be indicated on the Application. Memorial plaques of family members may be relocated and placed next to each other. Notification of memorial plaque relocation should be indicated on the Application.
- Purchaser's payment related to the memorial plaque(s) (plaques or grouping of plaques) allows for selecting and reserving a specific location for placement on the Columbarium Garden wall. Placement is subject to other reservations and availability. There is an additional fee to relocate plaques.
- Purchaser's payment relates to the interment of the Designee listed on the Application only. No right to inter cremains of any other individual is conveyed without the advance written consent of the Columbarium Garden Committee. No sale or other transfer of purchase may occur at will, intestate, succession, gift, or otherwise, except upon approval of the Columbarium Garden Committee. The Church will allow a Purchaser to receive a refund for 90% of the original purchase price by making a written request to the Operations Office.
- Purchaser's payment is due upon submission of the Application.

- If the Designee dies and payment is still due, failure to make arrangements for payment in full prior to interment terminates all rights granted to the Designee under this Agreement.

### **Termination of Agreement**

- If the Designee transfers their membership from Myers Park Presbyterian Church, the Columbarium Garden Committee will review the status of the Agreement and make a decision as to the termination of the Agreement at the end of the tenth year following the date of membership transfer. Six months after notice and upon termination of the Agreement, 90% of the purchase price will be refunded to the Purchaser.
- In the event of no interment occurring within ten years after the death of the Designee, upon written notice to the family, the Columbarium Garden Committee may terminate the Agreement six months after notice unless an immediate family member or family representative has advised the Columbarium Garden Committee in writing of the intention to have the cremains interred. Upon termination of the Agreement, 90% of the purchase price will be refunded to the Purchaser.
- If a memorial plaque space or niche is not used after 20 years from the date of purchase and the Columbarium Garden Committee is unable to locate the Purchaser or an immediate family member of the Designee, the Church has the right to terminate the Agreement. After termination, no refund will be issued to the Purchaser.

### **Other**

- Under the authority of the Session's Facilities Committee, the Columbarium Garden Committee is solely responsible for the operation and management of the Columbarium Garden.
- Any amendments to the Terms and Conditions Agreement of the Columbarium Garden must be made by the Columbarium Garden Committee and approved by the Facilities Committee and Session.
- Columbarium Garden Committee is comprised of three members from the congregation (3), one of whom serves as chair, and the Facilities Committee chair. Staff representatives to the Committee are the Operations Director (1) and a MPPC pastor (1). Congregation members serve a three-year term and will be eligible to serve again after being off the committee for at least one (1) year.

# Columbarium Garden Operating Procedures

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Date Approved/Revised:

## **Inquiry**

When a member inquires about the purchasing of a memorial plaque or niche, a Myers Park Presbyterian Church (MPPC) pastor or member of the Operations Office staff contacts the member to meet with them or send them the Columbarium Garden Information Package, which includes:

- Columbarium Garden Application
- Columbarium Garden Terms and Conditions Agreement

## **Sale of a Niche**

When a member decides to purchase a memorial plaque and/or niche, the following steps will be completed:

- Receive completed Columbarium Garden Application
- Receive payment in full
- A copy of the completed Columbarium Garden Application will be kept in the office of the Operations Director, who will be responsible for the Columbarium Garden Master Layout and all other records related to the use of the Columbarium Garden.
- The Operations Director and Moderator of Session issue a Certificate of Purchase upon completing the above steps.

## **Interment**

When a death of a member wishing to be interred in the Columbarium Garden occurs, these steps should be followed:

- Review the Columbarium Garden Application, which ensures the Designee has the right to be interred per the Columbarium Terms and Conditions Agreement.
- MPPC pastor will inform the Operations Office of the date of the funeral service or committal service to coordinate the interment process.
- The member is interred in the first available niche in the Columbarium wall. If a previous Application or new Application states so, the urn(s) of the Designee's previously interred spouse or unmarried child may be

relocated next to the Designee (subject to niche availability; relocation fees may apply).

- Only an ordained MPPC pastor, an ordained pastor invited by a MPPC pastor, or a family member under the supervision of the officiating pastor is authorized to place the cremains of any person in a Columbarium Garden niche or perform any scattering.