

## POLICY & REGULATIONS FOR The Columbarium

### ◆ PURCHASE PRICE

A niche in the Columbarium will be priced at \$1,050 for members of Living God Lutheran Church. Non-members may purchase a niche for \$1,250. The purchase price includes the inurnment right, nameplate and engraving, and the upkeep of the columbarium. Opening and closing of the niche at the time of inurnment may involve an additional charge. The Columbarium Committee may change the purchase fee at any time with the approval of the church Congregation Council.

### ◆ INURNMENT

Living God Lutheran Church, through its pastor, shall arrange with the family of the deceased for the inurnment of the cremated remains and a committal service. Committal without benefit of clergy shall not be permitted.

### ◆ LIMITS OF LIABILITY

Living God Lutheran Church shall exercise reasonable care in maintaining the Columbarium. However, the church will have no liability for any loss or damage to the Columbarium, the niches, or the cremated remains, as a result of any human act or act of nature. No personal liability, whatsoever, shall be incurred by any person acting on behalf of the church concerning the Columbarium.

### ◆ CONTAINERS

Ashes to be interred may be placed in a bronze sheet metal urn available from the church at the current cost of \$35. The person or persons handling the inurning arrangement may also furnish containers. Containers must not exceed allowable space in the niche. Interior measurements at the front at 10.5 inches wide, 10 3/8 inches high 11.5 inches deep tapering to a rear width of 5 7/8 inches. If it is planned to place two urns in the niche, then each urn must not exceed one-half the allowable space.

### ◆ DISCRETIONARY NICHES

The church may reserve at its discretion niches for the use of deceased church members or others whose circumstances preclude the purchase of a niche. The decision concerning the use of these niches shall rest with the pastor with the knowledge of the Columbarium Committee.

### ◆ TITLE AND RIGHTS RETAINED BY THE CHURCH

Purchase of a niche is the purchase of the right of inurnment in the Columbarium. The purchaser acquires no property rights in the Columbarium and its niches and agrees the said items and areas are at all times under the sole ownership and control of Living God Lutheran Church. The rights to place in a Columbarium niche the cremated remains of an eligible person, as long as the Columbarium shall be maintained, is based on the following terms:

1. *The purchaser shall receive a certificate signed by the church official attesting to his/his ownership of the right to use a niche for the inurnment of cremated remains. This certificate shall be issued after the purchase price has been paid.*
2. *The right to use a designated niche may not be sold. The Columbarium Committee and pastor may make transfer, bequest, or change of the right upon written request and approval. Such changes shall become effective when reported to the Congregation Council of Living God Lutheran Church and registered with the Church. Any approved transferee shall have all the rights of the original purchaser and shall be bound by all the terms and conditions to which the original purchaser was subject.*
3. *Cremated remains may be removed from a columbarium niche only with written approval of the pastor and the Columbarium Committee.*

4. *Niche location shall be determined and designated by the Columbarium Committee. However, an effort shall be made by the Committee to place family niches in proximity. The standard practice shall be to assign a niche location at the time of full payment.*
5. *There shall be no flowers, flags or other decorations allowed on the Columbarium. The only exception will be the day of inurnment when one basket of flowers shall be allowed. Loved ones may more appropriately be remembered with memorial gifts of flowers or bulletins at Sunday worship.*
6. *A death certificate must accompany the cremains when they are presented to committal.*

◆ **SURRENDER OF RIGHT TO INURN**

The right to inurn in the Columbarium may be surrendered with no refunds of money except as determined by the Columbarium Committee with approval of Congregation Council. If surrender is due to a necessity with the permission of the Columbarium Committee and the pastor, one-half of the purchase price may be refunded. The right to inurn, unless earlier terminated, shall automatically expire seventy-five (75) years after its issuance if inurnment has not been made, or if proof has been received that the designees have been interred or buried elsewhere, and such a right thereafter shall be of no force or effect. However upon application duly made to the Columbarium Committee or for good cause shown, such right be continued in effect. Just prior to the automatic expiration as indicated herein above, the Committee shall attempt to provide notice by all reasonable methods to persons having the right of inurnment.

◆ **RECONFIGURATION OF THE COLUMBARIUM**

The church reserves the right to enlarge, remodel, or relocate the Columbarium. In the event any niche is affected by such action, the church will substitute and the Columbarium Committee shall designate another niche of substantially like size and character. The purchaser shall retain the same right as originally held. In the event the Columbarium hall be discontinued and demolished, the church shall notify the kin of all inurned giving them the right to remove the cremated remains at their expense.

***All of the above rules & regulations have been read by me. I understand that my signature indicates my agreement to comply with these rules & regulations.***

PURCHASER SIGNATURE: \_\_\_\_\_

PASTOR OR CHURCH OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_