

# Oak Grove Presbyterian Church

## Columbarium and Memorial Wall

### Guidelines

October 1, 2020

#### Section I - Establishment and Administration

- A. Establishment: The name of this Area is "Oak Grove Presbyterian Church Columbarium and Memorial Wall". This Area is owned by the Church, and will be operated and maintained subject to the approval of the Church.
- B. Purpose: The Area reflects a tradition in the Christian Church of interring the remains of its members within the Church property. Today, this Area visibly proclaims the Church's mission to be a caring community and reflects the life journey of its members.
- C. Administration: Custody and control of this Area and the Niches, its design, landscaping and all matters relating to its operation are vested in the Church. The Church Columbarium Sub-Committee is delegated the authority to manage, subject to the direction and control of the Session, the operating and maintenance of the Area. Authority to enter into Inurnment Agreements and daily administration of the Area shall be vested in the Church's appointed Representative.
- D. Records and Operation: The Church shall:
  - 1. Execute Inurnment Agreements and oversee the receipt and use of the Area funds.
  - 2. Maintain all files and records for the Area, including the identity and location of Grantees.
  - 3. Maintain the Area, including the architecture and landscaping, and supervise all service providers, such as water irrigation, gardening and lawn service to prevent damage to the Area.

#### Section II – Definitions

For Purposes of the Guidelines, the following definitions will apply:

**Ashes:** The cremated remains of a human body (also "cremains")

**Church:** Oak Grove Presbyterian Church, 2200 West Old Shakopee Road, Bloomington, Mn 55431, including its Congregation and Clergy. Unless otherwise indicated, the person authorized to sign documents or to act on behalf of the Church shall be the Church's Representative.

**Church's Representative:** The Business Administrator of the Church or such other person (s) as may be designated to act on behalf of the Church with respect to matters involving the Area.

**Columbarium:** The constructed storage facility within the Area, comprised of individual Niches in which Ashes are placed in urns.

**Eligible Person:** The following persons are Eligible for Inurnment in the Area:

- 1. Members of the Church
- 2. Their Current or prior spouse

3. Their children (natural or adopted)
4. Their parents
5. Current or former Pastors of the Church and their spouses
6. Other "friends" of the Church as determined by the Pastor or Columbarium Sub-Committee

**Grantee:** An Eligible Person who acquires a right to use a Niche in the Columbarium by entering into an Inurnment Agreement with Church. The Church shall have the authority to determine which person shall be entitled to act as the Grantee.

**Inscription:** The Inscription or engraving of the name and birth and death years of an Eligible Person, whether Inured in a Niche or listed on a Memorial Wall designated.

**Inurn or Inurnment:** The placing of Ashes in an urn into a Niche pursuant to the terms of the Inurnment Agreement.

**Inurnment Agreement:** The agreement between a Grantee and the Church by which a Grantee acquires the sole and limited right to use a Niche in the Area for the Inurnment of Ashes of the Grantee or Designated Person.

**Memorial Wall:** A wall or other monument in the Area designed for the purpose of inscribing the names and birth and death years of Eligible Persons Inurned in the Area or interred elsewhere.

**Niche:** An 8"x8" individual unit of the Columbarium designed to hold the Ashes of one or two persons.

**Rules:** These Rules and Procedures for the Columbarium as adopted by the Church, and as may be amended from time to time at the discretion of the Church.

### **Section III – Guidelines and Procedures**

**Applicability:** These Guidelines constitute the terms and conditions governing the long-term design, operation, and maintenance of the Area, and shall be incorporated by reference into all Inurnment Agreements. In entering an Inurnment Agreement, the Grantee shall agree to abide by these Guidelines as amended, and any other regulations, restrictions, and conditions as may be set forth by the Church, and agrees that they are legally enforceable. A copy of the current Guidelines and Procedures will remain in the Church office and may be viewed at any time during regular Church office hours.

**Eligibility and Right of Use:** An Inurnment Agreement must be executed in order to use a Niche in the Area. Inurnment is limited to Eligible Persons; provided, however, on an exemption basis, non-Eligible persons may use Niches in the Area when specifically authorized by the Church Representative.

**Right of Refusal:** The Church reserves the right to refuse to enter into an Inurnment Agreement with any person or persons, for any reason.

**Inurnment Service Required:** A religious service shall be held in connection with each Inurnment. A Church Pastor shall conduct the service and be present at the Inurnment, except that, at the discretion of the Church's Representative, supervision of the Service and Inurnment may be designated to another clergy, but a representative of the Church shall in any case be present.

**Time of Inurnment:** Inurnments or other services will be made when reasonably feasible to do so after the Church has received adequate notice from a Grantee or Grantee's heirs or personal representative. In the event the Area is under construction or undergoing maintenance or remodeling, Inurnment shall

not occur until the required construction is complete and accepted by the Church. If for any reason, the actual Niche cannot be opened or made available at the time of need, the Church may temporarily, without liability to the Church, provide an alternative space, so as not to delay the Inurnment service. The Church has the right to refuse Inurnment of Ashes when it is impractical to do so and may suggest an alternative time or day. Acceptance of a different time or day than originally requested will be the only remedy of the Grantee.

**Ashes:** Only cremated human remains may be Inurned in Niches with the Area. No valuables shall be placed in an Urn or Niche. Other use of a Niche is prohibited. Urn's must be within the proper parameters in order to fit into the Niche.

**Disturbance of Ashes:** The Niche specified in the relevant Inurnment Agreement constitutes the express wish of the Grantee. The Church may, but shall have no obligation to, allow changes to Niche locations or allow Ashes to be permanently removed from a Niche.

**Access to Church Grounds:** The Church reserves the right to limit access or to restrict ingress and egress to the Area, as it deems necessary. Disturbances on or near the Area, inconsiderate behavior, and other actions deemed by the Church in its sole discretion to be unacceptable will not be permitted. The Church reserves the right to limit access and to set the hours that the Area will be open or available for visiting or services.

**Decorations:** No flowers, plants or other decorations shall be placed in the Area, except those placed or authorized by the Church. Flowers may be placed next to a Niche at the time of Inurnment and for up to three (3) days thereafter. The use of fraternal seals, professional designations or similar inscriptions is expressly prohibited. The Church may remove and dispose of any unauthorized items found in the Area.

**Alterations and Improvements:** The Church reserves the right to alter the Area design, to change the size or boundaries of the Area, and to make improvements as it sees fit. All improvements of any kind of the Area or any type of work including, but not limited to, opening and sealing of Niches, installation or removal of memorialization's, Inurnments or dis-inurnments improvements or alterations, plantings or landscape care as well as the use of materials, equipment, devices, outside agents or products, shall be under the exclusive control of the authority of the Church.

**Termination or Relocation of the Area:** The Church cannot guarantee that it will be able to continue operation of the Area forever. The Church reserves the right, for whatever reasons, to relocate or dismantle the Area. Such determination will be made at the sole discretion of the Church Session. In such an unlikely event, the Church shall give prior Notice of the intended action. For Ashes already inurned in a Niche, the Grantee shall have the right to remove the Ashes from the Columbarium to relocate them to a different place of his or her choosing. Such removal and relocation shall occur, if at all, within forty-five (45) days of the date of Notice by the Church. If the Church is unable to locate a Grantee or Personal Representative of the person (s) inurned by reason of giving Notice, the Church reserves the right to remove and re-inurn Ashes, at its cost, in alternative location in a legal or Christian manner. Under no circumstances shall any person or persons be entitled to any refund from the Church. Beyond providing the Notice above, the Church shall not be responsible for locating the Personal Representative, heirs, or next-of-kin of a Grantee to inform them of its intended action. The Grantee agrees to abide by the decision of the Church for all future time.

**Verbal Instructions:** The Church is not responsible for any instructions given verbally. Rights of the Grantee are established and defined by the Inurnment Agreement, these Guidelines, and by any other form proscribed by the Church and mutually executed by the Grantee and the Church's Representative.

**Warranties:** The Church makes no warranties, express or implied, concerning the durability or expected life or condition of grounds, facilities, or products offered to Grantee.

#### **Section IV – Inurnment Agreement**

- A. Procedure for Application and Purchase of use of Niches:
1. Eligible Persons desiring to purchase the right to use a Niche in the Area will submit a written application, in the form specified by the Church, entitled "Inurnment Agreement." The form will include all information necessary for the Church's Representative to act on the request.
  2. Upon verification of the applicant's information and Eligibility, the Church's Representative is authorized to sign the Inurnment Agreement on behalf of the Church. The inurnment Agreement shall not be binding until executed by the Church and payment received by the Grantee. All other authority to approve or sign contracts remains with the Church Session.
  3. Upon execution of the Inurnment Agreement by the Church's Representative and receipt by the Church of payment in full cost for the Niche in effect at the time of execution, the designated Niche will be reserved for the Grantee.
  4. The Inurnment Agreement shall be executed with the original filed with Church and a duplicate copy delivered to the Grantee.
  5. The Inurnment Agreement and Grantee's rights therein may not be assigned, transferred or inherited, without the written consent of the Church and shall be subject to the claims of creditors.
- B. No Real Property Right: The Inurnment Agreement is only a license to use the designated Niche in the Area. No real property right or interest is created or transferred to Grantee by the Inurnment Agreement, or by these Guidelines.
- C. Change in Designated Persons: During the named-Grantee's lifetime, the Grantee may from time to time change the list of Designated Persons by written amendment to the Inurnment Agreement signed by the Church and the named Grantee. The right to change the list of Designated Persons terminates upon the death of the Grantee.
- D. Payment: Payment to the Church, through the Church's Representative for the use of a Niche in the Area shall be in full and in such amount and in such a manner as may be determined from time to time by the Church. The Grantee's payment for use of a Niche in the Area is made without any reservations, conditions, or restrictions and the monies may be used for any lawful purpose deemed proper by the Church Session.
- E. Limitation of Liability: It is the intention of the Church to exercise reasonable and ongoing care to maintain the Area. However, neither the Church nor any person acting for the Church shall have any liability or responsibility for the preservation or loss of, or damage to the Area, any

Inscription, or the Ashes of any person Inurned in the Area from any cause. In the event of any such loss or damage Church may, at its sole option and discretion, refund the original purchase price. Grantee or Purchaser, its representatives, administration, executors, heirs, permitted purchasers transferees, assigns and successors, shall have no other rights or remedies in law or equity, including, but not limited to, direct, indirect or consequential damages, including any and all damages which might otherwise be available in contract or in tort.

**F. Termination of Inurnment Agreement:**

1. Repurchase of Niche by Church: If there has been no prior Inurnment and the Grantee determines that the Niche is no longer needed, the Church shall have the right to repurchase the Niche, but shall have no obligation to do so. Upon thirty (30) days written Notice to the Church's Representative of a request to repurchase, the Church may, in its sole discretion, agree to repurchase the Grantee's rights. If it elects to repurchase, the Church shall pay eighty percent (80% of the sum paid by the Grantee at the time of the original purchase. The remaining twenty percent (20%) of the original payment shall be retained by the Church for its administration cost. There shall be no right in the Grantee to any accrued interest.
2. Sale of Niche by Grantee to Eligible Persons: Niches may not be sold, transferred, or assigned by a Grantee without the prior written consent of the Church's Representative and written agreement of the transferee to be bound by the Inurnment Agreement and these Rules and Procedures as they may be amended. If the Grantee transfers a Niche with the prior consent of the Church, the contact information (name, address, telephone number etc.) and Eligibility of the proposed transferee shall be forwarded to the Church's Representative for review and written approval. Any attempted transfer or assignment without such written consent shall be null and void and of no effect.
3. Removal of Ashes Inurned: In the event there has been an Inurnment in a Niche and the personal representative or immediate family of the person whose Ashes have been Inurned wish to permanently remove the Ashes from the Niche, then the Church hall, upon thirty (30) days' written Notice to the Church's Representative of such request, repurchase the Niche in an amount of eighty percent (80%) of the sum, without accrued interest, paid by the Grantee at the time of original purchase less the additional cost incurred by the Church in connection with the removal and installation of a replacement face plate for that Niche.

**Section V – Provision Specific to Inurnment in Columbarium Niches**

- A. Purchase Price:** The purchase price for a Niche shall include the cost of initial inurnment of the Ashes, one or two urns provided by the Church, and engraving of the urns and face plate with the name of the Person (s) whose Ashes are Inurned. An additional \$200 per name will be charged if the name is engraved on the face plate prior to that person's date of death. The

purchase price shall also include the perpetual maintenance of the Niche and the Area in general and the cost of maintaining records of use and administration of the Area. At the sole discretion of the Church, the sale of half of a Niche may be approved if the Grantee agrees to allow another Eligible Person to share the remaining half of the Niche. The purchase price of half a Niche will also include the cost of initial Inurnment, one urn provided by the Church and engraving of the face place.

- B. Capacity of Niches:** Niches shall be designed for the Inurnment of Ashes of either one or two Designated Persons. Niches may not house the Ashes of more persons than the number designated in this Agreement.
- C. Urns:** Inurnment of Ashes within a Niche shall be in an urn provided by the Church, which is included in the purchase price of the Niche. In the alternative, Ashes may be placed in a sealed container constructed of copper, bronze, or other material approved by the Church. The Church reserves the right to reject a container, that in its judgement, will not meet these requirements. The deceased's name and date of death shall be inscribed or permanently affixed on the outside of all urns.
- D. Inscription on Face Plate:** The name and years of birth and death of the person inurned in a Niche shall be inscribed by the Church on the face plate of the Niche. The cost for inscription is included in the purchase of the Niche. No other inscriptions are permitted other than as provided herein.

#### **Section VII – Memorial Wall Inscription**

**A. Procedure for Application and Purchase of Inscription on Memorial Wall.**

1. The names of any Eligible Person may, upon submission of the written application and payment of the current purchase price, be inscribed on the Memorial Wall.
2. Persons may purchase an inscription on a Memorial Wall for an otherwise Eligible Person Interred elsewhere by submitting a written application, in the form provided by the Church, entitled "Memorial Wall Inscription Agreement" to the Church. The form will include all information necessary for the Church's Representative to verify Eligibility and the requisite Inscription information.
3. Upon verification of the applicant's information and the Eligibility of the person whose name is to be inscribed on the Memorial Wall, the Church's Representative is authorized to sign the Memorial Wall Inscription Agreement on behalf of the Church. The Memorial Wall Agreement shall not be binding until executed by the Church and payment is received from the Purchaser.

4. Upon (1.) execution of the Memorial Wall Agreement by the Church's Representative and (2.) receipt by the Church of payment in full cost for the Inscription in effect at the time of execution, the Church shall arrange for the Inscription within a reasonable time.
- B. **Payment:** Payment to the Church for an Inscription shall be in full amount and in such manner as may be determined from time to time by the Session. Payment for Inscription is made without any reservation, conditions, or restrictions and the monies may be used for any lawful purpose deemed proper by the Session.
  - C. **Eligibility for Memorial Wall Inscription:** Inscriptions shall be for Eligible Persons only.
  - D. **Order of Inscription:** Inscriptions shall be placed on the Memorial Wall in sequential order.
  - E. **Refunds:** Inscriptions are deemed permanent and for the life of the Area as presently situated. Upon Inscription, there shall be no refund of the purchase price, including any instance in which the Church discontinues the Area. If the Area is relocated, the Church may, but is under no obligation to, move a Memorial Wall to a relocated site, nor is the Church required to maintain the previous Memorial Wall or to provide a substitute for the Memorial Wall.

**Dated: October 1, 2020**

