

KIRK OF KILDAIRE, PRESBYTERIAN

Policy and Guidelines for COLUMBARIUM AND MEMORIAL GARDEN

The Columbarium and Memorial Garden continues a venerable Christian tradition by providing a peaceful place on Church property to keep or spread the cremains (“ashes”) of loved ones. Kirk of Kildaire, Presbyterian (the “Church”) adopts this Policy to govern the Columbarium and Memorial Garden (the “Memorial Garden”):

1. COMMITTEE. The Memorial Garden shall be managed and maintained by a Committee appointed by the Session, and function as a sub-committee of the Building and Grounds Committee. The Committee shall serve at the pleasure of and report to the Session. The Committee should be comprised of no less than three (3) persons, or no more than five (5) persons. Committee members shall be eligible for reappointment.
2. ELIGIBLE PERSONS/DECEDENTS. The cremated remains (“cremains” or “ashes”) of an Eligible Person (deceased person or “decedent”) may be placed (“interred” or “inurned”) in a container (“urn”) in a Niche of the Columbarium or spread (“interred” or “scattered”) in the Memorial Garden. Eligible Person means (a) a member of the Church (when they purchase a Right of Interment or on the date of death); (b) parents, spouse, children, or stepchildren of an Eligible Person; (c) an ordained minister who served the Church as pastor, and their parents, spouse, children, or stepchildren; (d) a person recommended to and approved by the Session who is meaningfully connected to the Church or demonstrates other compelling special circumstances.
3. BURIAL SITE OPTIONS. The Memorial Garden may be used by (a) placing an urn in a Niche of the Columbarium; (b) scattering ashes in the garden and placing the person’s name on the memorial plaque; or (c) simply placing the person’s name on the memorial plaque (no urn or ashes). Inscriptions on all name plates on the memorial plaque and

all face plates on the Columbarium shall be inscribed to memorialize the deceased with their name, date of birth, and date of death. Inscriptions shall conform to uniform size, type and composition, and all plates are uniform in size and material, as designed and installed by the Church. Purchase of these options does not constitute or construe any conveyance or any interest in the real property of the Church.

4. CREMATION COSTS. The costs of cremation are not covered by any fee or fees paid to the Church. Only the cremains of humans are allowed to be inurned or scattered in the Memorial Garden.
5. SERVICE OF INURNMENT. Arrangements for a service of inurnment, scattering of ashes, or memorialization can be made through the church office or one of the pastors. Only an ordained minister serving the Church, or an ordained minister invited by a pastor serving the church, shall be authorized to perform and conduct such services.
6. RECORDS. A plot plan showing all niches in the columbarium shall be maintained by the Committee and kept in the Church office. These records should include a copy of the purchase contract, niche location number, names of those persons whose cremains are inurned or scattered, dates of birth and death, date of the service held in the Memorial Garden, and next of kin.
7. FEES. The prices for burial in the Memorial Garden are as follows:

Single Occupant Columbarium Niche	\$1800.00
Double Occupant Columbarium Niche	\$2700.00
Scattering of Ashes in the Garden	\$600.00
Name Plate only on the Memorial Plaque	\$500.00
8. CONTRIBUTIONS. Contributions or donations made to the Church in support of the Memorial Garden are appreciated and encouraged. Naming rights for areas of the Garden, or structures in the Garden such as benches or fountains are available.
9. URNS. The urn containing the cremated remains of an eligible person is provided by the Church, as part of the purchase of a niche in the Columbarium. The placing of the ashes in the urn is to be determined

by the legal representatives or family of the deceased, prior to the service in the Garden. It may be the desire of the legal representatives or family to have a pastor, or a designated person of the family, or the crematorium that performed the cremation, be responsible for placing the ashes in the urn.

10. MULTIPLE INURNMENTS IN A NICHE. The cremated remains of two eligible persons may be placed in the same niche.

11. MAINTENANCE AND PERPETUAL CARE. Maintenance of the Columbarium and the Memorial Garden is done by the Church. All fees, gifts, donations or contributions collected by the Church for the Memorial Garden will be used to cover the construction, installation, landscaping, upkeep, repair, enlargement and maintenance of the Memorial Garden.

12. RIGHT OF REMOVAL. As a condition of using the Columbarium in the Memorial Garden, each person hereby irrevocably grants to the Church the right to remove the cremated remains of the eligible person inurned therein and to cause the re-inurnment of such remains in any other appropriate location, upon the occasion of the relocation of the Memorial Garden for any reason. Any such removal or transfer shall be at the sole discretion of the Session and shall comply with applicable laws.

13. SCATTERING OF REMAINS. The Church has set aside a portion of its property known as the Memorial Garden for the scattering of ashes. The representatives or family of the deceased understands that after the decedent's remains are scattered that it will no longer be possible to separately identify the cremains. The Church may, at its discretion, relocate the scattering garden to another proper location.

14. REMOVAL OF CREMATED REMAINS BY ENTITIES OTHER THAN THE CHURCH. The cremated remains of any eligible decedent interred in the Memorial Garden or Columbarium may be removed by such person(s) authorized by law to do so and upon compliance by such person(s) with all requirements of state, municipal, or other pertinent laws. A site may be opened and the contents removed only for good cause as determined by the Church and its governing body, the Session. Any expense incurred will be

borne by the person(s) or entity requesting such action. All such openings and removals shall be documented in the records of the Church, and, before such removal is made, the Church shall be given a written release from any and all further responsibility where such removal is not at the request of the Church. If, after the removal of the cremated remains of the eligible decedent from their assigned site, there are no other cremated remains still present in the site, all rights to use the site shall revert to the Church. No fees or contributions of any type shall be refunded by the Church to any person, estate or family member upon the removal of any interred remains.

15. CONTRACT OF PURCHASE AND PERPETUAL CARE. A Contract of Purchase and Perpetual Care shall be executed before the interment of the cremains of an eligible decedent. By executing this document, the representative shall warrant to the Church that the representative has been duly authorized to do so and that all persons who have a legal right to decide where to inter the eligible decedent are in agreement that they may be placed in the Memorial Garden. In the event of litigation that seeks to remove the remains from the Memorial Garden, the eligible decedent's estate or family shall have the sole responsibility of defending such litigation.
16. MEMORIAL GARDEN FUND. All receipts from fees, gifts, donations or contributions will be kept in a separate account, to be used solely for the Columbarium and Memorial Garden. The Church intends and desires to provide the services and benefit of a Memorial Garden to church members and the community, while making this endeavor self-sufficient, and not infringe on the Church's other ministries and programs.
17. COLUMBARIUM AND MEMORIAL GARDEN RIGHTS. No ownership in the Columbarium, the Niche, the Memorial Garden, or any other interest in real estate is being purchased, conveyed, or implied. Legal title to all the foregoing shall remain at all times with the Church. The Contract of Purchase and Perpetual Care conveys only the right to use the niche for the inurnment of an urn containing the ashes of an eligible person/decedent in the Columbarium, or the right to scatter ashes in the Memorial Garden. The Columbarium and Memorial Garden is not a cemetery and no cemetery rights or other special privileges or rights are assumed by the Church for the

Columbarium and Memorial Garden except as set forth in this Policy, and as amended from time to time.

18. REPURCHASE OF RIGHTS. The purchaser of a Contract of Purchase and Perpetual Care may offer to transfer such right back to the Church at any time prior to interment. The Church may accept this request and refund the Purchase Price. The Contract may not be sold, transferred or conveyed, in whole or in part, except to the Church.

19. ABANDONMENT. A niche shall be deemed abandoned only after all of the following conditions have been checked and satisfied: a) Niche that has not been used within 20 years of the execution of the agreement of reservation, and b) Buyer is no longer a member of the Church, and c) Buyer does not respond to certified mail sent to their last known address, and d) No response or objection is received within 90 days from the date of the certified letter. If the above are all verified, ownership of the niche shall revert to the Church and can be made available for purchase/use by another person.

20. AMENDMENTS. Amendments or additions to this Policy shall be made by the Session on its own motion or upon recommendation from the Committee.