

# Our Lady of the Lake Church Columbarium Contract

The Columbarium at Our Lady of the Lake Catholic Church, hereafter referred to as “the Church”, has built a Columbarium to provide niches for the inurnment of Eligible Persons (as defined below). This contract is designed to ensure the parties to this contract have a full understanding of the responsibilities of each party and to assure that the placement of cremated remains is reverent and orderly.

- 1. Columbarium:** The Columbarium consists of niches for the placement of the cremated remains of Eligible Persons. Each niche is uniform in size and bears a specific number. The niches are designed for single or double use and the placement of more than two (2) persons is prohibited. The Church shall, at all times, have full control of the Columbarium. Such control shall be exercised by the Pastor and other persons designated by the Pastor.
- 2. Eligible Persons:** The Columbarium shall be used only for the inurnment of the cremated remains of:
  - a.** Registered parishioners and their immediate family members (spouse, children, parents).
  - b.** Former registered parishioners and their immediate family.
  - c.** Others, with the prior approval of the Columbarium Board (“Board”) and the Pastor.
- 3. Sale of Niches:** The sale of niches does not constitute the sale of property, but is solely the sale of space within the niche. All ownership of the land and Columbarium remains with the Church. Niches are for the cremated remains of Eligible Persons upon the payment of all fees in effect at the time of the sale and upon the execution of all required documents. The sale of a niche shall be evidenced by a Right of Placement Certificate issued by the church to the Eligible Person(s) or their representative.

The sale of the space within the double niche is \$3000 payable in full at the time of niche selection and completion of the Right of Placement Certificate.

Niche sales may be canceled by written notification addressed to and received by the Pastor or Board from the Eligible Person in whose name the sale was made or that person’s legal representative. Should a sale be canceled, the Church will, upon written request, refund the sales price paid without interest at such time as the niche is resold. The repurchase price shall be the original price less any maintenance costs incurred by the Church. The Church will use its best efforts to resell the niche in a timely fashion.

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**4. Columbarium Board:** The Pastor will appoint a Board, comprised of members of the Church. Each member of the Board will serve a 3-year term. The Chairman of the Board is elected by the Board members and is responsible for coordination with the Pastor. The Board is responsible for:

- a. Overseeing the operation of the Columbarium and issuing an annual report to the Pastor.
- b. Providing recommendations to the Pastor for amendments to the rules and regulations governing the operation of the Columbarium.
- c. Overseeing the recordkeeping and daily administration of the Columbarium.
- d. Meeting at least twice a year to conduct business. The presence of a majority of the members shall constitute a quorum.
- e. Managing all funds, in conjunction with the Pastor, directly associated with the Columbarium.
- f. Ensuring suitable landscaping and maintenance of the Columbarium.

**5. Rules of Inurement:**

- a. The sale of a niche and the payment of the fee gives the individual the right to be inurned. All other costs for items such as cremation, urns, faceplates, engraving, funeral, and other similar costs are the responsibility of the individual or his/her family or friends.
- b. No transfer of a niche may be made to another person, estate, or corporation. However, the Church may repurchase a niche for just cause as determined by the Board and Pastor. The repurchase price shall be the original price less any maintenance costs incurred by the Church.
- c. All arrangements for inurement are under the direction of the Pastor or his designee. The service will be as prescribed by the Pastor in consultation with the family and in accordance with the doctrine of the Catholic Church. Funeral or memorial services shall be held in the Church, Chapel, or Columbarium. No flowers, real or artificial, or other mementos will be placed in the Columbarium, except those prescribed by the Pastor and only on appropriate Feast and Holy Days.

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- d. Neither the Church nor the Pastor shall be responsible for the identity of the remains that are to be inurned.
- e. The Eligible Person or representative shall obtain cremation urns of a suitable size to fit into the niche. Internal niche dimensions are 12” wide x 12” high x 12” deep. Cylindrical urns are not recommended when two urns will be in the niche.
- f. Faceplates affixed to niches shall be provided by the Church. Each may be inscribed only with the deceased Eligible Person’s name, year of birth, and year of death. Niches receiving the cremated remains of two (2) Eligible Persons may be inscribed with such information for both persons. No other inscription(s) will be permitted. The Church will arrange for the inscriptions in as timely a manner as possible through a contracted vendor.
- g. The purchaser assumes the obligation to have the remains cremated and otherwise prepared in accordance with the applicable laws of the State of Alabama.

## **6. Responsibilities of the Church:**

- a. The Church shall maintain the Columbarium and each niche in good condition by taking reasonable precautions against defacement or defilement of the niches and faceplates. Additionally, the Church will provide suitable planting and landscaping for the Columbarium area.
- b. The Church shall maintain and preserve all records pertaining to the Columbarium. The Church shall also establish a maintenance and reserve fund (described below) that is derived from fees received from the sale of niches.
- c. The Church shall maintain a record of each set of cremated remains placed in the Columbarium. The record shall include the name of the deceased, the deceased’s dates of birth and death and information about a contact person. The Church shall also maintain a list of reserved niches with the names of the Eligible Person(s) and contact information.
- d. If sufficient funds and needs exist, the Board and the Pastor shall have the right to physically expand the columbarium and associated landscaping in compliance with requirements of the Diocese.

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- e. The Church reserves the right to remove the cremated remains from the Columbarium and to cause the relocation of such remains in any other appropriate location, whether on the present grounds of the Church or elsewhere, upon the occasion of the relocation or discontinuance of the Columbarium for any reason.
- f. Upon the request of a person with evidence of authority, a niche may be opened and the cremated remains of a deceased therein removed by such person authorized by law to do so and upon compliance by such person with all requirements of applicable laws. Any such opening of a niche shall be done by the Church at such time as may be convenient to it. The Church may require as a condition of complying with such a request that the person making it sign a release and indemnity agreement protecting the parish and diocese from any and all potential liability.
- g. The authorized party requesting the removal of the cremated remains may request, in writing, that the Church refund the sales price for the niche. Upon the approval of the Pastor and Board, the original payment may be refunded without interest less twenty-five percent (25%) of said payment. After the removal of the cremated remains of the deceased, and where there are no cremated remains of another deceased present in the niche; all rights to use of the niche shall revert to the Church.

### **7. Reserve and Maintenance Fund:**

- a. Funds accumulated from the sale of niches will be placed in at least one restricted Columbarium bank account and/or the Diocesan Deposit and loan account.
- b. For a period of at least five years, all such funds shall be restricted for the operation, maintenance and care of the Columbarium grounds, as well as for potential refunds of amounts paid as previously described. In the event accumulated funds exceed these needs, as determined by the Board and Pastor, these funds may be used for expansion of the Columbarium.
- c. After five years, the restricted funds will be reduced to an amount necessary for the expected operation, maintenance and care of the Columbarium for perpetuity. Such amounts will not be less than 10% of the sales price of the niches. The reduction of the restricted funds will be placed in the general operating account of the Church and can be used for the general operating needs of the Church.

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- 8. Liability:** The Church's liability to any Eligible Person, his or her heirs, family or personal representatives, in connection with the ownership, use or maintenance of the Columbarium shall be limited to the fee paid for the right to use a niche.
- 9. Amendment or Waiver of Rules:** The Pastor, with the consent of the Diocesan Bishop, may modify, amend, repeal or waive any or all of the policies or requirements stated herein. A waiver of any policy or requirement shall not be construed, unless specifically so stated in writing by the Pastor, as waiving:
- a. said policy or requirement with respect to any situation or occurrence arising thereafter,
  - b. any such policy or requirement in any other contract, or
  - c. any other policy or requirement not specifically modified, amended, repealed or waived.

I, \_\_\_\_\_ hereby acknowledge that I have read, received a copy of and agree with the contract terms set forth herein above.

Purchaser \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Purchaser \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Pastor \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*Niche #* \_\_\_\_\_

*Check #* \_\_\_\_\_

*Amount* \_\_\_\_\_