



RULES, POLICIES AND REGULATIONS

I. Purpose

Grace Garden is a Columbarium located at First United Methodist Church (hereafter referred to as the "Church"), 410 E. University Avenue, Georgetown, Texas, 78626. Grace Garden has been created to provide a space for storing (sometimes called "inurnment") the cremated remains (which are referred to as "cremains") of deceased members of the Church, and other eligible persons. Grace Garden is owned by the Church and is under the operating authority of the First United Methodist Church of Georgetown Trustees (the "Trustees").

II. Governance

A. Columbarium Committee. The Columbarium Committee (the "Committee") is a committee of the Church which administers, operates and maintains Grace Garden under a delegation of authority from the Church and the Trustees.

B. Committee Functions. The Committee members shall be appointed by the Church, and shall have the following authority and responsibilities:

1. Generally administer, operate, and maintain Grace Garden consistent with these Rules, Policies and Regulations.
2. Maintain records and documentation relating to Grace Garden, and relating to or incident to the sale of rights of inurnment.
3. Review Grace Garden financials annually and recommend expenditures necessary for the proper administration, operation, and maintenance of Grace Garden.
4. Direct overflow funds not required for perpetual care to Trustees to be channeled into missions and ministries of First United Methodist Church.
5. Subject to approval of the Church and the Trustees, the Committee may adopt its own internal operating procedures.

III. Eligibility for Inurnment and/or Inscription

Right of inurnment in Grace Garden shall be limited to the cremains of (i) any member of the Church; (ii) any past member of the Church, (iii) any minister or past minister (whether pastor or associate pastor or serving in any other capacity) and any Bishop or other ecclesiastical authority who, during his or her career, has been appointed to or had authority over the Church, and (iv) the following members of the immediate family of persons qualified under (i), (ii) or (iii): spouse, parent, step-parent, grandparent or step-grandparent, children, step-children, grandchildren or step-grandchildren, or other family members as may be authorized by the Committee. The Committee shall have the authority to approve or deny requests for the inurnment of any person qualified under (i), (ii) or (iii) above, on a case-by-case basis. Memorial and/or honorarium inscriptions without an inurnment are available and limited to the above qualifications.

IV. Fees

The Committee shall have the authority to set the price for the purchase of a right of inurnment and/or inscription. The price of a right of inurnment shall include an urn that was specifically designed for the niche (storage place for cremains), approved inscriptions on the niche and the expense related to the care of the Columbarium. It does not include the cost of cremation, transportation or other costs. The Committee may change the fee structure from time to time, provided that any change in the fee structure will not result in either an additional cost assessed to holders of rights of inurnment or any right to receive reimbursement for

any amount previously paid. The fee for a memorial and/or honorarium inscription which reserves the space without an inurnment, shall be the same as that for an inurnment.

V. Purchase of Rights of Inurnment

The niches in Grace Garden have been constructed with a capacity of two urns. To purchase a right of inurnment, an eligible person should obtain a Grace Garden packet from the Church administrative office. A packet should contain a copy of these Rules, Policies and Regulations, a copy of an application for inurnment and other applicable forms. The applicant should complete all of the requested forms and submit them to the Church administrative office. When the application is approved, the new owner of a right of inurnment will be issued a Certificate of Right of Inurnment.

VI. Selection of Niches

Niches will be assigned in the order that applications are received and paid. The application will have a place for the applicant to designate a preference for an available niche. In the event that the niche designated on the application is unavailable at the time the application is approved, the application will be approved subject to the selection of an available niche. Although the applicant may designate a preference for a niche location, the Church or the Committee will make the final decision and reserves the right to accept or decline the request.

VII. Inurnment Procedures

A. Services:

Services are and shall remain under the sole authority of, and shall be the sole responsibility of, the Senior Pastor and other designated members of the Church staff.

B. Urns:

Urn will be provided and included in the fee. If another urn is desired, it should be of a material and size approved by the Committee. The name of the deceased shall be affixed permanently to the urn.

C. Inscription on Niches.

The Committee may set a uniform size and style of inscription for the niches. The inscription shall be included in the price of the right of inurnment. Inscriptions shall contain the name of the deceased, the deceased's date of birth and the deceased's date of death.

D. Inscription Accuracy:

The Church administrative office will provide a form to be completed and signed by the purchaser or other responsible family member (or other family designee), in which the purchaser or other responsible person shall specify the inscription. The Church Business Administrator shall make arrangements for engraving in accordance with the information furnished by the purchaser or other responsible person. The Church shall only be responsible for errors in the inscription as might be made by the engraver in deviating from the data submitted on the signed order form.

VIII. Flowers, Ornaments, and Decorations

Only limited use may be made of decorative items in Grace Garden. The placement of living plants, either in pots or in the landscaping of Grace Garden, shall be limited to those approved by the Committee or its designee. The use of felt, crushed silk, satin or any other cloth in or about a columbarium niche is prohibited. The placing of boxes, cans, shells, toys, wreaths, metal design, ornaments, signs, cards, furniture, vases, pictures, artificial flowers, flags or any other such article or emblem shall not be permitted on or about a niche or in the Grace Garden and if so placed, the Committee or Church staff reserves the right to remove and dispose of the same without prior or subsequent notice and without liability to the owner of such property or the person placing the same in the Grace Garden area.

IX. Obligation to Provide Accurate Contact Information

The owner of a right of inurnment is obligated to keep the Church notified concerning their current address and appropriate contact information. Neither the Church, the Trustees, nor the Committee shall bear any liability for any action taken without the consent of an owner of a right of inurnment if the contact information in the inurnment right owner's file is not current.

X. Transfer or Assignment

A. **Rights of Inurnment.** Rights of inurnment are not transferable or assignable without proof of eligibility of the proposed new owner.

B. **Repurchase Right.** The Committee reserves the option to repurchase any rights of inurnment for the original amount paid for the right of inurnment, less \$250.00 per inurnment. The option described in this paragraph may be exercised by the Committee following receipt of a request for the repurchase by the owner or the owner's heirs, legal representative, successors or assigns, made at any time following the date of purchase and prior to inurnment of any cremains in the niche. Any repurchase will be paid within 90 days of the request, subject to the owner's heirs, legal representative, successors or assigns executing a release and other documentation reasonably acceptable to the committee.

C. **Removal of Cremains.** After inurnment, cremains remain the property of the heirs at law of the deceased unless the deceased provides otherwise in a valid will. Once cremains have been inurned, if the owners of the cremains remove the cremains, the right of inurnment in that niche shall revert to the Church and no refund, reimbursement or other compensation shall be due to the owner of the cremains or any other person.

XI. Legal Title

The purchaser of a right of inurnment acquires no property rights in Grace Garden, and acquires no property right in any of the niches, nor does such purchase acquire any ownership interest in the Trustees, the Church or any portion of the Church's property. Legal title to Grace Garden and all of its improvements shall remain with the Church at all times, unless otherwise transferred by act of the governing body of the Church. Any Certificate of Inurnment Rights attests only to the right for the cremains to be placed in the specific niche identified on the Certificate. Identification of a specific niche creates no property rights. It is done for administrative purposes of the Trustees and the Committee. In the event of any discrepancy between a certificate and the records maintained by the Church, the Committee or the Trustees, the records maintained by the Church, Committee or Trustees shall govern.

XII. Removal of Cremains

A. **By the Church:** In the event that Grace Garden requires repairs or other construction, or is relocated, the owner of a right of inurnment and his or her heirs, beneficiaries, and legal representatives agree that the Church, the Committee or the Trustees may remove, or permit the removal of, the urn and the cremains for such repair, construction or relocation. The owner of a right of inurnment further acknowledges the Church's right to terminate the Columbarium, as described below.

B. **By Someone Other Than Grace Garden:** Cremains may not be removed from Grace Garden without the written consent of the Church, the Committee or the Trustees.

XIII. Security

The Church and the Trustees have taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer, meditation, reflection and services. In purchasing a right of inurnment, the holder of the right of inurnment, their heirs, beneficiaries, and legal representatives, assume all risk of loss, destruction, vandalism, and desecration of cremains. In purchasing a right of inurnment, the purchaser on behalf of himself or herself, and all parties related to him or her, and all parties related to the person(s) whose cremains are to be inurned, releases First United Methodist Church of Georgetown and their respective directors, officers,

ministerial staff, members, agents, employees, committees, volunteers and representatives from all claims, liability, and causes of action, relating or pertaining directly or indirectly to (i) application of these rules, policies and regulations, (ii) the past, present and future operation of Grace Garden or any other columbarium facility, and (iii) the inurnment of cremains pursuant to these rules, policies and regulations. The foregoing release specifically releases, without limitation, any liability arising out of any act that may constitute negligence or misconduct on the part of any released party, and any liability arising from any loss, destruction, vandalism, or desecration of cremains inurned. The liability of any person is strictly limited to the purchase price of the right of inurnment.

XIV. Termination of the Columbarium

The Right of Inurnment shall continue so long as both (i) the property at 410 E. University Ave, Georgetown, Texas is owned by the Church or one of their legal successors and (ii) a portion thereof is used or operated as a Columbarium. If the property is sold and a replacement Columbarium will not be furnished at a new church premises or other site, or if a decision is made by the Church to discontinue providing space for a Columbarium at the Church site, the right of inurnment will cease. In that event, the Church and the Trustees will use best efforts to notify the owner of the right of inurnment, or his or her heirs, beneficiaries, or legal representatives, at the address on the owner's application (or such address as changed by written notice to the Church) that Grace Garden will cease to exist and that the cremains must be removed from the niche. If arrangements for the removal of the cremains are not made within a reasonable period, or if a proper representative cannot be contacted within a reasonable time, the Church retains the right, and the purchaser and his or her heirs and representative consent to the Church's right, to take possession of the cremains, and to relocate the cremains or disburse the cremains on the property in a fitting service as the Church may deem proper. No refund of any amount for purchase of the right of inurnment shall be made in the event of termination of the Columbarium.

XV. Personal Conduct in Grace Garden

Grace Garden is a property of the Church, and all persons in Grace Garden are expected to conduct themselves in accordance with decorum normally observed in a church or place of worship. Any pastor, employee of the Church or Committee member is empowered to enforce the Rules, Policies and Regulations and to exclude from Grace Garden any person(s) in violation thereof.

XVI. Visiting Hours

In order to secure the Columbarium and to provide for the safety of visitors, the Church will determine the gate locking and unlocking schedule for the Columbarium. Special arrangements for off-hour visits may be made on a limited basis only and must be approved by the Church.

XVII. Insurance

The Church or the Trustees may carry insurance for its own benefit which includes the Columbarium, as it deems appropriate at its sole discretion. There is no obligation upon either the Church or the Trustees to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment, their heirs, beneficiaries, or legal representatives.

XVIII. Amendment or Waiver

These Rules, Policies and Regulations may be amended from time to time by action of the Church or the Trustees. The Committee may at any time recommend to the Church or the Trustees appropriate amendments to these Rules, Policies and Regulations, but no amendment shall be effective unless approved by the Church or the Trustees

