

Unity Presbyterian Church Columbarium and Memorial Garden Rules

The Columbarium and Memorial Garden of Unity Presbyterian Church of Fort Mill, SC (“the Church”), have been established to provide an area on the grounds of the Church for the inurnment of the remains of deceased members of the Church and their families. These rules specify the privileges and conditions for use of the Columbarium.

1. Definitions

1.1 “Columbarium” means the Columbarium and Memorial Garden located at Unity Presbyterian Church (“the Church”) in Fort Mill, South Carolina.

1.2 “Columbarium Agreement” means the contract between the Church and any Eligible Person for use of the Columbarium for inurnment or scattering of ashes.

1.3 “Eligible Persons” is defined in paragraph 5 below.

1.4 “Purchaser” means a member of the Church who executes the Columbarium Agreement” and any permitted assignee if the purchaser has given written notice of the transfer to the Church.

1.5 “Niche” means a designated space in the Columbarium.

2. Supervision of the Columbarium.

The Church shall at all times have full control of the Columbarium to be exercised through a Columbarium Committee (the “Committee”) to be made up of members of the Diaconate, or other members to be appointed by the Session. The Columbarium and its use and maintenance shall be supervised in general by the Committee or in certain circumstances, by a special subcommittee of the Committee. Changes made by the Diaconate shall be approved by the Session.

3. The Columbarium.

The Columbarium shall consist of uniform niches for the inurnment of the ashes of the remains of Eligible Persons as defined in paragraph 5. Each niche shall bear a specific number. The overall design of the Columbarium shall be subject to the approval of the Session.

4. Memorial Garden.

The Memorial Garden may be used as a place of retreat in memory of deceased members of the Church or their families and for other purposes approved by the Session.

5. **Eligibility.**

The Columbarium shall be used only for the inurnment of the cremated remains of (a) current and former members of the congregation of the Church, (b) spouses of members, (c) children or step-children of members and their spouses, (d) grandchildren and great-grandchildren of members and their spouses, (e) parents or step-parents of members, and (f) current or former ordained ministers of the Church, their spouses, children and step-children (the “Eligible Persons”).

6. **Reservation of Niches: Title and Rights Retained by the Church.**

6.1 Specific niches for cremated remains may be reserved by the Eligible Persons for future use upon the payment of the appropriate fees and upon the execution of the Columbarium Agreement and all other required documents.

6.2 The Church will issue a Certificate of Reservation to the Purchaser making the reservation in substantially the form attached. The reservation of a niche and the payment of a reservation fee confer only the right to use the niche in accordance with the rules and no title or right of ownership to the niche or any real property becomes vested in the Purchaser. The payment of the reservation fee satisfies all fees associated with the activation of the niche.

6.3 Any member of the Church who desires to reserve a niche in the Columbarium shall pay in full and sign the Columbarium Agreement. A niche (or niches) shall then be signed on behalf of the Session, and a copy delivered to the Purchaser. The original will be held by the Church.

6.4 A Purchaser may transfer rights under a Columbarium Agreement to members of his or her immediate family but to no other person. In the event of any unauthorized transfer, the rights evidenced by the Columbarium Agreement shall become null and void and the niche shall revert to the Church. The purchase price shall be forfeited as liquidated damages.

6.5 A Purchaser may at any time prior to inurnment notify the Church that he or she wants to terminate the Columbarium Agreement. Upon approval by the Session, the Columbarium Agreement shall terminate and, upon written request, the reservation fee shall be refunded to such Purchaser.

6.6 If a Purchaser transfers membership from the Church, the Purchaser shall continue to have the right to use the Columbarium for inurnment until he or she shall by written notice, terminate the Columbarium Agreement, or until the end of the tenth year following the date of such transfer of membership, at which time the right to inurnment in the Columbarium shall terminate automatically. Upon such termination, whether by transfer or the expiration of the ten-year period, upon written request, the reservation fee shall be refunded to the Purchaser. Notwithstanding a transfer of membership, a Purchaser may continue a reservation for an additional ten-year period by written notice given by the Purchaser to the Church prior to the end of every ten-year period. The Church will attempt to contact the Purchaser before terminating his or her agreement.

7. **Fees**

As of the date of amendment, the fee for a double niche is \$2,500. This fee includes the engraving for each inurnment and perpetual care. There are no additional fees connected with use of the Columbarium. This can be changed only with the approval of the Session.

8. **Urns and Plaques**

8.1 The Urn containing the cremated remains of the Eligible Person to be inurned, must be obtained by the Purchaser. Most, if not all, funeral homes can accommodate the purchase of the urn or urns.

8.2 Plaques affixed to niches shall be of uniform size, type and composition prescribed by the Church and shall be obtained from the Church. Each plaque may be inscribed only with the deceased Eligible Person's name, date of birth and date of death.

9. **Memorial Services.**

A memorial service for inurnment or scattering of cremated remains will be planned by the ministers of the Church in consultation with the deceased's family. Only a minister of the Church or someone designated by such minister may conduct the services held in connection with the inurnment or scattering of the remains in the Columbarium. No inurnment or scattering shall be permitted without a service.

10. **Removal of Created Remains**

10.1 The Church reserves the right to remove the cremated remains of any deceased inurned in the Columbarium and to cause the reinurnment of such remains in any other appropriate location, whether on the present grounds of the Church, or elsewhere if the Columbarium is relocated or discontinued.

10.2 Upon request of a member of the deceased person's immediate family or a person showing evidence of legal authority, and subject to compliance with all applicable laws, a niche may be opened and the contents removed. Upon removal, the family terminates their right to use the niche. The Church may rely on any documents showing evidence of authority and shall not be required to make further inquiry with respect thereto. Any person requesting opening and removal shall release the Church from any liability in connection with such action and shall agree to indemnify and hold the Church harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.

11. **Record of Inurnments**

The Church shall maintain a record of each inurnment in the Columbarium. The Church shall also maintain a list of all Eligible Persons reserving niches, together with the names of their next of kin.

12. **Accounts**

All fees, donations, bequests or other funds received in connection with the Columbarium shall be maintained by the Church in a separate account. All disbursements from the account shall be approved by the Session, or persons delegated by the Session may be used for operation of the Columbarium and Memorial Garden or for any other purpose approved by the Session. Maintenance of the Columbarium and Memorial Garden may also come from the regular operating budget if the Session so chooses.

13. **Conditions**

The Columbarium and Memorial Garden will be open to visitors at all times that the Church is open to the public or for special occasions. Funeral or memorial services may be held in the sanctuary of the Church or the Memorial Garden. No flowers, real or artificial, or other items shall be placed in the Columbarium.

14. **Liability**

The Church's total liability to any Eligible Person, his or her heirs, family and personal representatives, in connection with the ownership, use and maintenance of the Columbarium, shall be limited to the reservation fee paid for the right to use a niche.

15. **Amendment or Waiver of Rules**

The Session may, at any time, upon request of its own motion, modify, amend, repeal, suspend or waive any or all of the rules.

Revised January 24, 2011