

Faith Lutheran Church Clive, Iowa Columbarium Policies and Procedures

Purpose

The Faith Lutheran Church Columbarium provides a sacred resting place for loved ones who have died and for the care, placement, and inurnment of their cremated remains. The Memory Garden where the columbarium is placed allows for peaceful meditation and prayer among those we have loved and whose lives and service we wish to remember.

Definitions

Church – Faith Lutheran Church; referred to in this document as *The Church*.

Columbarium ---- a collection of niches designed to house urns containing cremated human remains (cremains). The structure is owned and operated by *The Church* with niches for urns to be stored.

Memory Garden – Location of the columbarium and peaceful resting place to preserve the memory of loved ones

Committee – Refers to the Columbarium Committee of Faith Lutheran Church; referred to in this document as *The Committee*.

Columbarium Agreement – The form submitted to *The Committee* for review and approval; referred to in this document as *The Agreement*. A copy of *The Agreement* will be given to *The Agreement* holder and the original copy will be held at *The Church*.

Cremaains – Remains of a cremated person.

Urn – A box or vessel to store the ashes of a cremated person. One or two urns need to fit within the parameters of the niche.

Niche – an individual compartment that hold the urn containing the ashes. Each niche can hold up to two urns.

Inurnment – Process of placing cremated remains into a cremation urn, and also the placing of the urn into the columbarium niche. The latter normally is part of at least a brief committal service.

Fee for Columbarium Niche

The fee, which is set by *The Committee* and subject to approval by *The Church*, is (\$3,500) per niche. It includes continuous maintenance of the columbarium and Memory Garden but does not include the cost of the urn(s), engraving of the niche's faceplate, or any costs associated with cremation and committal. Each niche can accommodate up to two urns and there is no additional cost for including a second urn. Urns must conform to the size of the niche and are subject to approval by *The Committee*.

The fee is due in full at the time a niche is reserved. *The Committee* may change the fee at any time, subject to approval by *The Church*. A niche may be returned to *The Church* at the original cost less the cost of removing the faceplate and engraving.

Eligibility for Inurnment

Inurnment is limited to the cremains of any current or past pastor or deacon, member or past member, and members of their immediate families, which shall include:

- Spouse / Life Partner
- Parents
- Siblings
- Children
- Grandchildren
- Grandparents
- Step-parents, step-children, step-grandchildren, or step grandparents

The Agreement shall allow for the cremated remains of only the person(s) named therein, and any exceptions will be determined by *The Committee*. Any changes must be initiated by The Agreement holder during their lifetime by written notice to *The Church*, or by a specific provision in their Last Will and Testament.

Niche

The size of the niche will be 12"x12"x12" and will include a granite plate affixed to the exterior facing of the niche, with the person's name, date of birth, and date of death inscribed using a uniform font and size selected by *The Committee*. *The Committee* will arrange for inscription of the faceplate, with the cost assigned to The Agreement holder(s).

Urns are the only items that may be placed in the niches.

The Church will maintain a map of niches that are available. Each submitted application must identify the requested niche. Applications will be reviewed in the order *The Church* receives them. The niches will be numerically identified in columns beginning with number one (1) continuing in numerical order across the structure. Niches will be purchased on a first come, first served basis. The applicant may choose their desired niche location from those available at the time of purchase. The storing of ashes on site at the Church and the transfer of cremains from one container to another will be done by a member of the family or designee when the provided urn was not received by the mortuary or crematorium prior to the cremation.

Ornamentation and Visitation

Visiting the Memory Garden is permitted at all times except as determined by *The Church* administration. The placement of flowers or other ornamentation is prohibited, except for the inurnment ceremony. Prohibited items will be removed and disposed of by *The Church* without notice or liability.

Committal of the Urn

Arrangements for committing the urn into the niche of the columbaria must be made through *The Church*.

Only a pastor of *The Church* or a minister invited by the family and approved by *The Church* may offer a committal service at the columbarium. Prior to the committal of the urn, a label with the name of the deceased and date of death will be placed on the bottom of the urn. Following the committal, the columbarium niche will be appropriately sealed. Performing the actual placement of the urn into the niche is at the discretion of the family.

Administration and Management of the Columbarium

The columbarium will be governed by the *The Committee*. It will have oversight and responsibility and handle the administration of the day-to-day operation of the columbarium, including keeping all necessary records.

Ownership of the Columbarium and Niches

The Church owns the columbarium and all niches. The Agreement provides no real property rights in the columbarium, and of its niches or any of *The Church's* property. The Agreement confers only the right to inurn the cremated remains of the designated person(s) in the identified niche pursuant to *The Church's* applicable rules, as may be amended by *The Church* from time-to-time.

Termination of the Columbarium

The Agreement shall continue as long as the present columbarium stands and is owned by *The Church*. If the present columbarium is to be sold or demolished, a replacement columbarium will not be provided. Any agreements that are not fulfilled (no urns placed in a niche) will be cancelled and rights to inurnment will cease. Payments made for unused agreements will be returned to The Agreement holder.

In the event the columbarium is terminated, *The Church* will attempt to notify a family member of each person inurned in the columbarium, advising that a person's cremains must be removed from the niche. If *The Church* is not able to contact a member of the person's family using the information in *The Church's* records, or if the cremains are not removed in a reasonable period of time, *The Church* may relocate the cremains as it deems proper and will be done so with respect. No compensation will be due to the permit holder of the person's estate or family.

Amendment or Waiver of Columbarium Policies

The Committee may, at any time, amend, repeal, or waive any of its "Columbarium Policies and Procedures" as deemed in the best interests of the ministry of *The Church*.

Care and Limited Liability for the Columbarium

The Committee will provide reasonable ongoing care of the columbarium. However, neither *The Church* nor any persons acting on *The Church's* behalf will be liable for any loss or damage to the columbarium, niches, urns, or cremated remains inurned in the columbarium. *The Church* may purchase insurance for its own benefit, but *The Church* is not obligated to purchase insurance for the benefit of niche permit holders, designated persons to be inurned, or their estates or families.

Transfer of the Right to Inurn

An Agreement holder who initially only designated one urn to be placed in the niche, may at a later date, request a change to designate a companion. If Agreement holder(s) or representative wish to change the person designated for inurnment stated in the application the holder(s) or representative must submit a completed "Request for Change Form" to *The Church*. If the change complies with applicable policies and procedures, the change will be accepted by signature of the designated Columbarium Committee. *The Church* will send a copy of the signed change form to the existing Agreement holder; and will maintain a copy for *The Church*; and update *The Church* records accordingly.

Removal of Cremains

Cremains may not be removed from any niche without written consent of *The Committee* and the surviving spouse or the next of kin, or the legal representative of the deceased.

Contact Information

The owner of The Agreement, family member in possession of The Agreement, or a legal representative has an obligation to keep *The Committee* notified concerning his or her current address and contact information, Neither *The Church* nor any member of *The Committee* shall bear any liability if the contact information in the permit holder's file is not current.

Voluntary Surrender of the Right to Inurn

The right to inurn in a niche may be surrendered in the following ways:

- By the owner(s) of The Agreement during their lifetime and before any cremains have been inurned in the niche, by written notice to *The Committee*.
- By the owner(s) of The Agreement during their lifetime and after removal of any cremated remains, by written notice to *The Committee*.
- After the death of The Agreement owner(s) and when all cremains have been removed, it will be deemed a voluntary surrender.
- After the death of one of The Agreement owners, when the other person also designated in The Agreement notifies *The Committee* in writing that they do not intend to be inurned in the niche, and that any cremains in the niche have been removed in accordance with the written policy of *The Church*, such notice will be deemed to be a voluntary surrender.
- After the death of the Agreement owner(s), if the person designated by The Agreement dies or has died and is inurned elsewhere and the niche is clear of any cremains, it will be deemed a voluntary surrender. In such an event all rights to the niche will revert to *The Church*.
- If the Agreement is terminated by the original holder within ten business days after the permit is first issued, and if there has been no inurnment, *The Church* will refund the fee, less any costs incurred. An Agreement may also be terminated at any time by providing a written request for the cancellation to *The Church* stating the reasons for the cancellation. The Agreement holder will forfeit all fees previously paid.

The Columbarium Committee

Members of the Columbarium Committee shall oversee promotion, sales, future additions, use and maintenance of the Columbarium and surrounding grounds. *The Committee* shall consist of the Senior Pastor, one member of the Property Committee, and not more than six nor fewer than three members of the congregation appointed by the Council for staggered three-year terms to assure continuity. This Committee will report to the Senior Pastor.