

COLUMBARIUM RULES AND POLICIES

St. Paul's Episcopal Church
1101 South Blackburn Street
PO Box 1148
Brady, TX 76825
(325) 597-1330

1. Establishment.

The Columbarium is established for and owned by St. Paul's Episcopal Church - Brady, Texas, and is under the control of the Rector and Vestry of the Church. The Rector has formulated these rules and policies, while the Rector and Vestry govern the use and management of the Columbarium and the granting of a Certificate of the Right to Inurnment as set forth herein. These rules and policies contain the terms and conditions of the agreement between the Church and an individual purchaser of a Right to Inurnment.

2. Terms and Conditions of Purchase of Right to Inurnment

A. Application Agreement:

Each individual desiring to purchase a Right to Inurnment in the Columbarium shall submit a written application to the Vestry. The form will request information necessary for the Vestry to act upon the application. The applicant will be given a copy of these Rules and Policies when the application is requested.

B. Availability:

A Right to Inurnment is available for purchase and inurnment of members of St. Paul's Episcopal Church and their immediate family members only (as provided in 3a (i)) on an as-available basis. The Right to Inurnment will entitle the holder named to use a designated Niche space in perpetuity. The Vestry reserves the right to approve or disapprove any application for the interment of ashes in the Columbarium, regardless of the applicant's status.

C. License of Space:

Once the Vestry has approved an application and received full payment, it will assign a space to the Applicant and note the assignment in its records. A copy of the fully executed application shall be given to the Applicant with a Certificate of Right to Inurnment.

D. Location and Appearance:

- (i) The Columbarium is located on the north side of the nave/sanctuary of the Church in perpetuity.
- (ii) The Columbarium will remain free of flowers and decorations.

E. Transfer:

The Right to Inurnment is personal and may not be transferred or assigned to another person without the Vestry's consent. However, any holder of an unused Right to Inurnment may release it and return it to the Church.

The returned Niche will be placed into a pool of unsold Niche spaces, and the purchaser who returned the Niche will be placed in a chronological ordering of those who have returned Niche spaces. As Rights to Inurnment in Niche spaces are sold (regardless of the location of the Niche space sold), the Church will refund 50% of the Right to Inurnment purchase price to the purchaser who returned an unused Niche space in chronological order of the return.

3. Inurnment:

A. Eligibility:

(i) Inurnment in the Columbarium is limited to persons who are members of St. Paul's Episcopal Church in Brady, Texas, or immediate family members. The term "immediate family members" includes the family of a church member who is the spouse, child, grandchild, or parent of the church member. A majority vote of the Vestry must specifically approve any other person whose ashes are to be interred in the Columbarium.

(ii) Only human remains accompanied by a cremation certificate issued by the crematory are eligible for inurnment in the Columbarium.

B. Purchase of a Right to be Inurned

i. The Vestry shall occasionally determine the purchase price of each Right to Inurnment in the Columbarium. The Columbarium Purchase Agreement and Right to Inurnment are granted once payment is received in full.

ii. No real property right or interest is created in the purchaser by purchasing a Right to Inurnment.

iii. Payment only entitles the holder to the benefits granted by the Certificate of Inurnment:

a. Inurnment service conducted by St. Paul's clergy;

b. Inscription of the Niche face stone;

c. Use of space within a Niche in the Columbarium in perpetuity; and

d. Perpetual care of the Columbarium.

iv. The purchaser of the Right to Inurnment will be entitled to choose a location in the Columbarium for inurnment on an as-available basis.

v. There shall be no right to any refund of any payment except as noted in 2E above.

C. Permitted Niche Uses.

TBA

4. Notification of Address Change:

The holder of a Right of Inurnment has an obligation to keep the Church notified concerning his or her current address and contact information. Neither the Rector nor the Vestry shall bear any liability for any action taken without the consent of a holder of a Certificate of a Right to Inurnment if the contact information in the Certificate holder's file is not current.

5. Urn Limitation:

The purchaser agrees to use Niche spaces, urns, and designs approved by the Church. No object of any description shall be placed in a Niche except the urn. The Church may, at its discretion, remove or require the removal of any item not approved by the Church.

6. Identification of Creains:

The Church, its employees, or its agents shall not be responsible or liable for the identification of the cremains of any person at the time of the inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record. Permanent marking of the deceased's name and date of death will be required on all cremains delivered to the Church for inurnment, in addition to a cremation certificate issued by the crematory.

7. Limitation of Liability and Security:

The Church and the Vestry have taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for loved ones' visits and the Church's availability for services. The Church is not liable for loss or damage resulting from causes beyond its control, including acts of God, vandalism, theft, accidents, riots, military action, or strikes.

8. Termination of Columbarium:

The right to inurn shall continue only so long as the present Church edifice stands and is owned by the Church. In the event of the demolition of said edifice or its sale by the Church, should the church cease to operate or no longer remain an Episcopal Church, such right shall cease. The Church will endeavor to give written notice of such impending sale or demolition, at the last known addresses in the Church's records, to the surviving spouse or next of kin of the person(s) whose cremains are contained in the Niche(s). The surviving spouse or next of kin shall have the right to remove the cremains. If no one of such persons removes the cremains within ninety (90) days after the Church has sent such written notification of such impending demolition or sale, the Vestry shall remove the cremains and arrange for the placement of such cremains in another appropriate place as the Church Vestry may determine in its sole discretion.

9. Reconfiguration of the Columbarium:

The Church reserves the right to enlarge or remodel the Columbarium or to remove the same and build a new Columbarium in a new location. If any such event affects the Niche(s) referred to in the Certificate of Right to Inurnment, the Church shall substitute for the Niche(s) others of substantially like size and character, in which event the Certificate Holder shall have the same rights in such substituted Niche(s) as are granted by the Certificate of Right to Inurnment and these Rules.

10. Amendments:

The Vestry reserves the right to amend the Rules and Policies. The holder of a Right to Inurnment recognizes that amendments to these rules may be necessary and agrees to abide by changes as they may be made.

COLUMBARIUM BYLAWS

St. Paul's Episcopal Church
1101 South Blackburn Street
PO Box 1148
Brady, TX 76825
(325) 597-1330

11. Establishment

The Columbarium is established for (the "Church") and is under the control of the Vestry of the Church. The Columbarium Vestry operates under the auspices of the Vestry. These Bylaws govern the sale, use, and management of the Columbarium as set forth herein.

12. The Vestry's Authority over the Columbarium

A. General Powers:

The Vestry, in consultation with the Rector, shall manage the use and maintenance of the Columbarium in accordance with the rules, policies, and these ByLaws set forth herein. The Vestry, in consultation with the Rector, shall decide any question regarding the interpretation of these Columbarium rules.

B. Duties:

- i. Be responsible for and manage the affairs of the Columbarium on a day-to-day basis.
- ii. Maintain files and records (as specified in paragraph E).
- iii. Record and maintain data on the identity and specific location of ashes deposited in or removed from the Columbarium.

C. Annual Report:

The Vestry shall prepare and present an annual report to the Church's membership at the annual parish meeting. The report will contain a summary of the Columbarium's significant activity and financial status and recommend changes.

D. Columbarium Funds

All funds from the sale of Rights to Inurnment shall be accounted for and maintained in a restricted account. A trust account for a certain portion of the monies needed for maintaining, preserving, and/or expanding the columbarium is to be established.

E. Columbarium Records

File by Sold Niche Number to include:

Application for Right to Inurnment and Columbarium Purchase Agreement

Rules and Policies applicable at the time of purchase
Death Certificate
Cremation Certificate
Contact Info of Family/Designated Executor

Columbarium Master File to include:

Master Spreadsheet to include Niche info:

Date of Purchase
Purchaser
Inscription of Person Inurned
The last place of residence of the person inurned
Date of Birth of Inurned
Date of Death of Inurned
Verify Death Certificate received
Verify that the Cremation Certificate is received
Date of Interment
Rector Officiating
Undertaker
Comments

Master Copies of most current:

Columbarium Bylaws
Application for Right to Inurnment and Columbarium Purchase Agreement
Rules and Policies
Niche Configuration Availability
Definitions with Questions & Answers

Financial Records

Initial expenditures for Columbarium framework, Niches, and installation
Funds received for the purchase of Right to Inurnment
Funds received as donations
Maintenance, Inscription, and supply expenditures

Annual Report Records

Copy of Annual Columbarium Report presented at Church annual meetings

COLUMBARIUM DEFINITIONS with QUESTIONS & ANSWERS

St. Paul's Episcopal Church
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1. Definitions:

- a. Church means (the "Church")
- b. Columbarium means the structure located in the nave of the Church and containing Niches for the inurnment of cremated remains.
- c. Rector means the Rector of (the "Church").
- d. Vestry means the legal representative of the parish with regard to all matters pertaining to its corporate property.
- e. Niche means one of the individual spaces in a specially constructed framework constituting the Columbarium.
- f. Interment and Inurnment means the placement of cremated remains in their final resting place in a Niche.
- g. Right to Interment/Inurnment means the right granted by the Church to an individual to the use of a Niche for the Interment of human remains.

2. What is a Columbarium?

A Columbarium is a free-standing structure constructed with individual compartments, or Niches, and designed to be a permanent place of interment for human ashes following cremation.

3. Who may apply for inurnment Space (Niche) in the Church's Columbarium?

The right to use a Niche for placement of ashes may only be granted to Church members (the "Church") and their immediate family members (spouse, child, grandchild, parent, or church member). The Vestry will be the administrative body that reviews and approves applications for the Right to Inurnment and Use of a Niche.

4. What will this cost?

The price for interment is currently under consideration (August 2024) and is subject to change by the Vestry as warranted. This amount includes the right to use the Niche, the service of interment, the engraving of name, date of birth, and death on the face of Niche, and the ongoing maintenance of the Columbarium.

5. What about additional costs, such as opening and closing costs customarily charged by commercial cemeteries?

These costs are all included in the price paid for the right to be interred. The Church will provide the Inurnment service and opening and closing of the Niche.

6. When would the payment for the right to use the Niche need to be paid?

Payment must be submitted with the Application for Right to Inurnment.

7. What assurance is there that the Columbarium will be properly maintained?

The Columbarium Vestry, acting under the direction of the Vestry, is responsible for overseeing the continual maintenance of the Columbarium and all records pertaining to it and its individual purchasers.

8. What type of inscriptions will be used on the Columbarium unit?

The inscription upon each Niche front shall be of uniform size, style, and format determined by the Vestry. The consideration paid for the right to be inurned shall include the cost of the inscription, which shall be performed under the direction of the Vestry. The maximum inscription shall consist of the following:

NAME OF THE DECEASED
YEAR OF BIRTH
YEAR OF DEATH

9. Will the Vestry assign the location of the Niches?

No. At the time of the purchase of the Right to Inurnment, the purchase may designate which Niche is desired from those available.

10. What proof will there be that the right to use a specific Niche has been purchased?

When the right to use a specific Niche is purchased, an Agreement will be executed by the purchaser and by either the Rector or the Senior Warden on behalf of the Church. A copy of the Agreement will be delivered to the purchaser, and the Church will retain a copy. The Church will maintain a permanent record of payments and the location of all designated niches.

11. What are the rules about leaving flowers or decorations in the Columbarium space?

The Columbarium space itself will remain free of decorations. The Vestry will work with the Altar Guild to provide a place for appropriate decorations.

12. What happens if the Right to Inurnment is purchased and later the purchaser decides he/she does not wish to be inurned in the Columbarium?

If a purchaser does not wish to be inurned in the Columbarium, he/she can sign an Agreement to release their Right to Inurnment, at which time the designated Niche will revert to the Church. The returned Niche will be placed into a pool of unsold Niche spaces, and the purchaser who returned the Niche will be placed in a chronological ordering of those who have returned Niche spaces. As Rights to Inurnment in Niche spaces are sold (regardless of the location of the space sold), the Church may refund 50% of the Right to Inurnment purchase price to the purchaser who returned an unused Niche space in chronological order of the return.

13. Can the purchaser of a Right to Inurnment transfer their Right to Inurnment to someone else?

No. The Right to Inurnment is personal to the individual who purchases the Right to Inurnment and may not be transferred except upon Vestry approval.

14. Under what circumstance is the Niche considered abandoned?

The space will be considered abandoned if, during 60 years, the person possessing the right to the space has not provided the seller with an updated address.

APPLICATION FOR RIGHT TO INURNMENT AND
COLUMBARIUM PURCHASE AGREEMENT

St. Paul's Episcopal Church
1101 South Blackburn Street
Brady, TX 76825
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I _____ ("Purchaser") hereby make this application to St. Paul's Episcopal Church – Brady, Texas, to purchase a Right to Inurnment in the Columbarium. I have read the Rules and Policies and agree to adhere to them in making this Application and Purchase Agreement. The Columbarium Purchase Agreement will include this Application, the Rules and Policies, the Certificate of Right to Inurnment, and the Niche Configuration Diagram.

Purchaser's Name: _____

Date of Birth: _____

Address: _____

Telephone Number: _____

Email Address: _____

1. Individual to be inurned: _____

Relationship of person to be inurned to Purchaser:

Inscription of the person whose cremated remains will be inurned:

Date of Birth: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Individual to be inurned: _____

Relationship of person to be inurned to Purchaser:

Inscription of the person whose cremated remains will be inurned:

Date of Birth: _____

Address: _____

Telephone Number: _____

Email Address: _____

The Church hereby acknowledges receipt of the sum of _____ (\$_____) Dollars from the Purchaser and the request to the Right to Inurnment in Niche Number _____ of the Columbarium of the Church, subject and upon the terms and conditions set in the Rules and Policies (as they may be amended from time to time). Purchaser hereby acknowledges reading and understanding the above Agreement and the attached Rules and Policies, which are a part of this Agreement. Purchaser further agrees to abide by such Rules and Policies.

PURCHASER

ST. PAUL'S - BRADY, TX

By: _____

By: _____

Printed Name

Printed Name and Title

Date: _____ Date: _____

Attachments: Rules & Policies; Niche Configuration; Definitions with Q&A

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CERTIFICATE OF RIGHT TO INURNMENT

This Certificate grants to:

-
- A Right to Inurnment in Niche Number ____
 - An Inurnment service conducted by the Rector
 - The inscription on the Niche face stone
 - The use of Niche space in Columbarium in perpetuity
 - Perpetual care of the Columbarium;

All subject to the terms of the Columbarium Purchase Agreement.

Dated this ___ day of _____ in the year of _____.

By: _____

(Printed Name and Title)

Release

THIS RELEASE OF THE RIGHT TO INURNMENT ("this "Agreement") is made and entered into this ____ day of _____ in the year of _____, by and among _____ ("Purchaser") and ("Church").

WITNESSETH

WHEREAS, Purchaser has previously purchased a Right to Inurnment in the Columbarium, Niche number ____ (the "Right to Inurnment") located at the Church dated on _____.

WHEREAS, the Purchaser now desires to release the Right to Inurnment and the Church;

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchaser hereby releases all right, title and interest in the Right to Inurnment in Niche number _____, dated _____;
 2. Purchaser further releases the Church from any and all liability and obligations under the Right to Inurnment dated _____
 3. The Church, by its signature below accepts this Release; and this Release shall be binding upon and inure to the benefit of the Purchaser, the Church and their respective heirs, successors and assigns.
- IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER

St. Paul's - Brady, TX

Printed Name

Printed Name and Title

Date: _____

Date: _____