

Rules, Policies, and Regulations Related to the Columbarium of Preston Hollow Presbyterian Church

9800 Preston Road, Dallas, Texas 75230

As Amended and Approved by the Session, Monday, May 24, 2004

I. Purpose

The Columbarium of Preston Hollow Presbyterian Church (the “Columbarium” and the “Church”) has been created to provide a space for depositing (“inurnment” of) cremated remains (“cremains”) of deceased Church members and other eligible persons.

II. Governance

- A. *The Columbarium Committee (the “Committee”).* The Columbarium is owned by and is part of the Church. The Committee administers, operates and maintains the Columbarium under a delegation of authority from the Session.
- B. *Committee Membership and Appointment.* The Committee shall consist of seven (7) persons, six (6) of whom shall be members of the Church (the “Congregational Committee Members”) and the seventh shall be an ordained minister on the Church’s staff (the “Minister”).
 1. The Congregational Committee Members, at least one of which shall be an ordained Elder, shall be appointed by the Church’s “Pastor” (head of staff) and shall serve three (3) year terms; provided, however, two of the initial Congregational Committee Members shall serve only a one (1) year term and another two (2) of the initial Congregational Committee Members shall serve only a two (2) year term. The Pastor’s appointments of the Congregational Committee Members shall be subject to Session approval and confirmation prior to December 31 of each year and the terms of service shall coincide with the Session terms of office. Any Congregational Committee Member may serve two successive three (3) year terms and may not be reappointed to serve again until having been off the Committee for at least one year. The initial terms of the Congregational Committee Members that are less than three (3) years shall not be considered in applying this rule. The Congregational Committee Members serve at the pleasure of the Session.
 2. The Minister shall be appointed by the Pastor from time to time as the Pastor deems Appropriate.
- C. *Committee Functions and Duties.* The Committee shall have authority to:
 1. Elect its own Chairman, Vice Chairman and Secretary/Treasurer.
 2. Subject to approval by the Session, adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special meetings, the establishment of a quorum and the procedures by which votes are taken or decisions are made. In the absence of the adoption of any such internal rules and operating procedures, the quorum shall be a majority of the Committee’s members, and actions shall be taken upon a majority vote of the Committee members in attendance.
 3. Subject to approval by the Session and consistent with these Rules, Policies and Regulations, establish policies for the sale of niches and the inurnment of cremains, and adopt and utilize contracts, forms and other documents necessary for or incidental to such sales and inurnments.
 4. Receive proceeds from the sales of niches and make disbursements or expenditures as the Committee deems necessary for the proper administration, operation and maintenance of the Columbarium, subject to accounting for such financial transactions to the Session upon request, but in any event, not less than once a year. The Committee shall also establish and maintain in the Church’s name such account or accounts with financial institutions as the Committee deems necessary in which to deposit receipts related to the Columbarium, including the proceeds from the sale of niches, and from which to make the disbursements or expenditures related to the Columbarium

5. Generally administer, operate and maintain the Columbarium consistent with these Rules, Policies and Regulations and the physical plans submitted to and approved by the Session, and maintain all records and documentation relating to the Columbarium, the sale of niches and all inurnments in the Columbarium

III. Eligibility for Inurnment

Inurnment in the Columbarium shall be limited to the cremains of any member or past member of Preston Hollow Presbyterian Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the inurnment of others may be honored if recommended by the Committee and approved by the Session.

IV. Fees

The current one-time fee for the right of inurnment in the Columbarium is \$1,500 per niche. This fee includes up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, transportation and other off-premises cost. The fee may be changed in the future by the Committee if approved by the Session. Current holders of Inurnment Rights will neither be reimbursed nor assessed additional costs if the fee changes.

V. Purchase of Niches

Each Niche in the Columbarium shall have a capacity of two urns. To purchase a niche, an eligible person should obtain a Columbarium packet from the Church office; this packet contains a copy of the Columbarium Brochure, the Columbarium Rules, Policies and Regulations and all applicable forms. The applicant should complete all appropriate forms and submit them, with payment in full, to the Committee. A member of the Committee will contact the applicant to insure that all information is correct and then submit the application to the Committee for final approval. When the application is approved, the applicant (now "Owner") will be issued a Certificate of Right of Inurnment ("Certificate").

VI. Selection of Niches

When an application has been approved, the applicant will have the right to select any niche(s) which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche.

VII. Waiver of Fees

Whenever he or she deems it appropriate, any called minister of the Church shall have the right to waive any part of or all the payment for a niche for anyone otherwise eligible, and who has recently died or for whom death is imminent. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivor(s).

VIII. Manner of Owner's Delivering of Orders

The Church and the Committee shall be held responsible only for written orders given in person or by certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the niche where inurnment is desired.

IX. Inurnment Procedures

- A. *Services.* Only an ordained minister serving Preston Hollow Presbyterian Church, or an ordained minister invited by the Pastor of the Church, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor or minister and the family of the deceased to be inurned.

- B. *Urns.* The only urn that may be used for inurning cremains in the Columbarium shall be the urn provided by the Committee and included in the fee charged for the niche. The name of the deceased shall be permanently affixed to the urn.
- C. *Inscription on Niches.*
 - 1. Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the inurnment rights shall include the cost of such inscription.
 - 2. Conformity of Text: The maximum inscription shall consist of the following:

(top line)	FIRST AND MIDDLE NAME(S) OF THE DECEASED
(middle line)	LAST NAME OF THE DECEASED
(bottom line)	DATE OF BIRTH DATE OF DEATH

(Month (as Jan., Mar. Apr.), Date (XX), Year (XXXX))
 - 3. Correctness of Inscription: An inscription order form will be provided in the Columbarium Packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Secretary. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates as filled in on the signed inscription order form.

X. Flowers, Ornaments, and Decorations

- A. *Floral Regulations.* Flowers or plants may be placed in the Columbarium area only as directed by the Committee.
- B. *Prohibited Ornaments.* The use of felt, crushed silk, or any other cloth in a Columbarium niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee and disposed of without notice or liability to the owner.

XI. Owner's Obligation of Notification

The owner of inurnment rights has an obligation to keep the Church notified concerning his or her current address, ownership changes and related information.

XII. Perpetual Care Fund

- A. Funds from the sale of niches in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:
 - 1. Routine Maintenance.
 - 2. Floral arrangements and seasonal plantings.
 - 3. Inscription and installation of engraved plaques on niches following inurnment.
 - 4. Insurance as required.
 - 5. Future additions, modifications and/or repairs to the Columbarium.
 - 6. Other uses at the discretion of the Columbarium Committee, subject to Session approval.

XIII. Transfer or Assignments

- A. *Right of First Refusal.* The Committee retains the right of first refusal to purchase the unused inurnment rights from any owner of such rights at the then current standard purchase price or the original purchase price, whichever is the lower, prior to the transfer or assignment of said rights to any other owner. Any new owner would have to meet the criteria in Article III of this document, Eligibility for Inurnment, and would be subject to approval by the Committee.
- B. *Removal.* Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the Church, with no compensation due to the Owner's estate.

- C. *Niche Use.* No cremains may be inurned in any niche except those for persons listed on the Certificate of Right of Inurnment for that niche.

XIV. Title and Retained Rights

The holder of a Certificate acquires no property rights in the Columbarium, any of its niches or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremains of the person(s) named on the Certificate in the specific niche also stated in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Committee, the latter shall take preference.

XV. Removal of Cremains by the Church

- A. Cremains may not be removed from the Columbarium without the written consent of (a) the Church and (b) the Owner (or his or her legal representative or successors) of the Right of Inurnment. The rules stated in this section, *Transfer or Assignment*, shall apply.
- B. In the event that the Columbarium requires repairs in order to maintain its integrity, the Owner agrees to permit the temporary removal of any cremains until those repairs are completed.

XVI. Security of Cremains

The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The holder(s) of the Inurnment Rights will assume the risk of the loss, destruction or desecration of the decedent's cremains from any or all other causes.

XVII. Termination of the Columbarium

The Right of Inurnment will continue as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement Columbarium will not be furnished at the new site, the Right of Inurnment will cease. In that event, the Church will notify the Owner (or his or her legal representative successors) that they must remove the cremains from the niche. If no one of such persons removes the cremains within a reasonable time or if no one of such persons can be contacted within a legal time, the Church has the right to relocate the cremains as it deems proper. No refund of any amount for the Inurnment Rights will be made.

XVIII. Personal Conduct in the Columbarium Area

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a Presbyterian Church. The Pastor and the Committee are empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

XIX. Protection Against Loss

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Committee sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the inurnment right holders.

XX. Amendment or Waiver of Operating Rules

The Session of the Church may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of these *Rules, Policies and Regulations*. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Session, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.