

BETHANY UNITED METHODIST CHURCH

MEMORIAL GARDENS

POLICIES AND PROCEDURES

**Approved 9-18-05 and amended 1-23-06
(spelling correction 3-1-09)**

- 1. Eligibility.** Bethany United Methodist Church (“Bethany”) has developed its columbarium, called Memorial Gardens for members of this church community. Because of space limitations, use of the columbarium is restricted. The cremated remains of only the following persons may be placed in the Memorial Gardens:
 - A. Members of Bethany and for members who have purchased niches their immediate family (which includes parents, spouses and children, whether natural, adopted, foster or step and siblings of such members),
 - B. A continuing visitor in Bethany services (which means a visitor for a minimum of ten times in the past year),
 - C. A former Bethany member or his or her immediate family, if the former member acquired use of the columbarium while a member.
 - D. All Clergy, past or present that were ordained or received ordination while in active service at Bethany or within six months thereafter and were on Bethany’s active paid staff for a minimum of four years. This provision also covers such Clergy’s immediate family.
 - E. Ordained members of the Southwest Texas Conference of the United Methodist Church, and others as proposed by the Senior Pastor and approved by the Board of Trustees

- 2. Authority.** A three member “Columbarium Committee” created by the Administrative Board and appointed by the Administration Board for three year staggered terms has responsibility to decide matters of policy that are not clearly set forth herein. The Columbarium Committee will report to the Board of Trustees at least annually. The committee shall maintain the books and records of operation consistent with the requirements of The Book of Discipline of the United Methodist Church and the policies of Bethany. The committee may, by writing and with approval of the Senior Pastor, delegate any of its responsibilities to a member of Bethany’s staff.

- 3. Formal Agreements.** To purchase use of a niche, a purchaser must fill out and sign an **Application for Purchase of Niche** (available from church office), which must list the persons whose cremated remains the Purchaser intends to place in a niche (the “Designee(s)”). The Application includes the representation that the

Purchaser has received, read and understood the **Policies and Procedures**. Upon payment to Bethany of the purchase price provided in the Application, Bethany will furnish a **Certificate of Purchase**. A Purchaser or Designee may from time to time utilize a Revised Information Sheet to update or correct information previously furnished, but Bethany shall not be responsible for revised information unless the Columbarium Committee has signed the Revised Information Sheet.

- 4. Transfer of Contracts.** If the Purchaser is the Designee, then, only to the extent necessary to accomplish inurnment of the Purchaser's cremated remains, the person legally entitled to make burial or inurnment decisions shall have the Purchaser's rights in the Certificate. Otherwise, the Purchaser may not transfer her or his rights under the Certificate to any party other than the Designee without approval of the Board of Trustees of Bethany. Bethany shall not be responsible to recognize any transfer of rights to the Designee during the Purchaser's lifetime unless the Purchaser notifies Bethany and receives an amended Certificate. Bethany shall not be responsible to recognize any transfer of rights to the Designee upon Purchaser's death unless Bethany has been notified and issued an amended Certificate to the Designee. Bethany has no obligation to approve any other transfer or to repurchase niches, but upon written request of the Purchaser and upon approval by the Board of Trustees, the Committee will endeavor to resell niches to eligible persons and refund to the Purchaser 90% of the then existing purchase price for the type niche involved. Such refund shall be made from proceeds of such resale or other funds, if available, and at the option of the Board of Trustees should it determine such amount will not be required for columbarium expenditures in a reasonable period.
- 5. Niches and Faceplates.** Niches are of uniform size, to be used for cremated remains of one person or two persons, depending on the Certificate of Purchase. One faceplate per niche is furnished by Bethany as a part of the price for a niche. Following inurnment, the Committee will have the faceplate engraved with the name, date of birth and date of death. The faceplates will be engraved in uniform sized lettering, approved by the Board of Trustees, with information from the Application or Revised Information Sheet. Any changes from that information will be at the expense of the party requesting change. Modification and decoration of niches or any other area of the columbarium are specifically and expressly prohibited.
- 6. Prices.** The Columbarium Committee shall, with approval of the Board of Trustees, from time to time set the appropriate price for niches and fees for related services. Bethany shall maintain a list of available niches and current prices available in the church office. A Purchaser needing financial assistance to

purchase a niche may apply to Bethany's Senior Pastor for help in defraying the cost. Any holder of a Certificate of Purchase covering a single niche who wishes to upgrade to a double niche shall pay the difference between (a) the then current price for a double niche, and (b) the price initially paid for the single niche. In addition, if there is already one urn in the niche and the faceplate has been engraved for a single person, an additional price to be determined by the Columbarium Committee must be paid to purchase a new faceplate and have it properly engraved. Clergy qualifying under Paragraph 1.D will be offered one free niche for either themselves or for themselves and spouse with a certificate to be issued only following application at time of need for a niche.

- 7. Committal Service.** Cremated remains shall be placed in the Memorial Garden at the joint convenience of the Pastor, Bethany, and the persons legally entitled to determine such arrangements on behalf of the deceased. No cremated remains may be placed in the Memorial Garden without a committal service. Any service at Bethany must be arranged with the approval of Bethany's Senior Pastor
- 8. Perpetual Care.** The columbarium area in Bethany's Memorial Garden is not and never will be a perpetual care cemetery as defined under the Texas Health and Safety Code. Any rights granted in the Certificate of Purchase referred to above are in the nature of a license and will not convey any legal title to the space in the Memorial Garden, which remains the property of Bethany.
- 9. Bethany's Rights to Move.** Bethany reserves the right to enlarge, reduce, remodel, eliminate, or relocate the Memorial Garden at Bethany's current, or any future Bethany location. If this occurs, Bethany may move existing niches to the new location. Bethany shall notify any existing Purchasers whose niches have not yet been filled of the new location of the niches. If Bethany ever ceases to maintain Memorial Garden, Bethany will at its sole cost and expense remove any urns, and the cremated remains shall be either scattered or inurned at some suitable location at the discretion of Bethany,
- 10. Removals.** A container of ashes may be removed only for good cause as determined by a majority vote of the Columbarium Committee, upon formal request by a party with legal authority to make such request. Any expense shall be borne by those requesting such action. All such openings and removals shall be fully documented, with Bethany being released from any and all further responsibility.

- 11. Duty of Purchaser to Inform.** The Purchaser is responsible to keep Bethany informed of his or her current address. The Purchaser must also inform Bethany if the Designee's remains are placed elsewhere.
- 12. Lapsed Certificates.** If a person identified on an approved Application or Revised Information Sheet dies and the reserved niche is not used for that person's cremated remains, the rights lapse, but a person with proper legal authority to do so may request Bethany to repurchase such right. Such repurchase will be at 90 per cent of the then current purchase price. In any event if no inurnment has occurred pursuant to a Certificate for a period of 25 years following the date of the last approved Application or Revised Information Sheet and Bethany has been unable to contact the Purchaser at the address provided in such document for three consecutive years, all rights under said Certificate will expire and Bethany may offer the niche for purchase by others.
- 13. Applicability of Policies and Procedures.** All holders of Certificates as well as all other persons with direct interest in the columbarium shall be subject to these Policies and Procedures and any amendments thereto.
- 14. Amendments.** In its annual report to the Board of Trustees, the Columbarium Committee shall recommend any changes to these policies and procedures that the committee considers advisable. The Board of Trustees may recommend amendments, whether they originate from the committee or not, to the Administrative Board. Amendments to these Policies and Procedures may be made only upon approval of a majority vote of Bethany's Administrative Board.