

Columbarium Policy
First Presbyterian Church
2100 4th Ave N, Birmingham, AL 35203

Purpose

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

Eligibility for Inurnment

Inurnment in the Columbarium shall be limited to the cremains of any member or past member of the Church, and members of their immediate family. Members of the 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 the member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and members of the 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.

Purchase of Niches

Each niche in the Columbarium has a capacity of two urns. To purchase a niche, an eligible person or representative should obtain a Columbarium packet from the Church office or download the packet from the Church website; this packet contains a copy of the Columbarium Policy, the Columbarium Reservation Agreement, and other applicable forms and information. The applicant should complete all appropriate forms and submit them, with payment in full, by mail or in person, to the church office. A member of the Committee or a representative of the Church will contact the applicant to ensure that all information is correct and to assist in choosing a niche location. This process will be expedited in cases where the niche is being purchased for a deceased person awaiting inurnment. A copy of the signed Columbarium Reservation Agreement will be returned to the applicant and serves as proof of the purchase of the niche and right of inurnment.

Fees

The current one-time fee for the purchase of a niche and the right of inurnment in the Columbarium is **\$1500 for a single capacity** (one urn) and **\$1800 for a double capacity** (two urns). This fee includes a brushed brass cremation urn engraved with the name of the deceased, opening and closing of the niche, a standard inscription on the granite face plate attached to the front of the niche, related administrative services, and perpetual maintenance of the Columbarium. It does not include the cost of cremation, transportation, other off-premises costs, or honorarium for the officiant of any inurnment service. 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.

Selection of Niches

When an application has been approved and payment has been received, 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.

Waiver of Fees

Whenever he or she deems appropriate for financial hardship reasons, any called minister of the Church, with the unanimous consent of the Committee, 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 the next of kin or representative.

Cancellation of Columbarium Reservation Agreement

This Agreement may be cancelled at any time before the inurnment of ashes, with the right to a full refund within the first 90 days after the signed contract is received at the church office or with a refund of 75% of the purchase after 90 days of receipt.

Changes to Columbarium Reservation Agreement

- A reservation may be changed from a single niche to a double niche by paying the difference in price between the two and signing a revised contract.
- A reservation may be changed from a double niche to a single niche by signing a revised contract. A refund will be given for the difference in price.
- The Owner may request a change of niche assignment prior to inurnment.

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.

Inurnment Procedures

Services. Only an ordained Minister serving First Presbyterian Church, or an ordained Minister invited by the Minister of the Church, shall be authorized to officiate at an inurnment service in the Columbarium. The service shall be held at the convenience of the presiding Minister and the family of the deceased to be inurned.

Urns. The only urns that may be used for inurning cremains in the Columbarium shall be ones provided by Homecoming, Inc., the Columbarium manufacturer. The name of the deceased shall be permanently affixed to the urn. The urns are provided as part of the purchase price of the niche.

Inscription on Niches

Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Committee and provided by Homecoming, Inc., the Columbarium manufacturer. The faceplate is engraved after the death of the niche holder. Examples of the inscriptions for single and double niches are provided as part of the Columbarium packet. The purchase price of the niche includes the cost of such inscription.

Correctness of Inscription: Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by a member of the Committee or a member of the Church staff. 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. Inscriptions shall be completed as soon as can be reasonably expected.

Flowers, Ornaments, and Decorations

Flowers or plants may be placed in the Columbarium area only as directed by the Committee. Flowers and plants used for an inurnment service will ordinarily be removed from the Columbarium area no less than 24 hours after the service concludes. Contributions for fresh flowers or other Memorial Gifts for the Columbarium/Chapel area may be arranged through the Church Office and the designated individual for flower ordering. No flowers, candles, or other decorations specific to one niche are allowed to be attached to a single niche, although they may be noted as specific to one niche holder. Memorial flowers shall be displayed in designated areas established by Committee.

Owner's Obligation of Notification

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

Columbarium Fund and Perpetual Care

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 and administration of the Columbarium, including the following:

- Routine Maintenance
- Insurance if/as required
- Future additions, modifications and/or repairs to the Columbarium
- Niche fee assistance
- Other uses at the discretion of the Columbarium Committee, subject to Session approval.

Donations are also encouraged to the First Presbyterian Church "Columbarium Fund" to help with perpetual care as outlined above. Contributions to the fund are tax-deductible to the extent allowed by law.

Transfer or Assignments

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 the section “Eligibility for Inurnment,” and would be subject to approval by the Committee.

Removal. Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Columbarium Reservation Agreement 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. The Church may work with the executor or legal representative or, at the Church’s discretion, the heirs of the deceased. The Church shall have the sole authority to determine a decedent’s rightful heirs and shall be indemnified by the estate for any cost, including attorney fees, in the event a dispute arises among the heirs of the deceased.

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.

Title and Retained Rights

The holder of a Columbarium Reservation Agreement 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 remains with the Church at all times. The Agreement attests only to the right to inurn the cremains of the person(s) named on the Agreement in the specific niche also stated in the Agreement. 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 Agreement and the administrative records maintained by the Committee, the latter shall take preference.

Removal of Cremains by the Church

Cremains may not be removed from the Columbarium without the written consent of (a) the Church and (b) the Owner (or the Owner’s legal representative or successors) of the Right of Inurnment. The rules stated in this section, *Transfer or Assignments*, shall apply.

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.

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.

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 heirs, legal representative or 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 reasonable 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.

Personal Conduct in the Columbarium Area

The Columbarium is part of the Church and all persons in the Columbarium/Chapel area are asked to respect this sacred space.

Rights of Visitation

The Columbarium/Chapel area of the Church is open during normal Church hours. Other times of visitation may be arranged at the discretion of authorized Church representatives.

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.

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.

Exemption:

First Presbyterian Church of Birmingham, as a duly organized religious institution, is exempt from the requirement of a certificate of authority for the operation of the aforesaid Columbarium, per the Code of Alabama, 1975, §27-17A-10(d).