

First Methodist Church Washington

**RESERVATION AND USE AGREEMENT
COLUMBARIUM GOVERNING POLICIES**

This Reservation and Use Agreement ("Agreement") made part of the Right of Internment for a Columbarium Niche and is made and entered into this _____ day of _____, by First Methodist Church Washington and _____ ("Purchaser").

DEFINITIONS

"Church" means First Methodist Church Washington.

"Church Representative" means the Senior Pastor or designee.

"Columbarium" means the portion of the Church grounds which includes the Columbarium and the immediate surrounding area (including path, hardscape, benches, and landscaping).

"Committee" means the Columbarium Committee consisting of individual members of the Church who have been appointed by the Senior Pastor.

"Niche" refers to the recessed enclosure for the placement of cremated human remains.

"Eligible Person" means baptized members of the Church, former baptized members of the Church, the Pastors and former Pastors of the Church, and the immediate family of such persons.

OWNERSHIP TITLE AND PROPERTY RIGHTS

The Church retains legal rights to the Columbarium and to all Columbarium niches. The Purchaser acquires no property rights in the Columbarium or its niches and agrees that the Church retains full and complete ownership and control of said Columbarium and niches.

ELIGIBILITY FOR Inurnment

Inurnment in the Columbarium is restricted to the cremated remains of members, pastors, former members, and former pastors of the Church, their parents, spouses, and children. All shall be known as an "eligible person." Exceptions to this eligibility may be made by the Committee.

COST OF ANICHE

The one-time fee to reserve a niche in the Columbarium shall be determined by the Committee and approved by the Senior Pastor. The fee includes the right of inurnment in the reserved niche, inscription on the niche, the two urn(s) and ongoing care for the Columbarium. The fee does not include the cost of cremation, the inscription on the urn containing the remains of the eligible person, or the fee to open the niche. The

Church may change the fee, but the current niche reservation holders will not be reimbursed or assessed additional costs if the fee is changed.

Purchase of a niche is purchase of a right of inurnment in the Columbarium only and does not entitle the Purchaser to a deed for such right. Tax deductions do not apply to the purchase of a right of inurnment; however, some purchasers may wish to seek independent legal advice regarding such purchase.

FINANCIAL STATEMENT

Reference of payment for a niche will not appear on statements of contributions to the Church.

COLUMBARIUM LOCATION

The Columbarium is, or shall be, located at 304 West 2nd Street, Washington, NC. The Church reserves the right to move the Columbarium to other locations within the properties of the church, or to another location should it become desirable or necessary.

RESERVING A NICHE

To reserve a niche, a person must submit full payment of the fee and a completed Right of Interment for a Columbarium Niche (attached hereto) form to a member of the Committee. The Committee will review each reservation form for compliance with applicable policies and procedures and confirm that the identified niche is available for reservation. If approved, the Committee representative will sign the Right of Interment form to indicate the Church's acceptance. The Committee will retain the originals and deliver copies of the signed Right of Interment form to Purchaser along with the signed Reservation and Use Agreement, and update the Columbarium records accordingly.

Once an application is accepted, the Purchaser has reserved a niche in the Columbarium and the fee is non-refundable.

SELECTING A NICHE

The Committee will maintain a list of niches that are available for reservation. Each submitted reservation must identify the selected niche. The right of a person to select a specific niche or niches is granted in the order in which the application is received as determined by the Committee.

CANCELLATION OF A NICHE RESERVATION

A person holding a niche reservation may cancel the reservation by providing written notice of cancellation to the Church Representative and the Committee, with no compensation due to the person or the designated person's estate or family.

CANCELLATION OF A NICHE RESERVATION WHEN A NICHE IS NOT USED

If the remains of the person designated on the final accepted reservation have not been inurned in the niche within either five years after the person's death or 120 years after the person's birth, the niche reservation will be cancelled, with no compensation due to the niche reservation holder or the designated person's estate or family. An exception may be made in the case of a person who donates their remains to science but wishes to reserve a niche with an engraved nameplate. Requests for extensions to the time may be considered and approved by the Committee.

CANCELLATION OF A NICHE RESERVATION WHEN REMAINS ARE REMOVED

If the remains of the person designated on the final accepted reservation are inurned in the niche and subsequently removed by a member of the deceased's family or to comply with law, The niche reservation will be cancelled, with no compensation due to the designated person's estate or family. Exceptions on a case-by-case basis may be made by the Committee.

TRANSFERRING A NICHE

The right to use a reserved niche may not be sold or otherwise transferred by the purchaser or any other individual. Such reservation may be surrendered back only to the Church. Upon such surrender, there shall be no refund of the original payment.

NICHE TYPE

The Columbarium will contain one size niche measuring approximately 7" x 7" x 22". Each niche may contain one or two urns. Each urn is limited to the cremated remains of one human person. No object other than urns of cremated human remains may be placed in any niche. Exceptions on a case-by-case basis, to include reservation of a Niche with a single eligible person, may be made by the Committee.

URNS

All urns shall be for cremated remains only and shall be of dimensions approved by the Committee. The urn shall be provided to the deceased's family or legal representative and Committee. The Committee is responsible to ensure the urns to be placed will fit in the niche. The purchaser is responsible for any inscription on the urn.

INSCRIPTIONS (Face Plates) ON NICHEs

Inscriptions on the face of each niche are limited to the name and years of birth and death of the deceased. The size and style of the inscription on each niche must be as prescribed by the Committee. Inscriptions will include the information shown on the final accepted reservation. The deceased's name may be permanently marked on the urn. The Committee will arrange for the inscription on the face plate and opening the Niche for an additional fee.

CERTIFICATE HOLDER'S MAILING ADDRESS

Each niche Reservation holder must notify the Church of changes to his or her mailing address and telephone number. Correspondence mailed by the Church to the holder at his or her last known address will be deemed received by the holder seven days after the correspondence is sent.

REMOVING CREMATED REMAINS

Cremated remains may be temporarily removed by the Church for purposes such as making repairs or improvements to the Columbarium. Otherwise, remains may only be removed with the joint written consent of both the Church and a member of the deceased's family or when required by law.

FUNERAL AND COMMITTAL SERVICES

Remains may be inurned in the Columbarium with or without a committal service. Funeral services may be held in the Church or in the Columbarium area. Only a Pastor of the Church or a person invited by the Senior Pastor of the Church may officiate at a committal service at the Columbarium.

FLOWERS, FLAGS, SIGNS, AND OTHER DECORATIONS

No flowers, real or artificial, shall be allowed in the Columbarium area except at the time of inurnment with the approval of the Senior Pastor. Flags, signs, and other decorations may not be placed in or near the Columbarium. Prohibited items may be removed and disposed of by the Church without notice or liability to the owner of the item of any niche reservation holder.

VISITING HOURS

The Columbarium shall be open to visitors at all times when the Church property is open to the public.

CARE FOR THE COLUMBARIUM AND LIMIT OF LIABILITY

The Church shall provide reasonable ongoing care for the Columbarium. However, the Church, and all persons acting on the Church's behalf, will not be liable for any loss or damage to the Columbarium, niches, urns, or cremated remains inurned in the Columbarium except upon the Church's or the Church's agents' negligence. The purchaser releases the Church and the Church's agents from any liability due to war, natural disaster, vandalism, or any actions beyond their control. The Church may purchase insurance for its own benefit to cover any such losses or damage but is not required to do so.

RECONFIGURATION OF THE COLUMBARIUM

The Church reserves the right to enlarge or remodel the Columbarium, or to remove the Columbarium and build a new Columbarium in a new location and abandon the use of the existing Columbarium in the event of the demolition or remodeling of the present Church edifice or its sale by the Church. In any of said events if any niche is affected, the Church may substitute for the affected niche another of substantially like size and character in which event the Purchaser shall have the same right in the substituted niche.

TERMINATION OF THE COLUMBARIUM

Niche reservations and rights of inurnment will continue as long as the present Columbarium stands and is owned by the Church. If the present Columbarium is to be sold or demolished and a replacement Columbarium will not be furnished, niche reservations will be cancelled, and rights of inurnment will cease. In that event, the Church will attempt to notify each niche reservation holder or purchaser that the reservation or niche right will be cancelled, and the Church will make all reasonable attempts to notify a family member of each person inurned in the Columbarium that the person's remains must be removed from the niche. If the Church is not able to contact a member of the person's family using information in the Church's records, or if the remains are not removed within a reasonable period of time, the Church may relocate the remains as it deems appropriate. No refund or payment will be due to the niche reservation holder or the person's estate or family in such event.

AMENDMENT OR WAIVER OF COLUMBARIUM POLICIES AND PROCEDURES

The Church reserves the right to alter, amend, and/or revoke the Columbarium Policy at any time and from time to time as necessary or appropriate in the best interests of the Church and its members. Purchasers will be notified of such changes.

SUBJECT TO LAWS

In addition to the policies and procedures, the Columbarium's installation, maintenance, inurnments, disinurnments, and removals shall comply with all federal, State of North Carolina, and Beaufort County laws, rules, and regulations to the extent they are applicable to the Church.

COMMUNICATIONS

Communications concerning the Columbarium and the Prayer Garden should be addressed to the Columbarium Committee.

ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and there are no collateral or oral agreements or understanding, and this Agreement shall not be modified, changed or terminated unless agreed to and signed by both parties.

PURCHASER: _____
Signature Printed Name

CHURCH REPRESENTATIVE: _____
Signature Printed Name

NICHE Location Scheme

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