



CHRIST CHURCH EPISCOPAL

Columbarium & Garden Interment Agreement

Policies and Procedures

THE COLUMBARIUM AT CHRIST CHURCH EPISCOPAL LAREDO, TEXAS

Columbarium and / or Garden Interment Agreement

Certificate Holder Name: _____ DOB: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

Spouse or other contact information

Name: _____ DOB: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

This Columbarium and Garden Interment Agreement is made by and between Christ Church Episcopal hereinafter called the "CHURCH," and the person or person identified after "Certificate Holder Name" above, hereinafter called the "Holder." The Holder agrees to purchase the right of interment, and the Church agrees to grant the right of use of the niche or niches of its columbarium or placement of loose cremains in the garden located at 2320 Lane Street, Laredo, Texas in accordance with the terms hereof. The Holder understands that the right conferred by this Agreement is not a right to any real property or equipment but simply the *right for cremains to be interred* in a particular space.

THE CERTIFICATE HOLDER AGREES:

1. To select a niche from the available inventory or to request that loose cremains be interred in the church gardens.
2. The sole right of Holder under this Agreement is the right to inter ashes of eligible persons in a designated niche of the Columbarium or Garden.
3. All memorial inscriptions will be placed by the Church on the front of the niche or plaque and shall contain such information and inscriptions as may be determined by the Church in accordance with the following Policies and Procedures. The fees for inscription will be in addition to cost of the niche.
4. Payments are to be made in full at the time of the execution of this Agreement or, at the discretion of the Church, pursuant to an agreed payment schedule, provided, however, that no use of the niche may be made until payment in full has been received by the Church.
5. Should payment not be made in full within the three-year purchase period, the Church will notify the applicant in writing via U.S. Post. If no agreement satisfactory to the church can be agreed upon within 4 weeks after the mailing, the niche will revert to the Church and the monies will not be returned. It is the applicant's sole responsibility to notify the Church of any address changes or financial issues that may affect payment.
6. To comply with all rules and regulations heretofore or hereafter promulgated and adopted by the Church for the operation of the Columbarium. The Holder acknowledges receipt of a copy of this Agreement and the following Policies and Procedures and understands and agrees to abide by the same.
7. To protect and indemnify the Church, and its Rector, employees, volunteers, and the Vestry, against any claim for damages or liability which may arise as a result of this Agreement or the Church's performance hereunder.

THE CHURCH AGREES:

1. To provide exclusive rights to the Holder to inter ashes of cremated remains in the designated niche of the columbarium or garden. (The number of remains interred will depend, at the discretion of the Church, upon size of the niche and the urns.)
2. To provide perpetual care and maintenance of the columbarium as explained in the Policies and Procedures section of this document.
3. To maintain accurate permanent records of interment rights and the name of the deceased and location in the columbarium where each person’s ashes have been interred.

IT IS MUTUALLY AGREED

1. That all rights conferred by this Agreement regarding Interment Rights are specific to the Holder and may not be sold, assigned or to otherwise transferred and may not be pledged as collateral for any loan; provided however, pursuant to the Rules and Regulations, a Holder may apply to the Church to transfer the rights herein granted to the then-applicable transfer fees as determined by the Vestry.
2. That there will be NO REFUNDS PERMITTED AT ANYTIME, NO EXCEPTIONS.

MISCELLANEOUS

1. Notices. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) two (2) days after it is deposited with the United States Postal Service, first class US mail, postage prepaid, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by personal delivery, courier delivery, electronic mail, facsimile transmission, or other commercially reasonable means and will be effective when received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the matters addressed herein. There are no oral representations, warranties, agreements, or promises between the parties not incorporated in writing in this Agreement.
3. Amendment. This Agreement may be amended only by an instrument in writing signed by the parties.
4. Choice of Law; Venue; Alternative Dispute Resolution. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Webb County. The parties agree to submit in good faith to an alternative dispute resolution process to resolve any dispute regarding this Agreement.
5. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and they shall be held only to the standard of ordinary care in performance; they do not intend to create a fiduciary relationship or the relationship of principal and agent, partnership, joint venture, or any other special relationship.

NICHE LOCATION:

Area: _____ Section: _____ Style: _____
 Letter: _____ Number: _____ # of urn spaces 1_2_3_4_

Payment amount: _____ Administrative Fees: _____

Payment in full is due at the time of the execution of this Agreement. At the discretion of the Church, a payment schedule may be approved, provided, however, that the columbarium may not be used until payment in full has been received by the Church.

Payment Schedule Desired by applicant.

_____ Payments in the amount of \$_____ Scheduled every _____ of the month

Initial Payment \$_____ paid on _____ of _____, 20_____

Balance \$_____ Payment Total: \$_____ Approved by Church: _____

Special Instruction:

IN WITNESS WHEREOF, the parties have executed this Agreement regarding interment rights this _____ day of _____ in the year 20_____.

Holder:

Signature of Holder

Printed Name of Holder

Christ Church Episcopal

Signature of Church Representative

Printed Name of Church Representative

INSCRIPTION INFORMATION

This information will be relied upon for engraving the inscription for the face of the niche. Name of Descendent as it should appear in the inscription. I understand that the small niche is designed for 2 urns and the large niche is designed for 4. However, should more than 2 or 4 be possible to accommodate I am listing additional names.

1. Name _____
Year of Birth _____ Year of Death _____

2. Name _____
Year of Birth _____ Year of Death _____

3. Name _____
Year of Birth _____ Year of Death _____

4. Name _____
Year of Birth _____ Year of Death _____

5. Name _____
Year of Birth _____ Year of Death _____

6. Name _____
Year of Birth _____ Year of Death _____

7. Name _____
Year of Birth _____ Year of Death _____

8. Name _____
Year of Birth _____ Year of Death _____

I hereby certify that I am the _____ (specify relationship) of the above-named deceased and the person legally authorized to make disposition of the remains of the deceased. I make this application in accordance with the Policies and Procedures of the Columbarium / Interment Agreement.

Holder Name: _____

Holder Signature: _____

Date: _____

Approved By:
Christ Church Episcopal, Laredo, Texas

Print Name: _____

Signature: _____

Date: _____

Beneficiaries:

1.) Name: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

2.) Name: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

3.) Name: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

4.) Name: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Number: _____ Alt. Contact Number: _____
Email Address: _____

POLICIES AND PROCEDURES
THE COLUMBARIUM AND GARDEN
AT CHRIST CHURCH EPISCOPAL LAREDO, TEXAS

STATEMENT OF PURPOSE

The Columbarium at Christ Church Episcopal Church (“Columbarium”) reflects a celebration of the end of earthly life and the promise of life eternal. The Columbarium will allow the Church to comfort its family members over the generations at times of death and bereavement. Interment within the Columbarium will provide a final consecrated resting place for private and community prayer and meditation.

DEFINITIONS

A-1. Church – The term "Church" as used herein, shall refer to Christ Church Episcopal Church, Laredo, Texas.

A-2. Vestry – “Vestry” shall refer to the Vestry of The Church.

A-3. Rector – “Rector” shall refer to the Rector of The Church, or in the event there is no Rector, then to the clergy person who is the acting Rector at the time of reference.

A-4. Pastoral Staff – the ordained clergy of the Church.

A-5. Church Staff – the administrative and clerical staff members employed by the Church.

A-6. Columbarium & Garden – the dedicated areas within the Church building and grounds for the perpetual care of loved ones in witness to the celebration of the end of earthly life and the promise of life eternal.

A-7. Columbarium Committee – The Church Vestry may at its discretion designate a Columbarium Committee whose members, shall be responsible for implementing the Policies and Procedures for the operation of the Columbarium. Any Committee so constituted shall report to Vestry and said Committee’s policies, procedures, and members are subject to the approval of Vestry.

A-8. Columbarium – the permanent structure within the Church and/or Church grounds that contains niches designed to hold the urns containing human cremains.

A-9 Garden – Areas on the church grounds where cremains may be inurned in an in ground niche or buried in the ground without a container in accordance with the current regulations of the State of Texas.

A-10. Application to Purchase a Right of Interment (“the Application”)– this Agreement shall serve as the Application; the Church may, at its discretion, unitize and an initial document required to request a Right of Interment.

A-11. Certificate of Right of Interment (“the Certificate”)– the Columbarium and Garden Interment Agreement, when fully executed and all consideration paid, shall serve as the Certificate of Right of Interment and no separate “Certificate” shall be issued evidencing the right to inter human cremains within the Columbarium.

A-12. Certificate Holder – one who has purchased a Right of Interment as evidenced by the Columbarium and Garden Interment Agreement, or his legal designee by the Church.

A-13. Cremains – cremated human remains of the deceased for the purpose of interment in the Columbarium or Garden.

A-14. Urn – permanent, standardized containers approved by the Vestry or Committee.

A-15. Inurnment – the placement of cremated remains in an urn.

A-16. Niche – one of several spaces in a permanent, specially-constructed framework, each niche having: (i) space for several urns in which human cremains are placed; and (ii) a uniform front upon which the identifying inscription is engraved.

A-17. Interment – permanent disposition of remains by placement in a niche or garden.

A-18. Inscription – uniformly engraved information identifying the cremains of the deceased. Refer to Inscriptions H-1 to H-3 of these Policies and Procedures.

A-18. Memorial Plaque – uniformly engraved information to identify and honor a deceased loved one, interred directly in the Garden. Refer to Inscriptions H-1 to H-3 of these Policies and Procedures.

A-19. Policies and Procedures – the policies and procedures as described in this document and in B-1 below.

GOVERNANCE AND SUPERVISION

B-1. Governance – The Columbarium located within the Church and/or Church grounds is owned by and is part of the Church. The administration, operation and maintenance of the Columbarium is the ultimate responsibility of the Vestry which may delegate certain powers, as appropriate, to the Committee with respect to the administration, operation, and maintenance of the Columbarium. The Vestry is authorized to provide a set of Policies and Procedures and to make any changes that may be required, from time to time, in such Policies and Procedures. The original Policies and Procedures and subsequent changes shall become effective upon approval by the Vestry.

B-2. Temporary Exceptions and Modifications – Special situations may arise in which the enforcement of a policy or procedure may impose unnecessary hardship. Therefore, the Vestry may, with the approval of the Rector, or in the absence of the Rector, the Diocesan Ecclesiastical Authority, temporarily amend, repeal, suspend or waive any or all of the Policies and Procedures.

Any such temporary exception or waiver shall in no way be construed to constitute a continuing waiver of a specific Policy or Procedure, unless specifically approved by the Vestry.

RIGHT OF INTERMENT

C-1. Subject to Laws - In addition to these Policies and Procedures, all interments and removals shall comply with all federal, state, and local laws, rules, and regulations to the extent they are applicable to the Church. Nothing herein shall be construed as a waiver of any exemption the Church is provided pursuant to such laws, rules, and regulations.

C-2. Fees - A one-time fee shall be collected by the Church for the Right of Interment in the Columbarium. This fee, as specified in the current Schedule of Fees, includes all costs directly associated with interment. Upon recommendation and approval by the Vestry, the fee may be changed from time to time. A Certificate Holder, as herein defined, will neither be reimbursed nor assessed additional costs if the fee changes.

The one-time fee for the Right of Interment **does not include** the cost of cremation, transportation, faceplate engraving or other off-premises costs. The customary fees and costs associated with religious or memorial services are not included in the one-time fee; a schedule of these fees and costs may be obtained directly from the Church.

C-3. Purchase of a Right of Interment - To purchase a Right of Interment, an eligible person may obtain the appropriate Application, a copy of these Policies and Procedures, and supporting materials from the Church office. Complete Application information, forms, Policies and Procedures, and supporting materials may also be downloaded directly from the Church website. The applicant shall complete all applicable forms and submit them to the Church. A Church representative will contact the applicant to ensure that all information is correct.

C-4. Exclusive Right to Use - Upon approval of the application and receipt of full payment, the Church shall deliver the executed Columbarium and Garden Interment Agreement to the applicant (now Certificate Holder), or their legal designee.

C-5. Selection - The Certificate Holder shall have the right to select any Niche(s) which are available at the time the application is approved. If more than one application has been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received.

C-6. Engravings of Faceplate and Memorial Plaque – As stated in section C-2 engraving costs of niche faceplates or garden memorial plaques are not included in the niche purchase or a garden interment. An eligible person may obtain the appropriate Application and Inscription Order Form from the Church office or website. The applicant shall submit the form to the Church. A member of the Church will contact the applicant to ensure that all information is correct and then submit the application to the Church staff for final approval. Upon approval of the inscription and receipt of payment, the Church will order the niche plate or memorial plaque.

C-8. Title and Retained Rights - Neither the Certificate Holder nor purchaser of a Memorial Plaque acquires property rights in the Columbarium, Garden, any of its niches, memorial plaques, or any of the Church's property. Legal title to the Columbarium remains with the Church. The Certificate of Right of Interment attests only to the right to inter the remains of the person(s) named on the Certificate in the specific location listed in the Certificate. In the event of a discrepancy between the Certificate and the administrative records maintained by the Church, the latter shall take preference.

C-9. Certificate Holder's Obligation of Notification - It shall be the duty of the Certificate Holder to notify the Church office of any change in mailing address and related information. Notice sent to a Certificate Holder at the last address on file in the Church office shall be considered sufficient and proper legal notification for all.

ARRANGEMENTS FOR INTERMENT SERVICES

D-1. Pastoral Services - The Rector and staff of Christ Church shall have complete authority for all religious services of committal as defined by *The Book of Common Prayer*. The committal service shall be at the convenience of the clergy and the family of the deceased to be interred. Only ordained clergy serving Christ Church Episcopal Church, or ordained clergy invited by the Rector of the Church, shall be authorized to officiate at an interment service in the Columbarium. The interment shall be in the manner directed by the Pastoral Staff.

D-2. Application for Memorial Services - A family representative, or their legal designee, is responsible for making interment arrangements with the Church in accordance with the applicable provisions of the Section 711.002, Disposition of Remains. Duty to Inter, Texas Health and Safety Code.

D-3. Responsibility for Identity - The Church shall not be liable for ensuring the identity of the human cremains delivered for interment.

D-4. Interment Permits - Any permits for interment required by applicable federal, state, or local laws must be secured and furnished by the Certificate Holder, the family of the decedent or the funeral director. In no event shall the Church be responsible for acquiring any such permits.

D-5. Urns and Engraving - Interment shall be made only in the urn approved by the Church. The face of the niche and/or memorial plaque shall be uniformly engraved only with the deceased's name, date of birth and date of death, as provided on the Inscription Order Form.

D-6. Opening and Closing of Niches and garden interments- The Church shall arrange for the opening and closing of niches and garden interments at the time of interment. Cost is included in the original purchase price of the niche or garden interment certificate.

D-7. Content of Niches -Only urns and ~~human~~ cremains are permitted in the niches.

DISINTERMENTS AND REMOVALS

E-1. Removal for Profit Prohibited - Removal of cremains so that the niche interment rights may be sold for profit, or removal contrary to the express wish of the original Certificate Holder, is repugnant to the ordinary sense of decency and is absolutely forbidden.

E-2. Removal from Niche Location - The urn(s) containing cremains may be removed from the original niche upon the written consent of (a) the Church and (b) the Certificate Holder (or his or her legal representative or successors). If the move is requested by the Certificate Holder (or his or her legal representative or successors), then the Certificate Holder (or his or her legal representative or successors) will be charged the current cost of removal and the rights to the niche shall revert to the Church, with no compensation due to the Certificate Holder's estate. If the move is at the convenience of the Church, there will be no charge to the Certificate Holder's estate (or his or her legal representative or successors).

E-3. 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 Certificate Holder(s) will assume the risk of the loss, destruction, or desecration of the decedent's cremains from any or all other causes.

E-4. Relocation / Removal of the Columbarium - The Church expressly reserves the right, at any time, for any reason, and at the sole and unfettered discretion of the Church, to move the Columbarium and/or Memorial Plaques to another location within the Church campus. In the event that the Columbarium and/or Memorial Plaques are moved to another location within the Church campus, the Church shall exercise reasonable effort to locate and notify the last known representative of each person interred in the Columbarium or garden of the new location.

If for any reason, The Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of The Church (which may be the governing authorities of Episcopal Diocese of West Texas or The Episcopal Church) be removed to a location they designate. Cremains directly interred in the Garden will remain. Columbarium niche remains will be removed by The Church at its own cost and placed in that alternate site. In such event, the Church shall give not less than 60 days' notice of the intended disposition of the Columbarium and its contents by certified mail to the address of the last known representative of each person interred in the Columbarium.

E-5: Temporary Removal for Repairs - In the event the Columbarium requires repairs in order to maintain its integrity, the Certificate Holder agrees to permit the temporary removal of any cremains until those repairs are completed.

E-6: Waiver of Liability - Neither the Church nor its employees, the Rector, the Wardens, nor any Vestry member, shall be liable for any claim or damages arising in

conjunction with the Columbarium or from any cause except for loss resulting from the gross negligence or willful misconduct of said party or parties.

In any event, the amount recoverable for such claim or damages shall be limited to the total amount paid by the Purchaser for said rights and, due to the difficulty of determining the extent of any such recoverable amount, said interment rights payment shall constitute the entire liquidated damages thereof.

Each Certificate Holder agrees that their execution of the Application to Purchase Right of Interment acknowledges: (i) their receipt of consent to, and agreement to fully comply with these Policies and Procedures, as may be amended from time to time; and (ii) that these Policies and Procedures include certain waiver of rights and potential claims.

TRANSFERS OR RE-ASSIGNMENTS

F-1. Unilateral Transfer by Certificate Holder Prohibited - All rights conferred shall be exclusive to the Certificate Holder and shall not be assignable or transferable by unilateral act of the Certificate Holder. This includes any exchange for value, inter vivos gift, testamentary transfer, or pledge as collateral for any loan.

F-2. Right of First Refusal - The Church retains the right of first refusal to purchase any unused interment rights from any Certificate Holder 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 must meet the criteria for Eligibility and shall be subject to approval by the Church.

F-3. Transfer of Rights - Should the Church elect not to execute its Right of First Refusal; a Certificate Holder may make a request in writing to the Church to transfer or assign the Certificate Holder's rights to an eligible transferee. The request shall state the criteria for eligibility of the proposed transferee, as defined in these Policies and Procedures. The Church shall approve such request provided it finds the proposed transferee eligible.

Upon approval of the request, the first Certificate Holder shall surrender his/her Certificate of Interment Rights and the eligible transferee shall complete the Application process. Upon approval of the eligible transferee, the Church shall issue a new Certificate of Interment Rights to the eligible transferee. The eligible transferee, now Certificate Holder, shall be bound by these Policies and Procedures.

F-4. Transfer Charges - All transfers of ownership of a Certificate shall be subject to a fee found in the current Schedule of Fees. The charge shall be paid by the original Certificate Holder before the transfer is recorded and the new Certificate is issued.

F-5. Limitations - If any niche is not used within fifty (50) years of the purchase of interment rights AND the Certificate Member (or his or her legal representative, successors, or immediate family) is no longer known to the Church, the Church will be free to reassign such niche.

FLOWERS, ORNAMENTS, DECORATIONS

G-1. Floral Regulations - No flowers or plants shall be placed in the Columbarium, Garden or any other part of Christ Church buildings and grounds at any time, with the exception of temporary decorations during special services, subject to the consent of the Pastoral Staff.

G-2. Other Ornaments, Decorations - The use of felt, silk, satin, velvet, or other cloth in or on a columbarium niche is prohibited. No boxes, cans, shells, toys, wreaths, metal, signs, cards, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the Columbarium or Garden, and if so placed, the Church reserves the right to have any such articles removed and disposed of without notice or liability.

INSCRIPTIONS

H-1. Uniformity of Engraving - The engraving on each face shall be of a uniform size and font as determined by the Church.

H-2. Conformity of Text - The inscription shall consist only of the name of the deceased, date of birth, and date of death.

H-3. Correctness of Inscription - An Inscription Order Form will be completed and signed by the person(s) entitled to do so. The information on this Form will be relied upon when engraving the face of the niche and/or Memorial Plaque. Arrangements will be made by the Church for the engraving, in accordance with the names and dates so furnished. As stated in section C-2 and C-6 the certificate holder will incur the cost of engraving.

CONDUCT OF PERSONS WITHIN THE COLUMBARIUM

I-1. Church Decorum - The Columbarium is part of the Church, and all persons entering the area of the Columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in the Church.

I-2. Enforcement - The Rector, Vestry and the Church Staff are hereby empowered to enforce all Policies and Procedures and to exclude from the Columbarium any person violating the same.

PERPETUAL CARE

J-1. Funds Reserved to Columbarium - Funds from the sale of Certificate(s), gifts, and memorials in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Vestry, as a perpetual care fund for the upkeep of the Columbarium, to include the following:

- a. Routine maintenance and landscaping.
- b. Future additions, modifications and/or repairs.
- c. Other uses at the discretion of the Church, subject to Vestry approval.

J-2. Insurance - The Church may carry such insurance for its own benefit upon the Columbarium and its contents as the Church sees fit; however, there is no obligation upon the Church or the Vestry to provide any insurance for the benefit of the Certificate Holder(s).

SEVERABILITY

If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these Policies and Procedures shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

CERTIFICATION OF APPLICANT

I, _____, hereby certify that I have read, understand, and agree to the Policies and Procedures set forth above.

Signature: _____ Date: _____

*Christ Church Episcopal, 2320 Lane St., Laredo, TX 78043
(956) 723-5714
christchurchlaredo@gmail.com*