

**POLICIES AND PROCEDURES
FOR OPERATION OF THE COLUMBARIUM**

at

**COKER METHODIST CHURCH, INC.
231 E. NORTH LOOP RD, SAN ANTONIO, TEXAS 78216**

1. PURPOSE

The Columbarium of Coker Methodist Church, Inc. (henceforth called the “Church”) provides a ministry to the congregation by establishing and maintaining a final resting place, consecrated in a spirit of dignity and reverence, for the ashes of loved ones at eternal rest with our Lord.

2. DEFINITIONS

- (a) Coker’s Columbarium is a series of walls with panels containing niches for the inurnment of cremated human remains.
- (b) Niche – a recessed compartment in a wall panel in which containers of cremated human remains are placed. Each niche has space for two containers.
- Exclusive Right – A Purchaser with exclusive right to use a niche shall pay the scheduled cost for the niche as determined by the church at the time of purchase and shall be entitled to name one or two persons whose ashes are to be inurned in that niche.
 - Non-exclusive Right – A Purchaser with non-exclusive right to use a niche may pay the scheduled cost for the non-exclusive right to use a niche at the time of purchase and shall be entitled to name one person whose ashes are to be inurned in that niche if the Purchaser (a) desires to inurn ashes of only one person and (b) agrees that the Church may assign the remaining space in the niche. The Church shall retain discretion to grant or deny such request for shared, non-exclusive use of a niche and to assign the remaining space in the niche.

The remains of pets are not allowed to be placed in a niche. With the exception of temporary decorations during special services, no flowers, plants, photographs or other articles will be permitted outside the niche and, if so placed, the Church reserves the right to have any such articles removed and disposed of without notice.

- (c) Purchaser – one who has purchased the use of a niche; the record owner of the niche rights as evidenced by the Agreement.
- (d) Container – a permanent, standardized 5 ¾”x5 ¾”x7” polished, lacquered bronze box, commonly called a cremation urn, supplied by the Church to be used to hold the cremated remains of the decedent in a niche. Cost of the container is included in the purchase price of the niche.
- (e) Inscription – Engraved information on the faceplate of each niche that includes only the name of the decedent, date of birth, and date of death. Titles, awards, degrees, or other information are not to be included in the inscription. Cost of the inscription is included in the purchase price of the niche.
- (f) Decedent is the person whose cremated remains are placed in a cremation urn for inurnment in a niche.
- (g) Inurnment is the process of placing cremated remains in a container, called an urn, followed by placement of the urn in a final resting place (ex. niche, mausoleum, urn garden).
- (h) Interment is the act of burying a body or a container (urn) of cremated remains in a final resting place below ground (ex. cemetery).

(i) Inter vivos gift – a legal term referring to the transfer or gift made during one’s lifetime.

3. RESPONSIBILITIES OF CHURCH FOR THE COLUMBARIUM

The use and maintenance of the Columbarium and the assignment of the niches and memorial plaques therein are the responsibility of the Church. From time to time the Church may delegate all or any part of this responsibility to a Columbarium Committee.

The Church will establish and permanently maintain the Columbarium Record. The Columbarium Record will be the official record of the following:

- (a) the Policies and Procedures governing the Columbarium;
- (b) a completed and signed copy of each Purchaser’s *Application and Purchase Agreement Regarding Inurnment Rights in the Coker Columbarium* (herein after referred to as “Agreement”);
- (c) the number and location of each niche;
- (d) niches and space in niches which have been allocated or reserved;
- (e) the designation of the person(s) whose ashes are to be inurned according to an approved Agreement;
- (f) the designation of the person(s) memorialized with a plaque according to an approved record;
- (g) the current address of each individual named in the Agreement, which shall be the sole responsibility of the Purchaser to furnish to the Church;
- (h) such other matters as the Church may designate.

All inurnments, disinurnments, 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.

4. APPROVAL FOR ACQUISITION OF INURNMENT SPACE

Any person may purchase inurnment space in the Columbarium. The application must be accepted by the Church, which has the sole authority to determine who may acquire space for inurnment in the Columbarium. While eligibility for inurnment shall in no way be exclusive to individuals falling in the following categories, priority shall be granted to members or former members of the Church, ordained pastors of the Methodist Church, employees of the Church, spouses, parents, grandparents, children and grandchildren of the above, and individuals eligible to be buried in the Coker Cemetery.

5. CHANGE OF SUBSCRIBER ADDRESS

It shall be the responsibility of the Purchaser and any successors to notify the Church of any change in contact information. Notice sent to a Purchaser at the last address on file in the Church records shall be considered sufficient and proper legal notification for all purposes.

6. SUBSCRIPTION PRICE

The price of each niche and memorial plaque shall be set forth in the *Schedule of Fees*, attached hereto and incorporated herein by reference. This price shall include the initial acquisition cost of the memorial plaque or the niche, polished, lacquered bronze box urn and ID plate, granite faceplate and inscription, the opening and closing of the niche at time of inurnment(s), and the perpetual care and maintenance of the Columbarium and the Columbarium Record. This price does not include any fee to approve a transfer of the right to the niche or to reopen a niche.

No inurnment shall be permitted in, or engraved inscription made upon the faceplate of, any niche until the purchase price has been paid in full and the *Information for Inurnment of Cremated Remains* has been accepted.

Any permits for inurnment required by applicable federal, state or local laws must be secured and furnished by the Purchaser, the family of the decedent, or the funeral director. In no event shall the Church be responsible for acquiring any such permits.

7. TERMINATION OF RIGHTS

If no use is made of an entire niche or a separately designated space within 75 years of the date of the Agreement and neither Purchaser nor any person who is a designee as listed in the Columbarium Record can be located by the Church, the Purchaser's rights shall lapse and the space(s) shall revert to the Church with no right of refund to the Purchaser or heirs.

8. RETAINED PROPERTY RIGHTS

The purchase of a niche space or placement of remains in a niche does not confer any property rights in the Purchaser. The Columbarium and any interest in any niche are not subject to the laws of the State of Texas relating to cemeteries, and no Purchaser or persons claiming under said Purchaser shall assert said laws with regard thereto. The Church retains the absolute right, in its sole discretion, to enlarge or remodel the Columbarium, or to remove, relocate or cease to operate the same.

If the Columbarium is relocated, the Church shall substitute another niche of substantially the same size and character at no cost and in which the Purchaser shall have the same rights in such substituted niche as are granted hereby, subject to the terms, conditions, limitations and provisions hereof.

If the Columbarium ceases to be in existence, the Church or its successors shall use reasonable efforts to notify the Purchaser or surviving Successor Owner by letter at the current address provided, and afford them the opportunity to remove urns from the Columbarium. In the event the Purchaser or Successor Owners have died and their ashes are inurned, then the Church shall use reasonable efforts to notify the Alternate Contact Person listed on the Agreement, by letter at the current address provided, and afford them the opportunity to remove urns from the Columbarium. If the effort is unsuccessful, the Church shall arrange for the urns to be maintained for at least three years after the Columbarium is discontinued. Thereafter, the Church or its representative may inter or scatter or otherwise dispose of unclaimed ashes in an appropriate manner.

If for any reason the Church ceases to exist, all property and facilities, including the Columbarium, become the responsibility of the current Conference of the Methodist Church.

9. RESPONSIBILITY FOR IDENTITY

The Church shall not be liable for ensuring the identity of the person whose cremated remains are sought to be inurned.

10. ARRANGEMENTS FOR INURNMENT AND VISITATION

The Columbarium is part of the Church. All persons entering the area of the Columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in a Church. Coordination of the Pastoral Staff is required for all religious services.

11. OPENING AND CLOSING OF NICHES

The Church will arrange for the opening and closing of niches at the time of inurnment(s). Cost is included in the purchase price of the niches.

12. DISINURNMENTS AND REMOVALS

Removal for Profit Prohibited: Removal of cremated remains so that the niche inurnment right may be sold for profit, or removal contrary to the express wish of the Purchaser, is repugnant to the ordinary sense of decency and is absolutely forbidden.

Removal from Niche Location: Cremated remains and the niche inscription may be removed from the original niche in the Columbarium upon written request to and approval by the Church. If the removal of the remains is requested by Purchaser or Successor Owner, then that individual will be charged the applicable fee for removal and restoration/replacement of the niche faceplate. If the move is at the convenience of the Church, there will be no charge to the Purchaser.

13. LIABILITY

The Church will endeavor to exercise reasonable care in the maintenance of the Columbarium. However, neither the Church nor its officers, members, employees or agents shall have any liability of any kind whatsoever for the maintenance or preservation of the cremated remains of any person inurned in the Columbarium or for any item placed within the niche, other than as set forth within the Agreement.

14. APPLICATION AND PURCHASE AGREEMENT REGARDING INURNMENT RIGHTS IN THE COLUMBARIUM

Application for inurnment rights and a niche shall be made in writing on forms provided by the Church and as described in Section 711.002, *Texas Health and Safety Code* (which may be amended or superseded from time to time). Compliance with the aforementioned *Code* is solely the responsibility of the applicant. The application, entitled the *Application and Purchase Agreement Regarding Inurnment Rights in the Columbarium*, shall identify the Purchaser (owner of record). The applicant must consent to be bound by the policies governing the Columbarium. The Agreement by the Church grants the right to inurn cremated human remains of one or two persons in a niche.

15. INFORMATION FOR INURNMENT OF CREMATED REMAINS

Information for inurnment in a purchased niche of a Purchaser shall be updated in writing on the *Information for Inurnment of Cremated Remains* section of the Agreement. The *Application* shall be submitted to the Church for review/acceptance. If accepted, the *Application* is signed by the Church and returned to the Subscriber with a copy retained by the Church. The Church may refuse to inurn the cremated remains of any person, in which event the Church shall offer to refund and tender to the Purchaser a sum equal to the non-tax deductible portion of cost at time of purchase for the niche in which inurnment is refused.

16. AGREEMENT REGARDING A MEMORIAL PLAQUE

Memorializing of a person who has been or is to be interred, inurned, or scattered at a location other than in a niche within the Columbarium may be accomplished with the purchase of a Memorial Plaque to be placed upon a Memorial Wall within the Columbarium, set aside for this purpose. A Plaque may contain the name of one or two decedents. The Plaque will match the granite faceplates on the Columbarium niches and will be furnished by the Church. It will allow for the name of the decedent(s), date of birth and date of death. Titles, awards, degrees, or other information are not to be included in the inscription. Cost of the inscription is included in the purchase price of the Memorial Plaque.

17. REFUND POLICY

Upon request, a Purchaser shall have the right to a refund from the Church of a sum equal to the non-tax-deductible portion of cost at time of purchase as shown on the *Application and Purchase Agreement Regarding Inurnment Rights in the Columbarium* for a Niche and on the *Application and Purchase Agreement Regarding Memorial Plaque Rights for a Memorial Plaque* with no interest thereon, less any applicable administrative fee as defined in the *Schedule of Fees*, upon surrender of the Agreement. This policy applies only to Niches which have not been used and Memorial Plaques which have not been inscribed.

18. 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.

19. MODIFICATIONS AND AMENDMENTS

The Church reserves the right to modify and amend these policies.