



Saint Mark

United Methodist Church

The Columbarium at Saint Mark

Throughout our lives, we are faced with a myriad of decisions, not the least of which is choosing the final resting place for loved ones and for ourselves. Saint Mark UMC can be part of those plans.

In our Christian faith, the church is where all of the seasons of life are taught, celebrated, lived, and honored: birth, baptism, confirmation, marriage, and worship of God, spiritual growth, and the journey of death. The word columbarium comes from the Latin term "columba" meaning dove, and originally referred to compartmentalized housing for doves. What better way to envision our journey through life and death, than as doves reaching for heaven.

The Columbarium at Saint Mark offers the opportunity to members and families of the church to have their cremated remains inurned in a place of honor and quiet reflection, and indeed within the loving arms of this community of faith. It is located just outside the sanctuary where it flows into the beautiful courtyard area. There is space for a committal service at the time of placement in a niche, as well as a place for visitation by family members and friends at any time.

The Columbarium at Saint Mark is designed as a permanent structure to house 190 niches, each with an external measurement of 12" x 12" x 12". The interior niche space is 11½" x 11½" x 11½" in which to house one or two urns. Enrollment in the Saint Mark Columbarium will allow you to select and reserve your niche at the time of purchase. The price of one niche is \$2,250. Granite faceplates are included in the price of the niche. There is an opening fee of \$300 per inurnment, which may be paid in advance or at the time of placement. Engraving service is typically obtained prior to the time of inurnment, and the cost of engraving is covered in the opening fee. Ongoing care and maintenance of the Columbarium niches, structure, and related grounds are the responsibility of Saint Mark UMC.

To arrange the purchase of a niche, please read the enclosed information. Payment terms may be available when niches are purchased in advance of placement. You may direct your questions to the church office. When you are ready, please make an appointment with the Church Office to complete paperwork and execute the agreement.



Saint Mark
United Methodist Church
"Experience Jesus. Be like Jesus."

Deanna Holmes
Financial Manager

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Saint Mark United Methodist Church
Columbarium
Rules and Regulations
Dated as of _____

- 1) Columbarium Management -The Trustees of Saint Mark United Methodist Church (the "Church), in keeping with the Book of Discipline of the United Methodist Church, shall at all times maintain control of the Columbarium.
- 2) Columbarium - The Columbarium shall consist of niches for the inurnment of up to two (2) urns of cremated human remains.
- 3) Eligibility - The Columbarium shall be used for the inurnment of: (a) current and former members of the Church, (b) spouses of current and former members of the Church, (c) children or step-children of such members and their spouses, (d) grandchildren of such members and their spouses, (e) parents or step-parents of such members, and (f) current or former ordained ministers of the Church, their spouses, children and step-children.
- 4) Reservation of Niche(s) - Reservation of niche(s) shall be arranged with the Church Administrator or other person(s) designated by the Trustees for such responsibilities. Fees cover the niche reservation, inscription of the faceplate and perpetual care of the Columbarium facility and surrounds. All fees shall be paid prior to interment of the cremains within the Columbarium.
- 5) Inscriptions - Engraving shall be of a uniform size, font and composition prescribed by the Columbarium Committee. The Grantee or representative(s) or assigns of the Grantee or the deceased is/are responsible for providing the Church with the legal name and dates for birth and death of the deceased. Each niche will be inscribed only with the name of the deceased, date of birth and date of death. No other inscriptions or designations will be permitted.
- 6) Record of Inurnments - The Church shall maintain a record of each internment in the Columbarium. Records shall include the name of the deceased, dates of birth and death, and name of next of kin. Likewise, the Church shall maintain a record of licensed niches.
- 7) Accounting - The Church shall maintain all fees (and accounts thereof), donations, bequests or other funds received by the Church in connection with

the Columbarium in a segregated account within the designated funds of the Church.

- 10) Removal of Cremated Remains by Entities Other Than the Church – Upon request of a person or entity showing evidence of due authority, and upon payment of the Opening Fee, a niche may be opened and the cremated inurned remains of a deceased person may be removed by such person(s) authorized by law to do so and upon compliance by such person(s) with all requirements of state, municipal or other applicable laws. The Church may require as a condition to complying with such a request that the person(s) making said request release and indemnify the Church against all liability and expenses (including attorneys' fees) incurred in connection with such opening and/or removal.
- 11) Amendments or Waiver of Rules – The Trustees of the Church reserve the right, for just and reasonable cause, to modify, amend, suspend or waive any or all of the rules and regulations for the Columbarium as stated herein. The Trustees reserve the right to modify or amend pricing on niche licensing or pricing for associated services such as internment or disinternment as necessary. Said amendments, waivers, etc., shall be published and maintained by the Church.
- 12) Grantee's Obligation to Provide Contact Information – The Grantee of a right of inurnment has an obligation to keep Church notified concerning his or her current address and contact information. Neither the Church, nor the Church's Board of Trustees, shall bear any liability for any action taken without the consent of a Grantee if the contact information in the Grantee's file is not current.
- 13) Columbarium Management – All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of the Church and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. The Church may remove any and all improvements at any time, for any reason.
- 14) Use of Property – Niches or cremation sites are for the sole use of human cremated remains. Other uses of cremation space is prohibited.

- 15) Identification of Cremains – The Church, its employees or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the church for placement within a cremation space.
- 16) Access to Church Grounds – The Church reserves the right to refuse entrance to anyone on the church grounds, to the Columbarium area other than by a property owner or relative of a property owner or to any other person or persons it deems objectionable for any reason. The Church reserves the right to set hours that the columbarium/memorial garden will be open or available for visiting or services.
- 17) Personal Conduct in the Columbarium – The Church Columbarium is on the Church premises, and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a church. Any Minister, staff member or employee of Church or member of the Committee is empowered to enforce these Rules and Regulations and to exclude any person(s) violating these Rules and Regulations.
- 18) Disturbance of Cremains – The cremation space or area intended for the sheltering of the Grantee's cremains was the expressed wish of the Grantee. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a court order from such a court having authority to demand such a change.
- 19) Decorations – The Columbarium will not be able to accommodate flowers, decorations of any kind, etc. The grounds will be cared for by the Church staff.
- 20) Right to Alter and Use Property – The Church reserves the right to change the boundaries and make improvements as it sees fit. The Church reserves the right of ingress and egress as may be necessary.

SAINT MARK UNITED METHODIST CHURCH

COLUMBARIUM USE AGREEMENT

THIS COLUMBARIUM USE AGREEMENT (this "Agreement") is made on this _____ day of _____, 20__ by and between Saint Mark United Methodist Church (hereinafter the "Church) and

_____ (hereinafter individually or jointly the "Grantee") for the use of Columbarium Niche No(s) _____ for _____ inurnment(s) (collectively, the "Niche").

WHEREAS, the Church has a columbarium (the "Columbarium") on its property located at 2901 Columbiana Road, Vestavia Hills, Alabama 35216 to be used for the inurnment of cremated human remains; and

WHEREAS, the Grantee desires to reserve the use of said Niche(s) for the inurnment of designee(s) (the "Designee") in the Columbarium and the Church desires to grant same, subject to the terms, provisions and limitations of this Agreement.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Grantee has paid to the Church the sum of \$2,250.00 for the reservation and use of the Niche (the "Use Fee"). The Grantee may place cremains for up to two Designees in each Niche. The Grantee shall pay to Church the sum of \$300.00 each time the Niche shall be opened for the placement of cremains (the "Opening Fee"), which shall include all costs of opening the Niche and the associated engraving fee. The Grantee and the Designees are set forth in the attached Exhibit A.

2. The Church grants unto the Grantee a right to use the Niche as described and located upon the grounds of the Church, pursuant to the terms and conditions of this Agreement, and pursuant to the Rules and Regulations for Columbarium Use (the "Rules and Regulations") as promulgated by the Trustees of the Church (attached hereto as Exhibit B and incorporated hereby, and as subsequently amended by the Trustees of the Church). The Grantee understands that the inurnment privilege granted herein is one of use only and no ownership interest or right of tenancy in the Niche designated shall pass by operation of this Agreement. The Grantee understands that the Church reserves the right to move the Columbarium in its sole discretion.

3. The Grantee or its family member shall be responsible for placing the cremains of the Designee in the Niche. The Church shall be responsible for opening and closing the Niche.

4. Legal title and rights to the Niche shall at all times remain with the Church. Legal title of the cremated remains shall remain with the Grantee and its heirs or assigns.

- a) The rights hereby granted to the Lessee upon payment of the Use Fee are and shall for all purposes be deemed to be intangible personal property rights only and shall not be assigned or otherwise transferred by the Grantee.
- b) If the Grantee finds it necessary to relinquish the Niche after payment of the Use Fee and said Niche has been unused, the Church has the right to release the Niche and the Church will refund to the Grantee the original Use Fee (less \$500.00 of administrative cost). If said Niche has been previously used and is vacated, the Grantee shall not be entitled to any refund of the Use Fee or any Opening Fees.
- c) In the event (i) the Church shall move the Columbarium and the Niches at its own discretion pursuant to Section 2, or (ii) damage, flooding, construction or reconstruction of additions, or any other reasons seen or unforeseen by the Church requires movement of the Columbarium and the Niches, used or vacant, to another location, such movement will be performed at the discretion of the Church.

5. This Agreement shall continue for as long as Grantee is in compliance with the terms and conditions of this Agreement and the Rules and Regulations.

6. The Grantee understands that the Columbarium is not a perpetual care cemetery, nor a permanent maintenance cemetery, nor a free care cemetery. The Church does intend, to the best of its ability, to maintain the Columbarium in a tasteful, reverent, and dignified state befitting the sanctity of the purpose of a columbarium within a church. The Church does not expect or require the Grantee or Grantee's family to contribute additional fees for such care and maintenance.

7. The Church has taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer and services. By reserving a Niche, the holder of the right of inurnment, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains.

8. The Church will make reasonable precautions to protect the Niche and its contents from loss or damage but will not assume any liability for causes beyond its control including, but not limited to, acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of the Church shall be limited to no more than the amount of the money paid for any contracted items.

9. Responsibilities of Grantee –

- a) The Grantee or representative(s) or assigns of the Grantee or the deceased are responsible for cremation in accordance with the applicable laws of the State of Alabama and for the costs associated therewith. Grantee may use a funeral home or cremation service of their choice and such costs will be the responsibility of the Grantee.
- b) The Grantee is responsible for acquiring or purchasing the urn(s) of the approved size and/or dimensions and for delivery to the Church.
- c) The Grantee or representative(s) or assigns are responsible for proper identification of the cremains to be inurned and shall permanently mark the name of the deceased and date of death on or attached to the urn to be inurned.
- d) A committal service must be performed for all inurnments. Said service must be planned and performed by the minister(s) of the Church, or by person(s) designated by the minister of the Church, in consultation with the Grantee, the deceased's family or assigns.

10. The Church may carry insurance for its own benefit regarding the Columbarium, as it sees fit; however there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment or his/her heirs, beneficiaries, and legal representatives.

11. This Agreement shall be governed by the laws of the State of Alabama, without regard to its conflicts of law principles. The Grantee understands that this Agreement shall be binding upon his or her heirs, executors, administrators, successors, assigns, legal representatives, and agents.

IN WITNESS WHEREOF, which, the parties have executed this Agreement as of the date first above written.

Grantee(s):

Saint Mark United Methodist Church:

By: _____

**Saint Mark United Methodist Church
Columbarium Niche Designee Information**

Grantee(s): _____

Phone #'s: _____

Email: _____

Address: _____

**Please be sure to fill out this Designee Information with the
Full Name that would be engraved on the Niche.**

Designee: _____ DOB _____ DOD _____

Designee: _____ DOB _____ DOD _____

Grantee Signature _____ Date _____

Grantee Signature _____ Date _____

Saint Mark UMC Representative _____ Date _____

If it is necessary to contact anyone after this information is provided, the Committee will normally contact the Grantee(s). However, if the Committee is unable to contact the Grantee(s), please list any persons the Committee may contact regarding use of Columbarium:

Name: _____ Relationship: _____

Phone #'s: _____

Address: _____

Name: _____ Relationship: _____

Phone #'s: _____

Address: _____