

# **GREENVILLE UNITARIAN UNIVERSALIST FELLOWSHIP GREENVILLE, SOUTH CAROLINA COLUMBARIUM POLICY AND OPERATING RULES**

The Columbarium Policy and Operating Rules have been established to assure that the procedures for inurnment and memorializing are carried out in an orderly and consistent manner, and to describe and explain the services provided by the Fellowship in connection with these activities.

**MANAGEMENT:** The Memorial Garden Committee of the Fellowship shall supervise the use, management and maintenance of the Columbarium and Memorial Wall. The Memorial Garden Committee will have the authority to amend, change or modify these operating rules including the Fee Schedule, which shall govern all activities and services relating to the Memorial Garden, subject to the approval of the Fellowship Board.

**DESCRIPTION:** The initial Columbarium shall consist of eighteen (18) Niches, and an integrated Memorial Wall with Memorial Plaques (hereafter, "Columbarium"). The Niches will be uniform in size and appearance and used for the inurnment of the ashes of cremated human beings (hereafter "cremains"). Each Niche will have a specific identification indicating location. The initial Memorial Wall shall be designed to hold up to thirty (30) Plaques which will be uniform in size and appearance. Each Niche or Plaque shall be engraved with the name(s) and dates of birth and death of the deceased and an optional third line subject to approval of the Memorial Garden Committee. The style, size and proportion of all engraving will be determined by the Memorial Garden Niche to insure a uniform appearance. The Niches and Memorial Plaques may be purchased upon payment of designated fees and execution of required documents.

## **ELIGIBILITY:**

1. The Columbarium Niches shall be restricted to the inurnment of:
  - a. Individuals who are members of the Fellowship at the time of purchase,
  - b. Immediate Family members (Spouses, Partners, Children, Step-children) regardless of religious affiliation,
  - c. Prior Members of the Fellowship or their immediate family members as defined above,
  - d. Former ministers of the Fellowship or their immediate family members as defined above, or
  - e. Other persons, upon written request, approved by the Memorial Garden Committee.
2. The Memorial Plaques shall be restricted to the same individuals mentioned above.
3. Anyone whose cremains have been scattered in the Scatter Garden or inurned in a Niche is not eligible to be also memorialized with a Memorial Plaque.

4. A Niche may only be purchased for a human. However, pet cremains may also be inured with the human cremains. There is no additional charge to include pet cremains at the initial opening and closing of the niche. However, if pet cremains are added later, an additional opening and closing fee will apply.
5. A Memorial Plaque may only recognize a deceased human.

**PURCHASE OF NICHES AND PLAQUES:** Anyone may purchase a Niche or a Memorial Plaque as long as the eligibility rules mentioned previously are met. However, priority will be given to Fellowship members should the need arise. The purchaser will be allowed to select a Niche from those available. Once assigned, the location will not be changed so long as the Certificate of Ownership has not been terminated. The purchaser of a Niche will be given a Certificate of Ownership only after the full payment of all appropriate fees. *The purchase of a Niche is purchase of the use of the interior space of a Niche in perpetuity, and no interest in real property is conveyed by such purchase. The purchaser involves no ownership in the Columbarium and its property. The legal title to all Niches shall at all times remain with the Fellowship.* A schedule of current required fees is attached as Exhibit A to these policy and rules. *The fees may change in the future as recommended by the Memorial Garden Committee and upon approval by the Fellowship Board.*

**LIABILITY:** Purchasers of Columbarium Niches agree that the Greenville Unitarian Universalist Fellowship, its members and staff will not be liable to any subscriber, heirs, successors or assigns for unauthorized removal of cremains or for damage to Columbarium Niches and/or their contents caused by malicious mischief, vandalism, weather, war, civil disturbances or acts of God.

**SALE OR TRANSFER:** The right to use a Niche may be sold or transferred only if approved by the Memorial Garden Committee upon written request to the Memorial Garden Committee. If the owner of the Niche dies and is not inured in the Niche then the Certificate of Ownership shall transfer to the appropriate heir who may designate use by another individual. However, eligibility for inurnment shall remain constant as stated previously. Designation of the person to be inured may be changed by a request in writing from the rightful owner of the Certificate of Ownership to the Memorial Garden Committee at any time prior to death.

**TERMINATION:** The rights granted under the Certificate of Ownership shall lapse upon the happening of one or more of the following events:

1. Cessation of operation of the Columbarium (in which event the purchase price shall be refunded by the Fellowship, exclusive of interest, costs or other penalty) to the owner of the Certificate of Ownership. Cessation may occur should the congregation ever relocate its campus or cease to exist as a congregation.
2. In the event that no inurnment shall have occurred within five years after the death of the person to whom a certificate of ownership has been issued, upon written notification, the Memorial Garden Committee may terminate the contract unless the family representative, a spouse or partner, or lineal descendant shall have advised the Memorial Garden Committee in writing of an intention to have the cremains inured in the space.

Upon lapse of the rights claimed by the Certificate of Ownership, the Fellowship shall be entitled

to resell such rights.

**ADDRESSES:** It shall be the responsibility of the purchaser to keep the Fellowship advised at all times of the current mailing addresses of themselves, the person for whom the Niche is purchased, and of the next of kin of the designee. The purchaser will normally be the individual that the Fellowship would contact for any reason.

**ACCOUNTING:** The Fellowship will receive all payments and disburse all expenditures in a separate account to be known as The Columbarium Fund (hereafter, the "Fund") apart from, and entirely separate from, the general Fellowship Operating Fund. Appropriate annual audits and reviews will be performed in accordance with the Fellowship's regular accounting procedures. The records shall also include all accounting for both construction and perpetual care. These Fund accounting records shall be open and available for inspection by members of the Fellowship and eligible persons upon reasonable notice. Any surpluses generated after all expenditures have been satisfied will remain in the Fund. However, if the Fund balance exceeds \$6,000, the Membership of the Fellowship may direct by congregational vote that up to 50% of the Fund balance may be used for unexpected Capital expenses or emergency operating expenses with the understanding that the amount transferred shall be replenished at such time as is feasible. Notwithstanding the above restriction, the Fellowship Board may transfer at its sole discretion any balance exceeding \$15,000 to the Fellowship General Operating Fund or any other Fellowship Fund(s) it so chooses.

**RECORDS:** The Fellowship Office shall be the custodian of all books and records of the Columbarium, including all Certificates of Ownership of Columbarium Niches. Such records shall include, but shall not be limited to:

1. For all persons who have reserved Niches:
  - a. The Application for Purchase,
  - b. The Certificate of Ownership,
  - c. A Personal Information Sheet containing the deceased name, date of birth and death, next of kin or legal representatives and other contact information, and
  - d. Any other pertinent information.
2. For Memorial Niches:
  - a. Application for Purchase, and
  - b. Personal Information Sheet containing the deceased name, and date of birth and death.
3. A diagram of all used and available Niches.
4. A listing of all inurnments.
5. Accounting records of all Columbarium related income, expenses including construction and maintenance expenses, fund balance and any other required or appropriate accounting information. While it is the responsibility of each purchaser to determine the deductibility for income tax purposes of any part of the purchase price of a Niche, the Memorial Garden Committee will provide, if requested, a statement of the actual construction cost of the Niche to the purchaser of the Certificate of Ownership.

**MEMORIAL PLAQUES:** The Memorial Plaques and engraving will be uniform in size and

appearance as determined by the Memorial Garden Committee. The engraving and placement will be handled by the Memorial Garden Committee. The name, date of birth and date of death will be engraved on each Plaque. The Plaques will be stacked based on date of death. The cost and fees for the Memorial Plaque are listed in the Fee Schedule (Exhibit A).

#### **INURNMENT:**

1. **Memorial Services:** A private service for the inurnment of cremains may be, but is not required to be, designed by a minister of the Greenville Unitarian Universalist Fellowship in consultation with the family of the deceased. It will be the responsibility of the deceased family to determine what, if any, service will be done and who may conduct the service. It is not required that the minister of Greenville Unitarian Universalist Fellowship or any other ordained minister conduct the inurnment ceremony.
2. **Containers:** The container of the cremains of the person to be inured in the Columbarium shall be provided by the deceased's family or legal representative, and that family or representative shall be responsible for the cost of each container. The container should be permanent, shall be capable of withstanding the elements, and shall be suitable for removal and transportation in the event such removal and transportation becomes advisable or necessary. A Niche may have one or two containers of deceased persons. The interior dimensions of each Niche shall be approximately (12" high x 12" wide x 18" long).
3. **Other Items:** Pet cremains in a container as described above, flags, decorations or other memorabilia will be permitted at no charge inside the Niche as long as they are placed inside at the time of inurement of the deceased. Pet cremains may be added later subject to the payment of the Reopening and Closing fee.
4. **Niche Covers:** Engraving of Niche Covers will be of a predetermined uniform size and appearance as determined by the Memorial Garden Committee. The Fellowship will provide for such engraving as a part of the fee prescribed in the current Fee Schedule (Exhibit A). Each Niche Cover will be inscribed only with the name(s) and dates of birth and death of the deceased. An optional third line may also be added with an appropriate remembrance of the deceased person subject to approval of the Memorial Garden Committee. Niches containing the remains of two persons will be inscribed with such information for both persons. No other inscriptions, including names of pets, will be permitted.

**Right to Remove Cremains and Niche Covers:** A Niche may be opened and the contents removed only for good cause as determined by the Memorial Garden Committee and after the appropriate fee is paid. However, the Fellowship will allow movement of the cremains to another location upon receiving legal authority from a designated heir of the deceased. Removal of cremains terminates the right to further or future use, and the Niche will revert to the Fellowship. Any expenses including relocation will be borne by those requesting such action. Also, the Fellowship retains the absolute Right, in its discretion, to remove containers of cremains, Niches and Niche covers and to relocate all or any part of the Columbarium (including Niches) as it may deem necessary or advisable. If it is necessary to relocate an existing Niche for any reason, the Fellowship will provide another Niche for the cremains and will endeavor to advise the next of kin of the new location and the reason for the transfer. All openings and removals shall be fully documented with the Fellowship being released from any and all responsibility.