

**CHRIST UNITED METHODIST CHURCH**  
**MEMORIAL GARDEN POLICY**

**Statement of Purpose:** Christ United Methodist Church, Farmers Branch, in furtherance of its mission to provide for the spiritual well-being of its members and church participants, establishes The Christ United Methodist Church Memorial Garden. The Memorial Garden will also extend the relationship between the Church and its family of members over the generations and through the Trust herein established, provides for the perpetual stewardship of the Memorial Garden and its facilities. To these ends, Christ United Methodist Church publishes these policies and regulations:

**Definitions:**

1. Christ United Methodist Church shall be referred to herein as “the Church.”
2. The Christ United Methodist Church Memorial Garden shall be referred to herein as “the Memorial Garden” and shall include the columbarium, memorial garden, wall of remembrance, landscape, and hardscape which is contained therein.
3. The term “Trustees” as used herein, shall refer to the Christ United Methodist Church Board of Trustees.
4. The term “Member” as used herein, shall refer to any church member.
5. The term “Non-Member(s)” as used herein shall refer to those with no current or prior formal membership in the Church.
6. The term “inurnment” as used herein shall mean the placement of crematory urns in niches, and not the placement of cremated remains in urns.
7. The term “Memorial Plaque” as used herein shall mean plaque to be placed on the Wall of Remembrance or other statuary or item in memory of a person whose remains are not inurned in the Memorial Garden. Eligibility for the placing of a Memorial Plaque is the same as that for inurnment.
8. Immediate family members include:
  - spouse of the member or past member;
  - parents or step-parents of the member or past member;
  - children or step-children of the member or past member; and
  - spouses of children or step-children of the member or past member.

**Eligibility:**

The Columbarium and Memorial Garden are intended for the use of Church Members (past or present) and members of their immediate family (as defined above); any ordained United Methodist minister or diaconal minister and their immediate family members.

The application for any non-member for a Right of Inurnment or placing of a Memorial Plaque shall require the approval of the Memorial Garden Committee in consultation with the Senior Pastor.

Cremated human remains only can be inurned in accordance herewith.

**Governance:**

The Memorial Garden is the property of the Church and will be managed and maintained as set forth herein.

The Memorial Garden Committee (“the Committee”) shall be a subcommittee of the Trustees and shall report directly to the Trustees. The Committee shall be comprised of 3 non-trustee persons, a representative of the Trustees and the Church’s Senior Pastor (or other staff clergy designee). The at-large Committee members shall be selected by the Church Nominating Committee. Each at-large Committee member shall serve a 3-year term with the terms alternating, such that in the initial year of existence, one member will serve a one (1) year term, another will serve a two (2) year term, and the third will serve a three (3) year term. In each year thereafter, each new Committee member will serve a three (3) year term.

The use and maintenance of the Memorial Garden, the assignment of location of niches and memorial plaques in the Columbarium, and determination of fees shall be the responsibility of the Memorial Garden Committee. The Committee will establish and maintain The Christ United Methodist Church Memorial Garden Record. The Memorial Garden Record will be the official record of:

1. The Policies and Regulations governing the Memorial Garden;
2. A copy of each Memorial Garden Application and Purchase/Donation Agreement;
3. The number and location of each niche;
4. The designation of the person(s) whose ashes are to be inured or memorialized and the location of each designated space, according to a member’s approved Agreement;
5. The current address of each designee, which shall be the sole responsibility of the member to furnish to the Committee;
6. A complete schedule of past and current fees.
7. Any and all other matters as the Committee may designate.

The Committee will use reasonable care to protect all urns inurned which the Committee will maintain to the same extent as the Trustees maintain other parts of the Church property. The Church, the Trustees, and the Committee disclaim all responsibility and shall be relieved of any liability for loss or damage from causes beyond its reasonable control, including without limitation, damage caused by the elements, acts of nature, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, or order of any military or civil authority, whether the damage be direct or collateral.

**Plan and Use:**

1. The initial configuration of the Columbarium will have two modular units consisting of 40 niches each which will accommodate a maximum of 160 urns. Space is available to add an additional 160 niches should the need arise. The location and number of each niche becomes part of the Memorial Garden Record and the spaces shall be used only for the inurnment of human ashes in crematory urns. Each niche will be approximately nine inches by nine inches by eighteen inches in size. Niche doors will be opened, closed, and secured only by the Committee and will remain securely locked at all other times. The name of the individual whose remains are inurned in the Columbarium must be designated in the Application. Identification of the individual whose remains are inurned will be by engraving on the niche door. The engraving for each door will be standard and similar to all others and will allow space for the name, year of birth, and year of death. The engraving of the niche door will be the responsibility of the Committee. An urn will be engraved on its lid with the name, date of birth, and date of death. The cost of any other personalized engraving on its top will be paid separately by the member. The provision of accurate names and dates will be the sole responsibility of the member.
2. Niches will hold one or two urns. Applications will be for the entire niche, whether for an individual or for two members.
3. Urns will consist of a closed container which will provide permanent inurnment and which can be fitted in the niche space. The urn will be provided by the Church, the cost of which is included in the purchase of a Right of Inurnment. If an individual so elects, they may use an urn of their choice as long as it fits within the niche. No adjustment will be made in the price of the niche.
4. An individual may apply for space(s) for his or her own use or the use of other designated individuals by executing an Application for Right of Inurnment and tendering the applicable fee. The name of the individual whose remains are to be inurned in the Columbarium must be designated in the Application. However, if a person has reserved a space for himself or herself in a niche, the other space in the niche may, subject to the approval of an Application by the Committee, be reserved for family of the person by designating "family of (member)" instead of the specific family member's name.

5. An individual may also apply to have a plaque placed on the Wall of Remembrance by executing an Application for same and tendering the applicable donation. The name of the individual must be designated in the Application. Identification of the individual will be by engraving on a memorial plaque permanently affixed to the Wall of Remembrance situated in the Memorial Garden. The engraving for each memorial plaque will be standard and similar to all others and will allow space for the name, date of birth, and date of death. The engraving of the plaque will be the responsibility of the Committee.
6. The Committee shall approve or disapprove each person's Application. The Committee will act on the application immediately upon submission. Applications approved by the Committee shall become the Member's Approved Agreement and be processed in accordance with these Regulations. If the Application is disapproved, the Committee will return the tendered fee or donation.
7. A niche shall become available to an approved person upon the payment of the applicable fee in effect at the time of purchase. The person shall then have the right to select his or her desired niche location in the Columbarium. The approval of a member's Application and the payment of the applicable fee convey only the right of the applicant, or designee thereof, to be inurned. The Right of Inurnment is not to be construed as ownership of any property by the member.
8. The Right of Inurnment cannot be transferred to another person outside of the immediate family without specific written approval by the Memorial Garden Committee. The transferee must meet the same criteria for inurnment as the original holder. At its discretion the Church may repurchase the niche as determined by the Memorial Garden Committee at a price as published in the Schedule of Fees.
9. Arrangements for cremation and placement of cremated remains in urns shall be the responsibility of the member(s).
10. The space within the Memorial Garden and around the Columbarium is limited. Therefore, additional ornamentation, flowers, or other displays of respect shall not be permitted except for flowers associated with a Service of Inurnment or those specific occasions designated by the Church as Memorial Days.
11. Removal of urns shall require a written request and permission of the Committee. Once used for the inurnment of ashes, the niche cannot be reused. The face plate of the niche may remain on the niche as a permanent memorial of the person previously inurned.
12. All opening and closing of niches must be arranged through the Committee. For dual members with an Agreement for the use of a single niche, there will be no additional opening or closing cost for the second inurnment. However, there will be an additional service charge for any other re-opening of a niche.

13. If a niche is voluntarily vacated or if a member's privilege is surrendered, all rights with respect to the niche shall lapse without any obligation on the part of the Church to return any fee, and the space(s) shall revert to the Church. A niche may be deemed voluntarily vacated or surrendered if a letter is sent to the last known address of the member or designated person, or to his or her personal representative, requesting a statement as to the person's intent and no response is received within ninety (90) days of mailing.
14. If a niche has not been effectively designated for use or is not used upon the death of the last person(s) for whose ashes the niche is designated, and if no person exists who is entitled to exercise the member's privilege for that space or niche, all rights with respect to the niche shall lapse and the niche shall revert to the Church.
15. If no use is made of a niche within twenty-five (25) years of the date of the Agreement and neither member(s) nor any person who is a designee as listed in the Memorial Garden Record can be located by the Committee, the member's privilege shall lapse and the niche(s) shall revert to the Church.
16. No remains may be inurned without a committal service. The worship or memorial service used in the inurnment into the Columbarium will be conducted by one or more of the Church's ordained ministers or their designees as approved by the Church's Senior Pastor. Exceptions must be approved by the Committee.

#### **PERPETUAL CARE FUND**

Funds from the sale of Rights of Inurnment in excess of initial costs and associated expenses shall be maintained by the Church as a perpetual care fund for the upkeep of the Columbarium and other gardens of the Church.

#### **Payment:**

The Committee shall regularly review and establish the amount and terms of the fee appropriate for the approved right of inurnment or donation for the placing of a Memorial Plaque or other memorial statuary. This must be paid at the time the Agreement is tendered to the Committee. Any personalized engraving of an urn will be paid by the member as an additional cost of inurnment in the Columbarium.

In the event of a default in payment, the Committee will make a reasonable effort to contact the member and/or designee in order to establish new terms of payment applicable for the Church and the member. If a payment default continues for more than six (6) months, the Committee may declare the member's privilege revoked without any requirement for notice to the member and the niche(s) shall revert to the Church.

**Amendment:** These regulations may be amended or repealed by action of the Trustees of the Church. Any amendment or repeal will be effective when entered in the Memorial Garden

Record. The Memorial Garden Committee will use reasonable efforts to notify the approved member(s) by letter at the address provided by the member(s) and on file with the Church.

#### **TERMINATION OF THE COLUMBARIUM**

The Right of Inurnment will continue as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and if a replacement Columbarium is not constructed at the new site, the Right of Inurnment and Certificate will automatically terminate and be of no further force or effect. In such event, a Committee Member will notify the Holder that the Holder must remove the Cremated Remains from the Assigned Niche by a specified date. If the Holder fails to remove the Cremated Remains by the specified date, or if the Holder cannot be located due to the failure of the Holder to notify the Director of Finance of the current or forwarding address and/or phone number, then within a reasonable period of time thereafter, but not to exceed 60 days, the Committee shall have the right to relocate the Cremated Remains in the Assigned Niche as the Committee deems necessary and proper in its sole discretion. No refund of any of the Fees will be made as a result of such termination.