

1. PREAMBLE

- a. **ASBURY UNITED METHODIST CHURCH** (the “Church” or “Asbury”) and its **BOARD OF TRUSTEES** (the “Trustees”) are adopting this document to govern the erection and use of **THE COLUMBARIUM OF ASBURY UNITED METHODIST CHURCH** (the “Columbarium”)
- b. In keeping with *The Book of Discipline of the United Methodist Church*, the Trustees shall at all times have full control of the Columbarium.
 - i. A Columbarium Committee (see 2a) shall be appointed to develop plans for the construction and installation of the Columbarium and to oversee the initial sale of Niches within the Columbarium.
- c. The Columbarium shall consist of an appropriate number of Niches to meet anticipated initial demand, uniform in size, for the inurnment of the ashes of the cremated remains of Eligible Persons. The Trustees reserves the right to construct additional Niches within the Columbarium as the needs of the Church dictate.

2. GOVERNANCE

- a. **THE COLUMBARIUM COMMITTEE** (the “Committee”) appointed by the Trustees shall consist of no more than six persons, which shall be comprised of members of the Church.
 - i. The Committee will remain in place through the completion of the Columbarium project and for one year thereafter. Subsequently, the Trustees will assume the duties of the Committee and may delegate operation of the Columbarium to the Church Administrator or other staff members at their discretion (the “Administrator”).
- b. **COMMITTEE FUNCTIONS AND DUTIES:** The Committee shall have authority to:
 - i. Elect its own Chairman and other officers if so desired by the Committee.
 - ii. Adopt, subject to approval of the Trustees, its own internal rules and operating procedures, including the date and times of meetings, the procedures for calling said meetings, the establishment of a quorum and the procedures by which votes are taken or decisions are made. In the absence of the adoption of any such internal rules and operating procedures, the quorum shall be a majority of the Committee members, and actions shall be taken upon a majority vote of the quorum of members in attendance.
 - iii. Consistent with these Rules and Regulations, and subject to approval by the Trustees, establish policies for the sale of Rights of Inurnment (i.e. rights to possession of Niches) and adopt and utilize contracts, forms and other documents necessary for, or incidental to, such sales and Inurnment.

- iv. During the period in which the Committee is authorized to function, generally administer, operate and maintain the Columbarium consistent with these Rules and Regulations and the physical plans submitted to and approved by the Trustees. The Committee shall be accountable to the Trustees in all matters.
 - v. In exercising its duties, the Committee may not obligate the Church to any debt.
- c. **COLUMBARIUM ADMINISTRATOR FUNCTIONS AND DUTIES:** The Columbarium Administrator (the “Administrator”) is responsible for:
- i. Receiving proceeds from the sales of Rights of Inurnment and making disbursements or expenditures as the Committee deems necessary for the proper administration, operation and maintenance of the Columbarium, subject to accounting for all Columbarium-related financial transactions, such as itemized sales and expenses, to the Trustees and/or Finance Committee upon request, but in any event, at least once a year.
 - ii. Establishing and maintain, in the Church's name, such account or accounts with financial institutions as the Administrator deems necessary in which to deposit receipts related to the Columbarium, including proceeds from the sale of the Rights of Inurnment and from which to make the disbursements or expenditures related to the Columbarium.
 - iii. Maintaining all records of the sale, ownership, Inurnment, contact information of Holder and locations of available Niches, and as otherwise necessary or appropriate.
- d. **ELIGIBILITY:** The Columbarium shall be used only for the inurnment of the cremated human remains of (a) current and former members of the congregation of the Church, (b) spouses or domestic partners of such members, (c) children or step-children of such members and their spouses or domestic partners, (d) the grandchildren of such members and their spouses or domestic partners, (e) the parents or step-parents of such members, (f) the siblings of such members, and (g) current or former ordained ministers or employed elders of the Church, their spouses or domestic partners, children and step-children, all of which classes of persons shall be deemed members of the Church for the purposes hereof (the Eligible Persons). The Columbarium Committee shall have the authority to make exceptions to the definition of Eligible Persons.
- e. **PRICING AND NICHE SELECTION:** The pricing, sale and process of selection of each Niche shall be governed by procedures in place at the time of purchase. Procedures for the pricing, sale and process of selection of the Niches in the initially-installed Columbarium will be

governed by the procedures outlined in Addendum A to this document. The Trustees shall have the option to revise these procedures, or reconstitute a Columbarium Committee to suggest such changes, at their discretion.

- f. **UNIFORMITY OF PRICE:** The price for future purchases of Niches may be changed, but the purchase price shall be uniform at any given time.
- g. **SELECTION PRIVILEGE:** Specific Niches may only be selected after payment in full and receipt of an approved application and contract. Selection will be governed by the Procedures for the Pricing, Sale and Process Of Selection Of Niches then in effect (Addendum A).
- h. **TITLE & RIGHTS RETAINED BY THE CHURCH:** Legal title to all Niches shall at all times remain with the Church. The Church shall have the right to place in a Columbarium Niche the cremated remains of an Eligible Person, subject to the terms set forth in the contract for the Niche, and to keep such remains there as long as the Columbarium shall be maintained, based on the following terms:
 - i. The Purchaser of this exclusive right, who has paid the purchase price in full and selected a specific Niche, shall receive a certificate attesting to his or her inurnment right in a specific designated Niche.
 - ii. The exclusive right to use such a reserved Niche may not be sold or otherwise transferred (except to an immediate family member), but it may be surrendered back to the Church if unused.
 - iii. Ownership may be canceled by written notification addressed to and received by the Administrator, by the Eligible Person in whose name and ownership was purchased or that person's personal representative. Should ownership be canceled, the Church will, upon written request, refund the purchase price paid without interest; provided however, that the Church shall be entitled to offset against any refund any amounts due to the Church in connection with or by reason of the ownership or maintenance of the Niche purchased.
 - iv. If a Niche which has been purchased is unused within a reasonable period of time after the later of the death of the person purchasing the Niche or the death of the spouse of such person, the Trustees may declare the ownership void, and the purchase price paid will be refunded, without interest, upon the written request to the person legally entitled to the same subject to any appropriate offset by the Church.
 - v. If a person who purchased an ownership right ceases to be an Eligible Person, the Trustees may likewise declare the reservation canceled upon written notice to such person, and the purchase price paid will be refunded, without interest, upon the written request of

such person.

- i. On those occasions when the family of a deceased Eligible Person desires to have the cremated remains of the deceased inurned in the Columbarium but no Niche has been previously purchased, the right to utilize a Niche may be obtained upon the payment of the fee then in effect and the execution of all required documents. The payment of this purchase right is apart from, and not in satisfaction of, fees associated with the purchase of an urn and required engraving.
- j. **MOVEMENT OF THE COLUMBARIUM:** The Church reserves the right to move the Columbarium, including Niches already in use, to another location within the Church grounds or to an outside location should the Trustees find it necessary to do so.
- k. **TERMINATION OF THE COLUMBARIUM:** The right of inurnment shall continue so long as the property at 6690 Cahaba Valley Road, Birmingham, AL 35242 is occupied by Asbury United Methodist Church, or any other local congregation of the United Methodist Church, which is subject to *The Book of Discipline of the United Methodist Church*, and which is governed by the General Conference of said United Methodist Church, and by the North Alabama Conference of the United Methodist Church, or any of their legal successors or assigns. If the property at 6690 Cahaba Valley Road, Birmingham, AL 35242 is sold, transferred or assigned, and a replacement Columbarium will not be furnished at a new church premises or other site, the right of inurnment at 6690 Cahaba Valley Road, Birmingham, AL 35242 will cease. In that event, the Columbarium Committee will use reasonable efforts to notify the owner, his or her heirs, and beneficiaries, or legal representatives, at the address contained in the Columbarium files, that Asbury is ceasing to exist and that the cremains must be removed from the Niche. If arrangements for the removal of cremains are not made within a reasonable period (not to exceed 3 months), or if a proper representative cannot be contacted within a reasonable time (not to exceed 3 months), Asbury shall be authorized to take possession of, and title to, the cremains, and relocate the cremains to such location as Asbury deems reasonable or appropriate, or to disburse the cremains on the 6690 Cahaba Valley Road, Birmingham, AL 35242 property in a fitting service, as it deems proper. No refund of any amounts paid for the purchase of inurnment rights shall be made in the instance of termination of the Columbarium.
- l. **CONDITIONS AND MAINTENANCE OF THE COLUMBARIUM:** The Columbarium will be open to visitors whenever the Church is open to the public or on certain special occasions; however, the Trustees reserve the right to temporarily close the Columbarium during regular maintenance of the grounds, for construction of additional Niches, or for other unforeseen reasons within the sole discretion of the Trustees. Nothing whatsoever may be attached or affixed to the Columbarium Niches or monument other than an engraved faceplate designated by the Committee. Any decoration of the Columbarium grounds shall only be allowed with the approval of the

Trustees, and such approval shall be temporary and limited to specifically requested dates or holy days designated by the Church.

- m. **THE PRICE OF URNS IS INCLUDED IN PURCHASE PRICE:** The Columbarium Niches are designed for a specific size and style of urn. Therefore, all urns shall be obtained through the Church, which shall purchase and store the urns as niches are reserved. No substitution of urns will be allowed.
- n. **THE PRICE OF ENGRAVING OF THE FACEPLATE IS NOT INCLUDED IN PURCHASE PRICE:** The Church will facilitate suitable engraving of the Niche faceplate at the time of the Eligible Person's death as instructed on the Columbarium Application and Contract for Reservation of Niches. Payment of the then current price for engraving will be due prior to ordering the final faceplate and prior to the inurnment of the Eligible Person. From the time of inurnment until the return of the engraved faceplate, a temporary faceplate, uniform in size and engraving style with existing nameplates will be affixed to the Niche.
- o. **INSCRIPTION ON NICHE FACEPLATE:** Each Niche will accommodate up to two urns. The text of each Eligible Person's name to be inscribed shall be defined by the Applicant or Applicants on their Application and Contract, the exact terms of which shall govern both the name used, and the Optima typeface such that each faceplate shall be prepared uniformly in the size and style determined by the Columbarium Committee, limited to the name of the deceased, as space permits, as well as the dates of birth and death as in these examples:

First Name Middle Name (or initial) Last Name Date of Birth Date of Death
John David Doe January 1, 1950 April 26, 2018

No other inscriptions whatsoever will be permitted.

- p. **CREMATION COSTS AND RESPONSIBILITY:** The costs of cremation are not covered by any fee or fees paid to the Church pursuant to these Rules and the Church will not offer any cremation services. The representative or family of the deceased Eligible Persons shall be responsible for cremation in accordance with the laws of the State of Alabama and for the payment of costs in connection therewith.
- q. **CONTACT INFORMATION:** Eligible Persons purchasing a Right of Inurnment are solely responsible for maintaining accurate contact information with the Church. The Administrator must be advised on any change in the names and/or contact information of any family or legal

representative authorized to execute the inurement instructions of the Eligible Person(s).

- r. **MULTIPLE INURNMENTS IN A NICHE:** The Niches are designed to hold one or two urns. Any two Eligible Persons may apply for a Niche together regardless of their legal or family relationship. The placement of more than two urns into a Niche is prohibited. The commingling of the cremains of more than one Eligible Person into one single urn is also prohibited.
- s. **COMMITTAL SERVICES:** The placement of the cremains of every Eligible Person inured in the Columbarium shall be conducted with the reverence shown in every sacred space of the Church. Any Committal Service for the inurnment of cremains will be planned by the ministers of the Church in consultation with the deceased's family or representative. Only a minister of the Church or someone designated by such minister may conduct the inurement of the cremains or hold any service in connection with the inurnment of cremains in the Columbarium.
- t. **VISITATION AND MEMORIALS:** The Columbarium is open to visitors whenever the Church is open to the public as well as on holidays and certain other special occasions. The Columbarium may be closed from time-to-time for services of inurnment or during the regular maintenance required to maintain the beauty of the Columbarium and ground.

Nothing may be attached or affixed to the Niches in the Columbarium. While the Columbarium Committee suggests flowers for the sanctuary altar as the most appropriate means of honoring your loved one, small bouquets of flowers may be placed at the base of the Columbarium on days that are special to your family and on holy days recognized by the Church. No artificial flowers or non-floral items may be placed on or below the Columbarium, and our staff will remove memorials after approximately one week. Vases or containers left at the Columbarium will not be returned when removed. All decorations are subject to removal if another service is planned. These restrictions are required to maintain the beauty and dignity of the Columbarium and surrounding grounds.

- u. **REMOVAL OF CREMATED REMAINS BY ENTITIES OTHER THAN THE CHURCH:** Upon the request of a person showing evidence of due authority, a Niche may be opened and the cremated remains of a deceased Eligible Person inured therein may be removed by such person authorized by law to do so and upon compliance by such person with all requirements of state, municipal or other applicable laws.
 - i. Any such opening of a Niche shall be done by the Church at such time as may be convenient to it and the cost thereof, and the cost of replacing any parts of the Columbarium damaged by the removal process, shall be paid by the person requesting such action.

- ii. The Church may require as a condition to complying with such a request that the person making such request release and indemnify the Church against all liability and expenses (including attorney's fees) incurred in connection with such opening and removal.
- iii. If, after the removal of the cremated remains from the Niche, the cremated remains of no other deceased eligible person are not still present in the Niche, all rights to use of the Niche shall revert to the Church. No fees of any type shall be refunded by the Church to any person or estate upon such removal of inured remains.
- v. **ACCOUNTS:** All fees, donations, bequests or other funds received by the Church in connection with the Columbarium shall be maintained by the Church in a segregated account in the special funds accounts of the Church.
- w. **AMENDMENT OR WAIVER OF RULES:** The Trustees shall have the right to modify, amend, repeal, suspend or waive any or all of the rules and requirements stated herein.