

# **Rules, Policies, and Regulations Related to the Sunrise Presbyterian Church Columbarium and Memorial Garden**

The Sunrise Presbyterian Church Columbarium and Memorial Garden has been constructed to provide a holy space for the internment of ashes following cremation. The Garden is a place of worship and meditation: a place to remember those who have gone before us. The Rules, Policies, and Regulations that follow are in pursuit of this purpose.

## **Definitions:**

1. "Church" means Sunrise Presbyterian Church on Sullivan's Island SC.
2. "Committee" or "CC" refers to the Columbarium Committee approved by the Session to establish Rules and Regulations for the Columbarium.
3. "Columbarium" is a permanent structure with inbuilt spaces (niches) that house inured cremated remains.
4. "Cremains" means the cremated remains of a human being.
5. "Certificate" means the Certificate of Right of Inurnment provided by the Session following application acceptance.
6. "Eligible Person" is defined in Section II of this document.
7. "Niche" means a designated space in which the cremated human remains of an Eligible Person(s) may be placed.
8. "Niche Front" is a granite plate attached to the niche to identify the cremains within.
9. "Garden" refers to Memorial Garden at the Church in and around the Columbarium.
10. "Memorial Plaque" refers to memorializing those who are interred or inurned elsewhere.

## **I. Governance of Columbarium**

- A.** The CC will be in charge of the management, operation, and policy decisions during the construction phase of the Columbarium and Garden with the consent of the Session. Following the first year post construction, the role and membership of the CC will be revisited by the Session.
- B.** The CC chairperson will work in coordination with the Church Treasurer and Administrator with regard to receiving proceeds from Niche applications/certificates, memorial donations, as well as making disbursements or expenditures as deemed necessary for the proper administration, operation, and maintenance of the Columbarium and Garden.

## II. Eligibility

The Columbarium shall be used only for the inurnment of the cremated human remains of the following persons:

- a) current congregational members of the Church and their spouses,
- b) children or step-children of such members and their spouses,
- c) parents or step-parents of such members,
- d) former congregational members of the Church and their spouses,
- e) grandchildren of such members and their spouses,
- f) current or former ordained ministers of the church and their spouses, children and step-children.

These are considered to be Eligible Persons for Certificates issued by the Church. Other persons may be deemed eligible with the consent of the Session. During the preconstruction phase, priority of applications are given to a, b, and c listed above.

## III. Fees for Certificates

- A. Applicants will be charged a one-time fee for the Certificate of Inurnment for each Niche reserved by an Eligible Person to be paid the time of application.
- B. **Fees:** See attached Price List.
- C. **The fee does not include** the cost of cremation, transportation, and other off-premise costs which are not the responsibility of the CC or the Church. The fee could be changed in the future by the CC; however, current Certificate Holders would not be assessed nor reimbursed for any changes in price.

## IV. Purchase and Selection of Niches

- A. To purchase a Columbarium niche, an eligible person shall obtain an Application from the church office, along with a Rules, Policies, and Regulation packet, for the Certificate. The applicant shall complete the application and submit it **with payment** in full to the Financial Secretary. Upon verification of all information and approval of the application, the applicant will be issued a Certificate of Right of Inurnment. The requested niche will then be assigned, if it is still available. The right of preference shall be based upon the time and date the completed application was received, verified, and approved by the Administrator.
- B. **The cremains of two eligible persons are not allowed in a single urn.** There must be two urns. **This is a state law.**
- C. An eligible member may not purchase more than 2 Niches during the preconstruction phase of the Columbarium's construction. This rule will be revisited as necessary.

- D. Two sizes of niches are available. The 8”X 8” may contain 1 or 2 urns. The 12”X 12” may contain up to 4 urns.

#### **V. Inscription on Niches**

- A. The engraving on the niche front is uniform for all niches in a style and size prescribed by the Committee.
- B. Each niche front shall be inscribed with the deceased’s name, date of birth and date of death. A niche with the cremains of more than one eligible person will be inscribed with the information of each individual. No other inscriptions will be permitted.
- C. Each urn may also be identified.
- D. An inscription order form will be provided to be typed or printed and signed by the deceased’s representative. The arrangements for the inscription will be completed by the committee/church.

#### **VI. Inurnment Services**

Only an ordained minister serving the Church, or an ordained minister invited by the Senior Pastor of the Church, shall be authorized to officiate at the inurnment service.

#### **VII. Flowers, Ornaments, and Decorations**

- A. Flowers, plants, and floral memorials are permitted during inurnment and at other special times (holiday, anniversaries, birthdays), but must be removed within 72 hours. At that time, a member of the Committee may remove and dispose of any items without notice to the owner and without liability. No glass containers or other items that could cause harm will be allowed to remain following the service. No floral item shall be attached in any way to niche front, wall or structure in the Columbarium area. With consent from the CC, plants may be donated and planted in the Memorial Garden.
- B. The above also applies to flags, mementos, personal memorials, signs, and other ornamentation which must be removed following the service. Decorations must not infringe on the rights of others. None may be attached to any niche face, wall, or structure in the Columbarium. **The certificate holder or estate of the deceased will be liable for any damage caused by the placement of any decoration.**

#### **VIII. Title and Rights retained by the Church**

- A. **The Certificate Holder acquires no property rights in the Columbarium or of the niche.** Legal title to all niches shall at all times remain with the Church. The Certificate attests only

to the right to inurn the cremains of the person(s) named on the Certificate in the specific niche listed on the Certificate.

- B. The Eligible Person who purchases a Certificate may not sell said Certificate.** The Certificate must be surrendered back to the church. The fee paid by the Certificate Holder for the niche is non-refundable unless approved by the Committee. Only extenuating circumstances would be considered.
- C. A Certificate Holder may make a request in writing to the CC to transfer said Certificate** to another Eligible person if the specific Niche has been unused. The request must be made in writing and requires approval by the CC with consent of the Session.
- D.** If, after 5 years from the date of death of the Certificate Holder, the niche remains unused or un-transferred, the Church may offer to reclaim the Certificate of Right to Inurnment of the niche from the estate of the Certificate Holder for the original price or current value, which ever is less.
- E. Movement of cremains:** While cremains remain the property of the family or estate of deceased, they may not be removed from their inurnment niche without permission from the CC and Session. The request must be submitted in writing. Any cost with regard to such removal is with the representative making the request. The church has no financial liability.
- F.** The Church reserves the right to move the Columbarium to another location should the Session and Trustees of Church deem it necessary. The Church would incur all expenses of the transition. The Church will notify the Family and/or Estate Executor in writing if this event should occur, and they will be consulted regarding the temporary location of cremains.
- G.** In the event that the Columbarium requires repairs in order to maintain its integrity, the Certificate Holder will allow the temporary removal of any cremains until such repairs are completed. The Church is obligated to inform the Certificate Holder, or their representative at the address on record with the Church.
- H. Abandonment of of Niche:** If after 10 years a niche remains unused, and there has been no contact with the Certificate Holder or with a representative of the Certificate Holder, the niche may be considered “Abandoned” and eligible for reassignment. Such a decision must be made by the Committee with the consent of the Session. **It is incumbent upon a Certificate Holder (or their representative) to maintain current contact information with the Church.**
- I. Termination of Columbarium:** Should there be substantial damage to the present church building or Columbarium, the Columbarium could be discontinued. In such an event, all

reasonable efforts would be made to contact the Certificate Holders or their successors by U.S. mail, email, and/or telephone with the contact information on file. Removal of the urns will be at the expense of the person assuming responsibility.

- J.** The CC shall provide a written report to the Session annually including a summary of the Columbarium activity, financial report, and plans for the upcoming year.

#### **IX. Certificate Holder Responsibilities**

- A.** Eligible Persons who have purchased Certificates of Inurnment, have the obligation and sole responsibility for maintaining accurate contact information with the Church for themselves, and for those eligible persons to be inurned.
- B.** The Church Administrator **MUST** be advised in writing regarding any changes in name and/or contact information regarding the Certificate Holder and/or the Eligible Person(s) to be inurned, by a family member or legal representative authorized to execute the inurnment instructions.
- C.** If, after inurnment, a family member or other authorized individual, desires to remove cremains permanently from the Columbarium, that request must be in writing, setting forth the reasons and circumstances for the request. If deemed appropriate, the request may be granted by the Committee, with consent of the Session. If granted, the fee for the Certificate paid by the holder will be forfeited and all rights of inurnment shall cease. The niche shall become available for re-designation according with the terms of Rules and Regulation in place at that time.

#### **X. Indemnity from Liability**

- A.** The Church shall not be liable for any damages to the niches, urns, or cremains within the Columbarium. In addition, no member of the staff of the Church, no individual member of the Session or member of the Columbarium Committee shall be personally liable for such damage or loss.
- B.** There is no obligation upon the church or the Committee to provide any insurance for the benefit for the Certificate Holders.

**Final Authority: The Session of Sunrise Presbyterian Church retains final authority and discretion on all matters related to the Columbarium and Garden. They may change or amend the Rules, Policies, and Regulations at any time.**