



Saint Rose of Lima Columbarium

Policies and Guidelines



Saint Rose of Lima Catholic Church

Columbarium Policies and Guidelines

I. Definition of Terms

Columbarium: *A structure designed to hold multiple Urns in separate chambers.*

Niche: *The separate chambers of a Columbarium designed to hold one or two Urns.*

Nameplate: *The outward facing cover that encloses a Columbarium Niche, made of marble.*

Cremains: *The remains of a person who has been cremated.*

Urn: *A sealed vessel in which the Cremains are placed.*

Inurnment: *The process of placing Cremains in an Urn and/or the placing of an Urn in a Columbarium Niche enclosed by the Nameplate.*

II. Eligibility

- a. All past and present registered members of Saint Rose of Lima Catholic Church in Murfreesboro, TN (hereinafter "the Church") including immediate family members i.e. parents, legal spouse and children, (whether or not past or present registered parishioners of the Church) are eligible to purchase a Columbarium Niche, (hereinafter "the Purchaser"). The purchase of a Niche for an eligible person may also be made by the Purchaser's estate representative. A record of registration must exist in the Saint Rose of Lima database to be considered a registered member. All other Inurnment requests should be sent in written form to the Saint Rose of Lima Columbarium Administrative Board (hereinafter "the Board").
- b. Only human Cremains will be Inurned individually in the Columbarium.
- c. The use of a Niche shall be limited to the Inurnment of the Cremains of one or two persons designated in writing by the Purchaser. Each Urn shall contain the Cremains of only one individual person.

III. Payment

- a. The fee remitted to the Board does not constitute a sale of property but is received solely for the provision of an Inurnment space.
- b. A portion of the fees are for the cost of the Columbarium structure, Niches, as well as possible future expansion.
- c. The remainder of the fee remitted provides for the Columbarium's perpetual care.
- d. As part of pre-planning funeral arrangements, the Purchaser has the option of paying for the Urn(s) and/or inscription of the memorial Nameplate. This will ease the work that needs to be done by the estate representative at the time of death. The keeping and storage of the Urn(s) is the responsibility of the Purchaser or the Purchaser's estate representative.
- e. The Purchaser may reserve a Niche once the full fee is remitted, the Board verifies Church registration and approves the application.
- f. If a Purchaser or Purchaser's estate representative decided that a Niche is no longer desired or needed, it can only be surrendered back to the Church for a refund. A written request for a refund must be sent to the Board, which will be solely responsible for the reassignment of the Niche and will issue a refund of the original purchase price only.
- g. All costs including, but not limited to cremation, funeral home expenses, cost of the Urn (supplied by the Board-approved supplier), and payment for the inscription of the memorial Nameplate will be the responsibility of the Purchaser or the Purchaser's estate representative.

IV. Selection of Niche Location.

- a. The Purchaser or Purchaser's estate representative can select their own Niche location within the Columbarium on a "first come, first served" basis.
- b. Adjoining Niches can be purchased if the Niches are available.
- c. The Board will provide a Certificate of Niche Assignment as a record for the Purchaser or the Purchaser's estate representative.
- d. The Board shall maintain a permanent record of Niche assignments.
- e. Reassignment of the use of the reserved Niche to an immediate family member of the Purchaser is at the sole discretion of the Board.
- f. A request for a change in Niche location can only be made for unoccupied Niches and must be made in writing by the Purchaser or the Purchaser's estate representative to the Board. Such a request will usually only be considered if other family members have purchased a Niche or Niches and the Purchaser wishes to be closer to their family. The new Niche location must be one that is not already taken.

V. Urns

- a. The only allowable Urn is one obtained from a Board-approved supplier which is of a size and design that will fit in the Niches of the Columbarium.
- b. It is the responsibility of the Purchaser or the Purchaser's estate representative to arrange for the deposit of Cremains in the pre-approved Urn supplied by the Board prior to the Inurnment.
- c. All of the Cremains of a single individual must be placed in their own individual Urn as the Catholic Church does not allow the separation or the combining of Cremains.

VI. Nameplate

- a. The Niche Nameplate will be provided by the Board. No other Nameplates may be used.
- b. All Nameplates will be of the same design and lettering font and will be engraved with only each of the Inurned's full name, date of birth, and date of death.
- c. All Nameplate inscriptions and engraving will be the responsibility of the Board to ensure continuity.

VII. Inurnment (placement of the Cremains within the Niche)

- a. Arrangements for Inurnment shall be done in coordination with the Church office in consultation with the surviving family members and/or Purchaser's estate representative.
- b. Neither the Board nor the Pastor of the Church is responsible for coordination with the crematory or for any permitting required by responsible government authorities for cremation, or for ensuring the identity of the presented Cremains that are to be Inurned.
- c. Removal of the Cremains from the Columbarium shall be permitted only upon presentation to the Board of the appropriate documents required by governmental authorities for such removal.

VIII. Title and Rights Reserved and Retained by the Board

- a. Legal title to all Columbarium Niches and the Columbarium structure itself shall remain with the Board.
- b. The Board reserves the right to move the Columbarium to another location within the precincts of the Church property, to enlarge or remodel the Columbarium, or build a new Columbarium in a new location and abandon the use of the existing Columbarium. In any of these events, if the assigned Niche is affected, the Board will substitute for the assigned Niche another of like size,

location, and character as is possible, in which event the Purchaser shall have the same rights in such substituted Niche as granted hereby.

IX. Responsibilities of the Board

- a. The Columbarium shall receive perpetual care and shall be maintained in good condition. The Board will take all reasonable precautions against the defacement of the Columbarium grounds, the Columbaria, and the Niches.
- b. In the event that the Church or Columbarium is relocated or ceases to operate, or in the event of destruction of the Church or Columbarium resulting from fire, flood, or Act of God, the Board will make all reasonable attempts from the records available to it to contact relatives of those Inurned and will re-Inurn the Cremains within the relocated or reconstructed facility or the precincts of another Catholic Church. If such is not available, the Board will cause the Cremains to be released to the estate representative of the deceased.

X. Discretion of the Pastor of the Church

- a. The Pastor shall have complete pastoral discretion over all requirements pertaining to all operations of the Saint Rose of Lima Columbarium.

XI. Abandoned Niches

- a. If any Niche is not used within five (5) years of the death of the person whose Cremains were to be Inurned in such Niche, such Niche shall automatically revert to the Board unless otherwise determined by the Board.
- b. The Board shall make a good faith effort to notify the Purchaser or the Purchaser's estate representative within six (6) months prior of the expiration of such five (5) year period.
- c. No refunds will be made for abandoned Niches.

XII. Diocese of Nashville Policies

- a. A Permanent Care Trust Fund for the Parish must be established to assure a well-maintained and dignified environment for the deceased and their families.
- b. Flowers, potted plants, or other decorations including but not limited to photos and military or other service insignia, will not be permitted.
- c. It is suggested that in lieu of flowers, donations be made to enhance and maintain the permanent landscaping, statuary, and benches of the Columbarium.
- d. If any such items are placed in or around the Columbarium or on Columbarium grounds, the Board reserves the right to remove and dispose of such items without notice and without liability to the owner of such items.

XIII. Legal Disclosures

- a. It is the sole responsibility of the Purchaser or the Purchaser's estate representative to notify the Board in writing of any change of address. Any notice sent by the Board to the Purchaser or the Purchaser's estate representative shall be delivered to the last address appearing in the Columbarium records and shall be deemed good and sufficient legal notification for all purposes. Written notices by the Board to the Purchaser or the Purchaser's estate representative shall be delivered in person or by First Class or Certified U.S Mail addressed to any of such persons as reflected on the Columbarium records. Saint Rose of Lima Columbarium Board shall have the right to change the address of its administrative offices by amendment of these Policies and Guidelines or otherwise as determined by the Board.
- b. All Purchasers or Purchaser's estate representatives will be subject to these regulations and any future amendments by the Board. The Board has the sole power to resolve any requests,

questions, issues, or disputes that may arise concerning the administration of the Columbarium. The Purchaser must sign the Saint Rose of Lima Columbarium Policies and Guidelines and agree to be bound by those Policies and Guidelines.

- c. The Board will govern all aspects of the Saint Rose Columbarium observing the Canon Law of the Catholic Church, the Columbarium Feasibility and Approval Process of the Diocese of Nashville, the direction and guidance of the Bishop of the Nashville Diocese and the Pastor of Saint Rose of Lima Parish, the Saint Rose of Lima Parish Council and where applicable the Laws of the State of Tennessee.
- d. A Niche may be opened after Inurnment only with the prior approval of the Board. Such approval may be granted only after a written application to open the Niche is submitted to the Board and then only for good cause, as determined by the Board in its discretion or to add a second Urn.
- e. Recognizing that situations may arise in which literal enforcement of a policy may be impractical, the Board retains the right to make reasonable exemptions, suspensions, modifications, or waivers of any policy. Any exception, suspension, modification, or waiver shall apply only to the particular situation approved by the Board and shall in no manner be construed as affecting the application of these Policies and Guidelines in other situations, whether past, present, or future.
- f. Neither Saint Rose of Lima, its pastoral and clergy staff, any member of the Board or any other parish committee, any member of administrative staff, or any employee or volunteer of Saint Rose of Lima (all of the foregoing hereinafter referred to as the "protected persons") shall be liable to any Purchaser or Purchaser's estate representatives, or to any other person, firm or entity for carrying out these signed Columbarium Policies and Guidelines.
- g. Saint Rose of Lima, by and through its authorized staff of the Board shall enforce the Policies and Guidelines of the Columbarium. Saint Rose of Lima may exclude from its legally owned property and the Columbarium area any person or persons violating the agreed upon Columbarium Policies and Guidelines.
- h. These Policies and Guidelines contain the entire understanding and agreement between the parties relating to the subject matters contained herein, including all the terms and conditions of the parties' agreement. These Policies and Guidelines supersede any and all prior understandings, representations, negotiations and agreements between the parties relating hereto, whether written or oral and may be amended by the Board or the Pastor of Saint Rose of Lima at their discretion.

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CONSENT AGREEMENT

This document, signed below by the Purchaser(s) and the Saint Rose of Lima Columbarium Board representative will constitute the agreement indicating an understanding and acceptance of the Saint Rose of Lima Catholic Church, Murfreesboro, Tennessee, Columbarium Policies and Guidelines.

PURCHASER

I confirm that I have read, understand and agree to the terms of the Columbarium Policies and Guidelines.

Printed name: _____

Signature: _____

Date: _____

SAINT ROSE OF LIMA BOARD REPRESENTATIVE

Printed name: _____

Signature: _____

Date: _____

WITNESS AS TO BOTH

Printed name: _____

Signature: _____

Date: _____