EPISCOPAL CHURCH OF THE GOOD SHEPHERD

GRANBURY, TX 76049

COLUMBARIUM

RULES AND REGULATIONS

TEMPLATE

DESCRIPTION OF TERMS

A-1 Church:

The "Church" and "Good Shepherd” as used herein shall refer to The Episcopal Church of the Good Shepherd of Granbury, Texas, and personnel acting on behalf of the Church.

A-2 Vestry:

"Vestry'' shall refer to the Vestry of Good Shepherd.

A-3 Rector:

"Rector" shall refer to the Rector of the Church, or if there is no Rector, then it shall refer to the clergy person who is the interim Rector or Diocesan designee.

A-4 Wardens:

"Wardens" refers to the Junior Warden and the Senior Warden of the Church.

A-5 Columbarium:

That dedicated part of the Church property containing niches for the inurnment of cremated human remains contained in urns.

A-6 Subscriber:

A subscriber is one who has reserved and acquired permission to use a niche.

A-7 Niche:

One of several rectangular spaces in a permanent specially constructed framework with granite faceplates, each niche having: (1) space for receipt of up to two permanent type of containers, sometimes referred to as urns, in which cremated remains are placed; and (2) a uniform granite faceplate covering the niche opening upon which the identifying inscription is engraved.

A-8 Inurnment:

As used herein, the placement of cremated human remains within a niche in the Columbarium.

A-9 Requestor:

The owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party whom the Vestry may deem appropriate and authorized to make a request for the inurnment of a Subscriber after the death of the Subscriber.

GENERAL SUPERVISION OF THE COLUMBARIUM

B-1 General Planning:

The Columbarium is a part of Good Shepherd, which operates under the direction of its Rector and Vestry. The Columbarium shall be operated under these Policies and Procedures and such other policies, procedures, rules, and regulations as the Vestry may determine. Changes, amendments, revisions and deletions in such Policies and Procedures (or in the rules and regulations set forth therein) may be made from time to time by the Vestry in its discretion.

B-2. Maintenance and Repairs:

Good Shepherd shall provide routine maintenance, upkeep and minor repairs to the Columbarium and Columbarium area as part of, and to the same standards as the same services are provided to other Church facilities. Major repairs, defined as in excess of $250, shall be referred to the Vestry for approval and assumed by the Church.

INURNMENT AND DISINURNMENT

C-1. Subject to Laws:

All inurnment, disinurnment, and/or removal of cremated remains shall be done in compliance with all federal, state and local laws and regulations, and shall also be subject to the Policies and Procedures set forth herein or as the same may be changed or amended from time to time.

C-2. Eligibility:

lnurnment in the Columbarium is available to any present or past member of Good Shepherd, and to the spouse, children (natural born or adopted), stepchildren of such member. (See C-10)

C-3. Arrangement for lnurnment:

The Rector shall have complete responsibility for all religious services of committal. Sufficient and proper notices of intended inurnments shall be given to the Rector and only such religious services as the Rector may conduct or give permission for, may be performed. The inurnment shall be in the manner as directed by the Rector.

C-4. Application for lnurnment:

Requests for inurnment shall be in writing on forms provided by the Church. The Vestry reserves the right to act upon such written requests received from the owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party that the Vestry may deem appropriate and authorized to make such requests (“Requestor”). The Vestry's determination shall be final and shall not be subject to action in any court. No oral request for inurnment shall be honored. If the application is approved, the applicant/Subscriber shall pay the then-existing subscription fee amount set by the Vestry for reservation of niches unless alternative arrangement has been made pursuant to Paragraph C-7 below.

C-5. Good Shepherd Not Responsible for Subscriber/Requestor Mistakes:

The Church and the Vestry shall not be held responsible for any mistake occurring from the want of proper and precise instructions as to either the inscription upon or the location of a niche.

C-6. Good Shepherd Not Responsible for Permit or for Identity:

Neither the Church, nor any member of the Vestry shall be liable for obtaining any permit for inurnment, nor for the identity of the person whose remains are inurned or sought to be inurned.

C-7. No lnurnment or Engraved Inscription Permitted Without Prepayment of Costs:

Absent special written consent of the Vestry or approval (written or oral) of the Rector, no inurnment shall be permitted in any niche, nor engraved inscription made upon the granite faceplate of any niche for which the Church has not received full payment of any costs then associated with the inurnment of remains in the Columbarium. In the event such written consent from the Vestry or approval by the Rector is sought by a Subscriber or Requestor and given to a Subscriber or Requestor subject to a requirement of payment by a specified date, any and all inurnments in, or inscribed granite faceplates placed upon, the niches shall be deemed temporary and subject to fulfillment of the terms provided in the written consent or Rector approval. If the Subscriber and Requestor fail to fully comply with the conditions of the written consent or Rector approval, the Vestry may cause the rights of the Subscriber and Requestor to terminate and return to the Requestor the remains placed in any applicable niche. The Vestry and the Church, thereupon, shall be released from any and all obligations to such Subscriber and Requestor, except that the Church shall refund any payments as may have been made toward costs that exceed the amount of such costs actually incurred.

C-8. Time Limitation; Potential Abandonment/Forfeiture of Niche:

If any niches are not used within 25 years of allotment, and if the Subscriber and the Subscriber’s family are no longer known and are not located through reasonable efforts, the Vestry will be free to re-allot such niche.

C-9. Niche Capacity:

Each niche is designed to contain no more than two urns. Additionally, the standard engraving on the granite faceplates is designed to allow no more than two names and related dates. Absent special written consent of the Vestry and written approval of the Rector, no niche may contain more than two urns.

C-10. lnurnment Rights:

Unless the Rector, after the advice and consent of the Senior Warden, or the Junior Warden, gives special written permission, only the remains of those persons described in C-2 above, shall be permitted to be inurned in any niche.

C-11. lnurnment Permits:

Any permits for inurnment required by local or state laws must be secured and furnished by the Subscriber, Requestor, Funeral Director, or other person having authority to act on behalf of the person whose remains are to be inurned, prior to inurnment, and at no expense to the Church.

C-12. Containers, Urns, Granite Faceplates:

Inurnments in the niche may be made only in the permanent containers or urns approved by the Vestry for use in the niches in the Columbarium area. If a Requestor or Subscriber desires to use a container or urn that differs from the standard urn(s) provided by Good Shepherd for use in the niches, the Requestor or Subscriber may request approval of such alternative urn or container from the Vestry. So long as the alternative urn or container meets size requirements, is constructed of materials that are permanent, and is not of excessive value, such approval shall not be unreasonably withheld. All niche front openings are to be covered with a uniform engraving on the granite faceplate as prescribed by the Vestry.

C-13. Items and Activities Covered by Niche Subscription Fee

Good Shepherd will arrange for the opening and closing of niches at the time of inurnment, provide a standard urn (appropriate size), and arrange for the engraving of the granite faceplate. The cost for the above will be assumed by the Church and is included in the niche subscription fee. No credit relating to the cost of the urn will be given if a Subscriber requests the use of a different urn as provided in Paragraph C-12.

C-14. The engraving of the granite faceplate on each niche shall be completed in conformity with sections G-1, G-2, and G-3 of these Policies and Procedures.

C-15. Removal of Columbarium:

The Church expressly reserves the right at any time to move the Columbarium within the Church campus from where it is located at present or to another location for any reason at the sole and unfettered discretion of the Vestry. If for any reason, the Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of the Church (which may be the governing authorities of the Episcopal Church in the Diocese of Texas), be removed to and inurned at a location designated for use as a Columbarium or, alternatively, if another site is not feasible for such use, in the Gulf of Mexico beyond the 15-mile coastal limit of the United States of America. In the event of any move or removal, all remains which are inurned in the Columbarium at that time will be removed by the Church at its cost and placed in the alternate site. The Vestry shall exercise reasonable efforts to locate and notify surviving heirs as to any of the events described in this paragraph and offer such surviving heirs the opportunity to remove the urns within three (3) years.

C-16. Niche available for Rector without subscription fee:

The Rector and former Rectors of Good Shepherd may reserve a niche for themselves and their spouse, children (natural or adopted), and/or stepchildren) without payment of the subscription fee. The extension of this benefit to Assistant or Associate Rectors shall be in the sole discretion of the Vestry.

C-17. Change of ownership of subscription thru legal process:

In the event ownership of a niche is established by due process of the law in a party other than the subscriber of record pursuant to a court order requiring recognition of such other party as the owner, the Church and the Vestry may recognize such other person or persons to be the successor(s) in use. In such an event, no liability or claim may be asserted by reason thereof against Good Shepherd, its Rector, Wardens and Vestry of said Church, or any agent or representative of the Church.

DISINURNMENT AND REMOVAL

D-1. Removal Prohibited:

Removal of cremated remains is prohibited unless approved by the Vestry. In the event the Vestry approves removal, the owner of inurnment rights is responsible for removal and restoration costs. Only the Rector or Church designated person may physically remove a granite faceplate to accommodate removal of an urn.

D-2. Exchange of Niche Location:

Subject to the prior written approval of the Vestry, cremated remains and the niche granite faceplate may be removed from its original niche to a different niche in the Columbarium, when there has been an exchange or purchase made for that purpose. If the move is requested by the subscriber, the subscriber will pay the cost of removal and inurnment.

TRANSFERS AND ASSIGNMENTS

E-1. Consent of Vestry:

No transfer or assignment of inurnment rights in any niche shall be valid without the consent in writing of the Vestry and the Rector first endorsed upon such transfer or assignment and the surrender of any existing Good Shepherd Niche Reservation Agreement relating to the inurnment rights to such niche.

E-2. Indebtedness:

No transfer or assignment shall be recognized as long as there is any indebtedness due the Church from the record niche user.

E-3. Transfer Charge:

All transfers of ownership in inurnment rights to niches shall be subject to approval by the Vestry as well as a charge to be fixed by the Vestry, which charge must be paid to the Church when the transfer is recorded within the Church Columbarium records and a new Subscriber form is completed.

FLOWERS, ORNAMENTS, DECORATIONS

F-1. Floral Regulations:

No flowers or plants may be placed in the Columbarium area at any time without prior approval by the Rector or the Vestry. Flowers for the altar are the preferred method to recognize the deceased.

F-2. Ornaments Prohibited:

Absent special written consent of the Vestry and written approval of the Rector, the use of felt, crushed silk, satin, or other cloth in a Columbarium niche is prohibited. Notwithstanding this provision, sentimental memorabilia having nominal financial value (expressly excluding jewelry, currency, coinage greater than two dollars, or similar items of value and further expressly excluding any flammable or explosive materials) may be placed within a niche with the urn(s) as space permits. The placing of any item outside of the niche in the Columbarium area shall not be permitted. If any article is placed in the Columbarium area, the Vestry and/or the Rector shall have the right to remove and dispose of same without notice to the subscriber or the subscriber's family or heirs. Neither the Vestry, nor the Rector, nor any member thereof shall bear any liability whatsoever for such removal or disposition.

INSCRIPTIONS/ENGRAVING

G-1. Uniformity of Engraving:

The engraving on each niche shall be of uniform size and style as determined by the Vestry. The costs of such engraving will be assumed by the Church.

G-2. Conformity Text:

The inscription shall consist of only the name of the deceased, the date of birth and the date of death. Standard font, size and layout have been pre-determined and will be applied so that all granite faceplates’ engraving will be consistent.

G-3. Correctness of Inscription:

A Certificate of Inurnment Rights form provided by the Church shall be legibly completed in ink and signed by the Subscriber, Requestor, or other person authorized to so act on behalf of a deceased. Based upon the information provided, the Church will coordinate engraving of the niche granite faceplate. The Church shall be responsible only for errors in the inscription by the engraver that deviate from the data shown on the signed Certificate of Inurnment Rights form.

CHANGE IN ADDRESS OF INURNMENT RIGHT OWNERS/SUBSCRIBERS

H-1. A Subscriber or Other Owner of Inurnment Rights Must Notify the Church Office:

It shall be the duty of the Subscriber or any succeeding owner, or his or her heirs, executors or administrators, to notify the Church of any change in contact information and address. Notice sent to the owner of inurnment rights at the last address on file in the Church office shall be considered sufficient and proper legal notification for all purposes.