

## **1. PURPOSE**

The Columbarium of The Episcopal Church of the Good Shepherd (the “Columbarium” and the “Parish”, respectively) provides for a place for the interment of cremated human remains of deceased Parish members and other eligible persons. The Columbarium is located in the garth at the Parish’s Windsor Campus and consists of a group of compartments (known as “niches”) and an underground cistern for cremated remains.

## **2. GOVERNANCE**

The Parish owns, manages and administers the Columbarium. The administration, operation and maintenance of the Columbarium is the ultimate responsibility of the Rector and the Vestry who shall be responsible for making ongoing decisions regarding the Columbarium. The Rector may delegate day-to-day responsibilities related to administration, operation and maintenance of the Columbarium to the Senior Associate or other suitable member(s) of the Parish staff.

## **3. ELIGIBILITY FOR INTERMENT**

Interment in the Columbarium (whether in a niche or the cistern) shall be limited to the cremated human remains of any member of the Parish in good standing for at least one year prior to Application, and members of his or her immediate family. Members of his or her immediate family shall include: spouse; parents; parents-in-law; brothers, sisters and children or grandchildren by blood, marriage or adoption. Exceptions may be made only by the Rector with approval of the Vestry.

## **4. FEES**

- A. Reserved niche containing two urn spaces: The fee is \$5900.00
- B. Remains interred in the cistern: The fee is \$500.00

These above fees do not include the costs of engraving the plaque or stone with names and dates of the deceased. Engraving the plaque or stone is required upon interment. The cost of engraving will be determined by the Rector and paid in advance of interment. Cremation fees, costs of containers and urns, funeral home charges, fees for transportation for remains and all other expenses related to these activities are the sole responsibility of the family or legal representative of the deceased.

The fees for interment or engraving may be changed in the future by the Parish. Holders of Certificates will neither be reimbursed nor assessed additional costs if the fees change.

## **5. RESERVING A NICHE**

To reserve a niche, an eligible person must obtain an Application for a Certificate of Right of Interment (“Certificate”). The applicant should complete the application, and submit it with payment in full, to the Parish.

If the applicant is approved, the applicant (now “Certificate Holder”) will be issued a Certificate. The Parish, in its sole discretion, may reject any application for interment. Upon any such rejection, the applicant's deposit will be returned.

## **6. SELECTION OF NICHE(S)**

When an application has been approved, the Certificate Holder may be allowed to select any niche(s) which may be available at that time. If more than one application is approved on the same date, the rights of preference shall be based on the date and time the completed applications are received or some other method adopted by the Parish in its sole discretion.

## **7. CISTERN**

The Parish plans to install an underground cistern in the garth to hold cremated human remains. Placement of cremated remains in the Columbarium cistern may be done only upon completion of an Application for Placement of Cremated Remains in Columbarium Cistern, payment of the then-current fee to the Parish, and approval of the Rector. A committal service must be performed for all placements of cremated remains in the Columbarium cistern (following the procedures in section 9.A. below).

The family or other representative of the deceased understands that, after the cremated remains are placed in the cistern, the remains are mingled with other remains and it will no longer be possible to separately identify or remove the cremated remains. Remains will not be removed from the cistern. The names of those interred in the cistern will be engraved on a plaque designated for that purpose in the garth area. No other memorial, plaque or other physical marker is permitted at the Columbarium area for remains placed in the cistern.

The Parish may, in its sole discretion, replace the cistern or relocate the cistern to another location.

Eligibility for placement of cremated remains in the cistern is the same as the eligibility required for interment in the Columbarium set forth in section 3 above.

## **8. TITLE AND RETAINED RIGHTS**

The Certificate Holder acquires no property rights in the Columbarium, any of its niches or any of the Parish's property. Legal title to the Columbarium, the cistern and all niches remains with the Parish at all times. The Certificate attests only to the right to interment the cremated remains of the person(s) named on the Certificate in the specific niche listed in the Certificate or in the cistern. Assignment of cremated remains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Parish, the latter shall control.

## **9. INTERMENT PROCEDURES**

A. *Services:* The Rector has complete responsibility for all religious services at the Columbarium. A committal service must be performed for all placements of cremated remains in

the Columbarium. Only clergy serving the Parish, or an ordained minister invited by the Rector, shall be authorized to officiate at an interment service in the Columbarium. The interment service shall be at the convenience of the Rector, the Parish and the family of the deceased to be interred. A family representative is responsible for making interment arrangements with the Parish.

B. *Urns:* The urn containing the cremated remains of the person to be interred shall be provided by and paid for by the deceased family or other responsible party. The urn must be sized to fit into the niche and must meet any other requirements specified by the Parish. The Parish is not responsible for the acquisition of any urn. The name of the deceased shall be permanently affixed to the urn.

C. *Inscription on Plaques or Stones:* The inscription shall be in a uniform size and style as determined by the Rector and shall consist of only the following: name of the deceased (no titles); year of birth; and year of death. No other memorial, plaque or other physical marker is permitted at the Columbarium area for remains interred in a niche.

## **10. TRANSFER, ASSIGNMENTS, CANCELLATION**

A. *No Transfer or Assignment.* The right to use a reserved niche may not be sold or otherwise transferred by any individual. It can only be surrendered back to the Parish without any refund of the original payment.

B. *Niche Use.* No cremated remains may be interred in any niche except those for the persons listed on the Certificate for that niche.

C. *Cancellation of a Niche Reservation When a Niche Is Not Used.* If the remains of the person designated on the Certificate have not been interred in the niche within 6 months after the person's death, the niche reservation may be cancelled, with no compensation due to the niche reservation holder or the designated person's estate or family. In the case of a niche Certificate that designates two people, the niche reservation may be cancelled, with no compensation due to the niche reservation holder or the designated person's estate or family, if neither person is interred in the niche within 6 months after the death of the second person to die.

## **11. SECURITY OF COLUMBARIUM**

The Parish will use reasonable care to protect remains deposited in the Columbarium. The Parish disclaims all responsibility and shall be relieved from any liability for loss or damage from causes beyond its reasonable control, including, without limitation, damage caused by the elements, acts of nature, thieves or vandals, whether damage be direct or collateral.

## **12. RECONFIGURATION OR TERMINATION OF THE COLUMBARIUM**

A. *Reconfiguration.* The Parish reserves the right to enlarge or remodel the Columbarium, or to remove the Columbarium and build a new Columbarium in a new location and abandon the use of the existing Columbarium, and in such event if any niche is affected, the Parish may substitute for the niche another of substantially like size and character in which event the Certificate Holder shall have the same right in the substituted niche. In such event if the cistern is

affected, the Parish may substitute a similar cistern. During any event described in this paragraph, the Parish may remove interred remains from the Columbarium and store such remains in a location and manner determined by the Parish until the completion of the enlargement, remodeling, or construction.

At the time that these Rules, Policies, and Regulations are adopted, the Parish plans to enlarge and remodel the Columbarium.

B. *Termination.* It is the intent of the Parish to maintain the Columbarium in perpetuity. However, if there is damage to the Parish campus or the Columbarium, or the Parish reasonably determines that it is not feasible to continue the Columbarium, or the Parish ceases to exist, the Columbarium may be discontinued. If the Columbarium is discontinued, all Certificate Holders' privileges shall terminate without any requirement for refunds. In that case, the Parish or its successors shall use reasonable efforts to notify the Certificate Holder(s) or their successors by letter at the current address provided to notify them of relocation of the Columbarium and/or afford them the opportunity to remove urns from the Columbarium. Removal of the urns will be the expense of the person assuming responsibility for the removal.

### **13. INDEMNITY FROM LIABILITY**

The Parish and/or its successors shall not be liable for any damages or for any loss resulting from or to the Columbarium facilities, cistern, urns or any interred remains. In addition, no individual member of the staff of the Parish, no individual member of the Vestry or member of a committee designated to maintain or supervise the Columbarium, shall be personally liable for any damages or for any loss resulting from or to the Columbarium facilities, cistern, urns or any interred remains.

The Parish may carry such insurance for its own benefit relating to the Columbarium and contents as the Parish sees fit; however, there is no obligation upon the Parish to provide any insurance for the benefit of the Certificate Holders.

### **14. REMOVAL OF CREMATED REMAINS**

If after interment, a family member or other authorized individual desires to remove cremated remains entirely from a Columbarium niche, that request must be in writing, setting forth the reasons and circumstances for the request, including the authority of the person making the request. If the Rector is satisfied that the request is appropriate and has received an indemnity agreement from the requesting party, the Rector may approve the request. If such request is granted, the entire amount of the fee and the Certificate shall be forfeited and all rights of interment shall cease. Thereafter the niche shall become and be available for designation by the Parish for the use of other members or persons eligible under the terms and conditions of these Rules, Policies and Regulations.

Remains will not be removed from the cistern (see section 7 above).

### **15. COLUMBARIUM AREA**

The Columbarium area is part of the Parish garth and is an area intended as a gathering place for a wide variety of the Parish's activities, events and daily usage. Thus, while the Columbarium area is a place for prayer, reflection and remembrance, the area is not dedicated solely for this purpose. Rather, the Parish garth, which includes the Columbarium area, is an open gathering area for the entire Parish congregation for activities unrelated to the Columbarium.

**16. CERTIFICATE HOLDER'S OBLIGATION OF NOTIFICATION**

The Certificate Holder of interment rights has an obligation to keep the Parish notified concerning his or her name and current address, any and all changes and related information.

**17. FLOWERS**

Flowers or plants may be placed in the Columbarium area only as directed by the Rector or his/her designee. The placing of any items, such as toys, signs, flags, artificial flowers, wreaths, potted plants, ornaments or any other article not provided by the Parish shall not be permitted in or near the Columbarium area. Any of these items (including wilted flowers) may be removed by the Parish and disposed of without notice or liability to the Certificate Holder.

**18. EXCEPTIONS TO AND AMENDMENT OF RULES, POLICIES AND REGULATIONS; MISCELLANEOUS**

The Vestry at the recommendation of the Rector has discretion to make exceptions to these Rules, Policies and Regulations as the Rector and Vestry deem necessary.

The Vestry of the Parish may, at any time, repeal, suspend, or waive any or all of the rules and requirements of these Rules, Policies and Regulations. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Vestry, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

The Vestry will use reasonable efforts to notify the Certificate Holders of such changes by letter to the address on file with the Parish.

The Columbarium has not been designated as a cemetery, will not be dedicated as a cemetery, and is not intended to be a cemetery.

These Rules, Policies and Regulations amend and restate all other rules, policies, and regulations of the Columbarium in their entirety as of November 28, 2018.

These Rules, Policies and Regulations are adopted by the Vestry of The Episcopal Church of the Good Shepherd, Austin, Texas on November 28, 2018.

**APPLICATION FOR CERTIFICATE OF RIGHT OF INTERMENT**  
 (Please Type or Print Clearly – Separate Application Required for Each Niche)

Full Name of Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Full Name of Eligible Person or Persons Who Will Be Interred:

Person 1: Name \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

Person 2: Name \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

Terms of Purchase

1. Full Payment Submitted with Application.
2. The Applicant agrees that the Columbarium Rules, Policies and Regulations governing operation of the Columbarium as now existing and which may exist in the future are a part of this application for all purposes, and acknowledges receipt of a copy of the existing Rules, Policies and Regulations. Applicant acknowledges that persons named above are eligible for interment.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR PARISH USE ONLY</b>		
Application Received by:	Date:	Time ____ am/pm
Payment Submitted:		
Application Approved by:	Date:	
Applicant Notified of Action by:	Date:	Niche No.

**APPLICATION FOR PLACEMENT OF CREMATED REMAINS IN COLUMBARIUM CISTERN**

(Please Type or Print Clearly)

Full Name of Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Full Name of Eligible Person Whose Cremated Remains Will be Placed in Cistern:

Person: Name \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

Terms of Purchase

1. Full Payment Submitted with Application.
2. The Applicant agrees that the Columbarium Rules, Policies and Regulations governing operation of the Columbarium as now existing and which may exist in the future are a part of this application for all purposes, and acknowledges receipt of a copy of the existing Rules, Policies and Regulations. Applicant acknowledges that the person named above is eligible for placement in the Columbarium cistern.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>FOR PARISH USE ONLY</b>	
Application Received by:	Date:
Payment Submitted:	
Application Approved by:	Date:
Applicant Notified of Action by:	Date: