

RULES, POLICIES AND REGULATIONS GOVERNING
The St. Richard Catholic Church Columbarium
1242 Lynnwood Drive Jackson, MS 39206-6127

I. PURPOSE

The Columbarium (hereinafter “the Columbarium”) of St. Richard Catholic Church (hereinafter “Church”) have been created by action of the Parish Columbarium Committee (hereinafter “the Committee”) of the Church to provide a space for depositing (hereinafter “inurnment”) of cremated remains (hereinafter “cremated ashes”) of deceased church members and other eligible persons, and to memorialize other deceased eligible persons.

II. GOVERNANCE

A. *The Columbarium Committee (hereinafter “the Committee”)*. The Columbarium is owned by and is a part of the Church. The Committee administers, operates and maintains the Columbarium under the authority delegated to it by the Parish Finance Council, as reflected in these Rules, Policies and Regulations. Any authority with respect to the Columbarium operation and upkeep, which is not delegated herein to the Committee, shall be retained by the Parish Finance Council.

B. *Committee Membership and Appointment*. The Committee shall consist of three to five people, all of whom shall be members of the Church. The Pastor shall be an ex-officio member of the Committee. Committee members shall be appointed by the Pastor after consultation with the Parish Finance Council, and shall serve three year terms.

C. *Committee Functions and Duties*. The Pastor shall have authority to:

1. Appoint the Chairman, Vice-Chairman and Secretary/Treasurer with concurrence of the committee.

2. Adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special 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’s members, and the actions shall be taken upon a majority vote of the Committee members in attendance.

3. Consistent with these Rules, Policies and Regulations, establish policies for the sale of niches and the inurnment of cremated ashes and shall adopt and utilize contracts, forms and other documents necessary for or incidental to such sales, inurnments and inscriptions.

4. Receive proceeds from the sales of niches and make disbursements or expenditures as the Committee deems necessary for the proper administration, operation and maintenance of the Columbarium subject to accounting for such financial transactions to the Parish Finance Council upon request, but in any event, not less than annually. The Committee shall also establish and maintain in the Church’s name such account or accounts with financial institutions as the Committee deems necessary in which to deposit receipts related to the Columbarium including the proceeds from the sale of niches and from which to make the disbursements or expenditures related to the Columbarium.

5. Generally administer, operate and maintain the Columbarium consistent with these Rules, Policies and Regulations, and maintain all records and documentation relating to the Columbarium the sale of niches and all inurnments in the Columbarium.

III. ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the cremated ashes of any member or past member of the Church, and members of his or her immediate family in good standing with the Church according to Canon Law (cf Ca 1183-1184). Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any member of the clergy serving the Church, or clergy who formerly served the Church, immediate family (as defined above) is also eligible. Requests for the inurnment of others may be honored if recommended by the Committee and approved by the Parish Finance Council.

IV. PURCHASE OF NICHES

Each space for inurnment (hereinafter "niche") in the Columbarium shall have a capacity for two urns as long as they fit within the dimensions of the niche (see Section IX-B). To purchase a niche, an eligible person should first obtain a Columbarium packet from the Church office, in which is contained a copy of the Columbarium Brochure, the Columbarium Rules, Policies and Regulations, and all applicable forms. The applicant should complete all appropriate forms and submit them with payment to the Committee. A member of the Committee will contact the applicant to insure that all information is correct, and will then submit the application to the Committee for final approval. When the application is approved, the applicant will be issued a Certificate of Right of Inurnment as appropriate (hereinafter "Certificate").

V. FEES

The current one-time fee for the right of inurnment in the Columbarium is noted in the Presale Agreement. This fee includes all costs directly associated with inurnment and the inscriptions of names and dates, and the perpetual care of the Columbarium. Such fee does not include the cost of cremation, transportation and other off-premises costs. Such fees may be changed in the future on recommendation of the Committee and approval of the Parish Finance Council. Current holders of Inurnment Rights will neither be reimbursed in the event of a future reduction in the one-time fee for such right, nor assessed additional costs in the event of a future increase in the one-time fee for such right.

VI. SELECTION OF NICHES

When an application has been approved, the applicant will have the right to select any niche(s) which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received.

VII. WAIVER OF FEES

Whenever the Pastor deems it appropriate to waive any portion, or all, of the payment for a niche for anyone otherwise eligible who has recently died, or for whom death is imminent, such waiver shall be approved by the Parish Finance Council, and the Committee shall be so informed. This shall be done discreetly, and the niche can be selected without prejudice against such method of acquisition from any of the remaining unsold niches by the person in need, or his or her survivor(s).

VIII. MANNER OF OWNERS' DELIVERING OF ORDERS

The Church and the Committee shall be held responsible only for written orders given in person or by

certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to the inscription upon or the location of the niche where inurnment is desired.

IX. INURNMENT PROCEDURES

A. *Services.* Only the Pastor of the Church, or such other person as shall be approved and authorized by the Pastor, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor and the family of the deceased person to be inurned, and only such service, according the Rites proscribed in Cannon Law, as shall be approved by the Pastor shall be conducted.

B. *Urns.* The only urn that may be used for the inurnment of cremated ashes in the Columbarium shall be the urn provided by the owner of inurnment rights and at their expense and sized to fit within the measurements of the niches. Containment vessel for the ashes or urn must be sealed and the name of the deceased shall be permanently affixed to the urn or containment vessel.

Single Niche ---Size: 12 inches x 12 inches x 12 inches

C. *Inscription on Niches*

1. *Uniformity of Inscription:* The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the inurnment rights shall include the cost of such inscription.

2. *Conformity of Text:* The maximum niche inscription for the single niche shall be: The full name of the deceased person, his or her date of birth, and his or her date of death. All inscriptions must fit within the physical space limitations of the front surface of the niche.

3. *Correctness of Inscription:* An inscription order form will be provided in the Columbarium packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Committee Secretary. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party performing the work of the inscription, and only when such inscription deviates from the name and dates as filled in on the signed inscription order form.

X. FLOWERS, ORNAMENTS AND DECORATIONS

A. *Floral Regulations.* Flowers, plants or other objects may be placed in the Columbarium area only with the approval of the Parish Pastor, Committee Chairman or a majority of the committee. These items will later be removed at the discretion of Parish Pastor, Committee Chairman or a majority of the committee.

B. *Prohibited Ornaments.* The use of felt, crushed silk, or any other cloth in a Columbarium niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee and disposed of without notice or liability to the owner.

XI. OWNER'S OBLIGATION OF NOTIFICATION

The owner of inurnment rights has an obligation to keep the Church notified concerning his or her

current address and related information.

XII. PERPETUAL CARE FUND

Funds from the sale of niches in excess of initial construction costs and associated expenses shall be maintained by the Church, in a separate account or accounts and under direction of the Committee, as a perpetual care fund for the upkeep of the Columbarium, (except as covered in Section XVII Termination of the Columbarium) including the following:

1. Routine maintenance;
2. Floral arrangements and seasonal decorations as deemed appropriate;
3. Inscription and installation of engraved plaques on niches following inurnment;
4. Insurance as required;
5. Future additions, modifications and/or repairs to the Columbarium; and
6. Other uses at the discretion of the Committee, subject to Parish Council approval.

XIII. TRANSFER, SURRENDER AND REMOVALS

A. *Transfer or Surrender of Right of Inurnment.* The Right of Inurnment shall be non-transferable, except as provided herein. If any holder of a Certificate desires to transfer the Right of Inurnment to another individual, such transfer shall be limited to the Certificate holder's immediate family as defined in Article III of the Rules, Policies and Regulations Governing the Columbarium, and only under justifying circumstances, and only by written approval of the Committee. Any such transferee must meet the criteria in said Article III, and, depending on the circumstances, payment of additional fees and expenses may be required. The right to inurn cremated ashes in the Columbarium may be voluntarily surrendered by any holder of a Certificate, and in such event such right of inurnment shall revert to the Church and shall be thereafter controlled by the Committee. In the event of such surrender there shall be no refund or other compensation due the Certificate holder, his or her family or estate. If cremated ashes of a decedent listed on a Certificate is not inurned within two years of their date of death, the Committee may consider the Right of Inurnment abandoned after giving reasonable written notice to the decedent's family or estate of such intent, in which case, the subject niche(s) shall revert back to the Church without refund unless the abandonment is challenged in writing, in which case, the Committee shall act at its discretion, to include allowing a reasonable time for inurnment to occur thereafter.

B. *Removal.* Cremated ashes remain the property of the family or estate of the deceased. If cremated ashes from the person(s) listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremated ashes, approval of the Church in writing, acting through the Committee, shall be required. Any such desire to remove cremated ashes must be communicated to the Committee with sufficient time to approve same officially and in writing, and to provide for official and appropriate oversight of any such removal. In the event of a dispute over the removal of cremains, the Church, acting through the Committee, must be presented with a certified copy of an order from a court with competent jurisdiction allowing for the removal of said cremains. In the event of such removal, rights to the niche will revert to the Church, and there shall be no refund or other compensation due the Certificate holder, his or her family or estate.

C. *Niche Use.* No cremated ashes may be inurned in any niche except those for persons listed on the Certificate of Right of Inurnment for that niche, unless otherwise first approved by the Committee.

XIV. TITLE AND RETAINED RIGHTS

The holder of a Certificate acquires no property rights in the Columbarium, any of its niches, or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremated ashes of the person(s) named on the Certificate.

Assignment of cremated ashes 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 Committee, the latter shall take precedence and shall control.

XV. REMOVAL OF CREMATED ASHES BY THE CHURCH

Cremated ashes may not be removed from the Columbarium without the written consent of the Church, acting through the Committee. In the event the Columbarium requires repairs in order to maintain its integrity, or in the event the Columbarium is relocated on the property of the Church, the Owner agrees to permit the temporary removal of any cremated ashes until such repairs or relocation may be completed.

XVI. SECURITY OF CREMATED ASHES

The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremated ashes in niches. The holder(s) of any Certificate, their family, survivors or successors, shall assume the risk of the loss, destruction or desecration of the decedent's cremated ashes from any or all other causes.

XVII. TERMINATION OF THE COLUMBARIUM

The Right of Inurnment continues perpetually as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and in the unlikely event a replacement Columbarium is not furnished at the new site, the Right of Inurnment will cease. This occurrence is very unlikely since the Church has a special reserve fund earmarked for replacing the Columbarium with the intention of making it perpetual. In the event the columbarium is not replaced, the Church will notify the Owner (or his or her family or legal representative successors) that they must remove the cremated ashes from the niche. If no one of such persons removes the cremated ashes within a reasonable time, to be designated by the Committee, or if no one of such persons can be contacted within such reasonable time, the Church has the right to relocate the cremated ashes as it deems proper. In such event no refund in any amount for the purchase of the Rights to Inurnment will be made.

XVIII. PERSONAL CONDUCT IN THE COLUMBARIUM AREA

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in the Nave. The Pastor and the Committee are empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

XIX. PROTECTION AGAINST LOSS

The Church may carry such insurance for its own benefit upon the Columbarium as the Committee sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the holders of Certificates.

XX. AMENDMENT OR WAIVER OF OPERATING RULES

The Parish Finance Council may, at any time, amend, 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 assumed, unless specifically waived in writing by the Parish Finance Council.

Signature below of the Rights Holder acknowledges they have read the RULES, POLICIES AND REGULATIONS GOVERNING THE COLUMBARIUM and agree to them.

Rights Holder:

Name Printed _____

Signature _____

Date signed _____

Address Street _____

City _____ State _____ Zip Code _____

Telephone Number _____
