

Grace Evangelical Lutheran Church
5600 W. Paltaire Ave. Glendale, AZ
Columbarium Rules, Policies and Regulations
May 27, 2021

Purpose of the Columbarium:

The columbarium at Grace Ev. Lutheran Church (Grantor) provides a special place for the internment of cremated remains of deceased church members and other eligible persons (Grantees). The Columbarium was established to provide a meaningful, and more affordable choice for families when a loved one dies.

Management of the Columbarium:

The Church Council of Grace manages the Columbarium, maintains care of the facility and maintains the records regarding purchases of niches and persons interred in the Columbarium including names and dates of birth, death and inurnment.

The Niche:

Each niche has the capacity for two urns. The polished sheet bronze urn, urn identification plate and engraved facing stone will be obtained at the expense of the grantor. The contents of each niche will be limited to the deposit of the urn(s) and each may contain only the cremated remains of one or two humans. Small items of sentimental value, such as wedding rings, etc. may be placed in the container before it is sealed, but may not be extracted or added to after sealing.

Eligibility for Inurnment:

Niches are available to current and deceased members of Grace and their spouses or children (natural or adopted). Members of other Wisconsin Evangelical Lutheran (WELS) churches may also purchase niches subject to Church Council approval. Non-members of WELS churches will not be eligible to purchase. Situations not specifically covered in this section would also be subject to Council approval.

Fee to Reserve a Niche:

The fee to reserve a single niche in the Columbarium will be \$2,000 at pre-construction and \$2,250 subsequent to construction. The fee to reserve a double niche will be \$2,250 at pre-construction and \$2,500 after construction. The Church Council maintains the right to revise fees in the future as deemed appropriate. Any changes will not be applicable to persons who have already reserved a space and paid the applicable fee. The fee includes the right of inurnment in the reserved niche with space for either one or two (2) urns and ongoing care of the Columbarium. The reservation fee does not include the cost of cremation.

Reserving a Niche:

A niche may be reserved by submission of a Columbarium Use Request (Columbarium Form #1) to the Secretary of the Congregation. Once approval is granted, and payment of the applicable fee is made, the Church will issue a Columbarium Certificate (Columbarium Form #2) identifying the assigned niche, as well as the individual(s) granted the right to use the niche.

Designation of Person to be Inurned:

Each applicant for columbarium inurnment must designate the person(s) to be inurned by completing a Columbarium Inurnment Request (Columbarium Form #3). No remains may be inurned in a niche except those of the person(s) designated per the Columbarium Certificate. At any time prior to death of the person(s) to be inurned, the holder of a Columbarium Certificate may request to designate a different or an additional person to be inurned in a reserved niche by submitting said request to the Church Council for consideration. The appropriate fees will also be required if the request is to increase the number of cremated remains in the niche.

Identification of Cremated Remains:

The Church, its employees or agents shall not be responsible, or liable, for the identification of the cremated remains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the cremated remains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremated remains delivered to the Church for placement within a niche.

Inurnment Service:

Only a Pastor of Grace Evangelical Lutheran Church, or another person authorized by the Pastor or Church Council shall officiate the service at the Columbarium. The service shall be conducted at the convenience of the Pastor and the family of the deceased.

Flowers, Flags, Signs and other Decorations:

No flowers, real or artificial, are allowed in the Columbarium area except at the time of inurnment. Flags, signs and other decorations may not be placed in or near the Columbarium.

Transferring Rights to a Niche:

The right to use a reserved niche may not be sold or otherwise transferred unless approved by the Church Council. Prior to use of the niche, Grantor agrees to buy back the rights hereby conveyed upon request of Grantee and in such event will return 50% of the amount paid in full payment.

Title and Retained Rights:

The Columbarium is owned by the church. The holder of a Columbarium Certificate acquires no property rights in the Columbarium niches - only the right to inurn the cremated remains of the person(s) named on the Certificate.

Security of Cremated Remains:

The Church will take reasonable precautions to protect the Grantee from loss or damage but assumes no liability for causes beyond its control including, but not limited to, acts of God, vandalism, thefts, accidents, riots, military action or strikes. Loss or damage to any item within the reasonable control of the Church will be limited to no more than the funds paid for any contracted items.

Removal or Relocation of Cremated Remains by the Church:

Grantor agrees to place the ashes in the niche, securely close the niche, and maintain the niche at its expense. Grantee acknowledges that the Church cannot guarantee that it will be able to continue operations of its Columbarium forever. If and when the time should arise for whatever reasons that the Columbarium needs to be relocated, removed, changed or dismantled, that determination will be made at the sole discretion of the Church. Notification of such projected actions shall be published in the Church newsletter at least one month prior to such action. All monies set aside for this contingency shall be under the control of the Church and under no circumstances shall any person or persons be entitled to any refund from the Church as a result of such actions. The Church shall, with no responsibility for success, make a reasonable attempt to locate next-of-kin to inform them of an intended action. At that point, the Grantee, heirs, representatives, executors or administrators, or any next-of-kin may elect to remove the cremains from the niche and provide burial elsewhere, or they may rely upon the Church to dispose of the ashes in an appropriate manner.

Cancellation of a Niche Certificate:

Cremated remains are the property of the family or estate. If the remains of the person(s) designated in the Certificate are removed by the spouse or with the unanimous consent of the deceased surviving children, the Certificate may be cancelled and returned to the Church with no compensation due to the holder of the Certificate, holder's estate or any other person or group. Cremated remains may not be removed without consent of the Church Council.

Funeral Service:

The Church expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Church, its employees, representatives or agents make no claim that the Church provides mortuary service or any other service that may require licensing by the State of Arizona or by the State Board of Funeral Directors and Embalmers. The Church does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other titles which might be construed as to claim any type of regulated position.

Warrants:

The Church makes no guarantees or warrants concerning the durability or the expected life or condition of grounds, facilities or products offered to the Grantee. The Church offers these products and services for the sole purpose of providing a means for Christian burial.

Access to Church Grounds:

The Church reserves the right to set hours that the columbarium / memorial garden will be open or available for visiting or services.

Additions or Amendments:

The parties recognize that additions or amendments to these Rules, Policies and Regulations may be deemed necessary by the Church for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.