



FAITH

LUTHERAN CHURCH

Columbarium Contract

Faith Lutheran Church - Georgetown, TX

1. Name & Purpose

Faith Lutheran Church, LCMS, located at 4010 Williams Drive, Georgetown, TX 78628, hereinafter referred to as "FLC", provides and maintains a Columbarium for the eligible remains of those deceased individuals associated with the congregation for their beloved.

2. Subject to Laws

In addition to this Columbarium Contract, all inurnments, disurnments, and removals shall comply with all federal, state, and local laws to the extent they are applicable to FLC. Nothing herein shall be construed as a waiver of any exemption of FLC as pursuant to the laws, rules, and regulations.

3. Sale Of Niches

The sale of niches does not constitute the sale of property but is solely the sale of space within the niche. All ownership of the land and columbarium remains with FLC. Niches are for the cremated remains of Eligible Persons upon the payment of all fees in effect at the time of the sale and execution of all required documents. The sale of niches shall be evidenced by a signed contract and a Right of Placement Certificate issued by FLC to the eligible Person(s) or their representative.

Niche sales may be cancelled by written notification addressed to and received by the Church Council from the Eligible Person in whose name the sale was made or that person's legal representative. Should a sale be canceled, FLC will, upon a written

request, refund the sales price paid without interest and without any maintenance fees required to replace niche cover.

4. Columbarium Management

- A. The Columbarium consists of niches for the placement of the cremated remains of Eligible Persons (defined below). Each niche is uniform in size and bears a specific number. The niches are designed for single or double use and the placement of more than two (2) people is prohibited. The Church shall, at all times, have full control of the Columbarium. Such control shall be exercised by the Church Council.
- B. The Business Manager of FLC will serve as Custodian for the Columbarium records. The Business Manager specifically shall record and safeguard duplicated records of the following:
 - a. Each person for whom a contract is executed for reserving a niche, plus date and cost of purchase.
 - b. The names and contact information of the next of kin of the person(s) for whom a contract is issued.
 - c. A diagram showing the individual niche reserved by contract in the Columbarium.
 - d. Receive date of birth and date of death (copy of Death Certificate) and make arrangement for the engraving of such on-niche cover/face plate.
 - e. The date and placement of the remains in its reserved niche.
 - f. Any other activity that affects the well-being of a contracted niche.
- C. One set of Columbarium records shall be kept available for reference in and through the Church Office, the second set shall be kept off site.
- D. The FLC Trustees will consult with the Church Council regarding the furnishing and physical maintenance of the Columbarium area.

5. Policies and Procedures

- A. Only the remains of humans shall be inurned in the Columbarium. No valuables, trinkets, medals, or other personal items shall be placed in the urn or niche.
- B. The use of felt, crushed silk, satin, velvet, or other cloth in a Columbarium niche is prohibited.
- C. Persons eligible to be inurned within FLC's Columbarium are:
 - a. Members of FLC.
 - b. Spouse of Members of FLC.
 - c. Parents and children (natural, adopted, fostered or step of the above stated persons) of members of FLC.
 - d. Pastors who have served FLC.

- e. Requests for the inurnment of non-eligible persons may be honored in the event such persons are recommended to and approved by the Church Council.
- D. Niches will be reserved when a certificate or contract issued by the Business Manager is executed and when full payment is received.
- E. The one-time fee for the Right of Inurnment shall be as stated in the Fee Schedule. The fee includes:
 - a. A niche in the Columbarium with rights as described in paragraph I below.
 - b. An urn (two per niche contract max) provided by FLC. The urns will be provided to the crematory for emplacement of remains. Cap will be permanently attached once remains are enclosed at the crematory. The name of the deceased shall be affixed permanently to the urn. If another urn is desired, it must be sealed and of a material and size approved by the Church Council.
 - c. Engraving of the up to two names (First, MI, Last), date of birth and date of death for each inurned, on the niche cover.
 - d. A maintenance fee.
 - e. Opening and closing of the niche cover at inurnment.
- F. The fee will be administered in a manner consistent with other reserved FLC funds. "Niche purchases are not donations to the Church, will not be included in member's giving reports, and cannot be claimed as tax deductions on individual tax forms."
- G. The Fee Schedule may be amended by the Church, as needed and as changing conditions require. Current Holders will neither be reimbursed nor assessed additional costs if the Fee Schedule changes.
- H. This contract states the rights of the parties, including specifically a provision granting full authority to FLC to move or relocate Columbarium with niches, if for any reason, FLC's Columbarium is required to be relocated.
- I. The reservation of a niche and the full payment of its fee gives the individual the right to be inurned but does not convey ownership of property by the individual. FLC provides ONLY the niche, urns, engraving of niche cover, and is not responsible for any other cost or cremation expense of whatever nature. No transfer or reservation of a Columbarium niche may be made to another person, estate, or corporation by the contract holder. However, FLC may repurchase a niche from the contract holder for the original price less any cost incurred in the replacement of the niche cover. However, NO repurchase, or refund can be performed once remains have been inurned.
- J. The Rite of Inurnment for all inurned within FLC's Columbarium will be according to the Christian form of worship as prescribed by FLC and always conducted by the authority and supervision of the pastoral office of FLC.

- K. No flowers or plants shall be placed in the Columbarium at any time except during Inurnment Services and for a maximum of three days following inurnment unless sponsored by the congregation and approved by the Church Council.
- L. No boxes, cans, shells, toys, wreathes, metal, signs, cards, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the Columbarium area unless sponsored by the congregation and approved by the Church Council.
- M. The Church reserves the right to have unapproved articles removed and disposed of without notice.
- N. It shall be the responsibility of the Holder to notify the Church office of any change in their contact information. Notice sent to a Holder at the last address on file in the Church office shall be considered sufficient and proper legal notification for all purposes.
- O. Reopening of and removal of remains from a niche will be made upon receipt of written request and payment of applicable costs for custody of the remains and after approval of the Church Council.
 - a. Remains remain the property of the family or estate of the deceased. If the remains for one or both persons listed on the Certificate have been inurned in their assigned niche and the survivors wish to remove all the remains, rights to the assigned niches will revert to FLC with no compensation due to the Holder or Holder's estate.
 - b. Removal of remains so that the niche inurnment rights may be sold for profit or removal contrary to the expressed wish of the original Holder is forbidden.
 - c. Remains and the niche cover may be removed from the original niche in the Columbarium upon the written consent of the Church Council. If the move is requested by the Holder, then the Holder will pay for the cost of the removal. If the move is at the convenience of FLC, there will be no charge.
- P. In the event FLC is moved to another location, or should it be necessary to move the Columbarium to another location on FLC property, it shall be the responsibility of FLC to provide facilities for the re-depositing of the remains committed to its care. The Church Council shall make reasonable efforts to locate and notify surviving heirs as to the new location.
- Q. If there has been no prior inurnment and the Eligible person or his legal representative determines the niche is no longer needed, the Eligible person shall have a right to donate the niche. The Holder will provide a written notice to the Church requesting the donation to FLC. Within 30 days, the Church will provide written acceptance of the donation to the Holder. Original payments will be directed to the care and maintenance of the Columbarium. The donated niche will be available for resale by FLC.

- R. If a niche remains unused more than ten years following the death of the individual to whom the contract was issued the niche will revert to FLC with NO reimbursement or refund. Prior to this reversion, the Church will make good faith efforts to communicate with the executor or next of kin listed on the contract.
- S. If after 25 years from the date of the Inurnment Certificate, no remains have been inurned in an assigned niche specified on a Certificate and the Holder of the Certificate cannot be located after good faith efforts are made by the Church Council to locate the Holder, the Right of Inurnment and the Certificate shall be deemed null and void and the assigned niche will revert back to FLC with no compensation due to Holder or Holder's estate. The Church Council will be free to reassign the abandoned niche.

6. Amendments

No part of this contract shall be suspended, repealed, annulled, altered, or amended without the Church Council's approval and documentation.

7. Reserve and Maintenance Fund:

- A. Funds accumulated from the sale of niches will be placed in at least one restricted bank account.
- B. For a period of at least five years, all such funds shall be restricted for the operation, maintenance and care of the Columbarium grounds, as well as for potential refunds of amounts paid as previously described. In the event accumulated funds exceed these needs, as determined by the Church Council, these funds may be used for expansion of the Columbarium.
- C. After five years, the restricted funds will be reduced to an amount necessary for the expected operation, maintenance and care of the Columbarium for perpetuity. The reduction of the restricted funds will be placed in the general operating account of FLC and can be used for the general operating needs of FLC.

8. Liability:

FLC shall not be liable for carrying out the written directions of a decedent or the directions of any person who represents that the person is entitled to control the disposition of the decedent's remains. FLC's liability to any Eligible Person, his or her heirs, family, or personal representatives, in connection with the ownership, use or maintenance of the Columbarium shall be limited to the fee paid for the right to use a niche.

Signatures Of Approval:

Signatures of officers of Faith Lutheran Church in authority on January 28, 2025, represent the approval of the Congregation Council by majority vote adopting the Columbarium Policy. Changes and/or revisions to all or part of the document must pass the Church Council by majority to adopt any or part of the proposed changes and/or revisions.

Signatures:

<to be added when contract is ready to be signed>