

## **COLUMBARIUM RULES AND POLICIES**

St. Paul's Episcopal Church  
1105 South Blackburn St.  
PO Box 1148  
Brady, TX 76825  
(325) 597-1330

### **I. Establishment**

The 'Church,' when used in this document, refers to St. Paul's Episcopal Church in Brady, TX. The Columbarium is owned by the Church and controlled by the Vestry of the Church. The Vestry, who formulated these rules and policies, governs the use and management of the Columbarium and the granting of a Certificate of Right to Interment as set forth in this document. These rules and policies contain the terms and conditions of the Columbarium Purchase Agreement between the Church and an individual purchaser of a Right to Interment.

### **II. Terms and Conditions of Purchase of Right to Interment**

Each individual desiring to purchase a Right to Interment in the Columbarium shall submit a Columbarium Purchase Agreement to the Vestry. This form requests information necessary for the Vestry to act upon the acceptance of the Agreement. The purchaser will be given a copy of these Columbarium Rules and Policies when the Agreement form is requested.

- A. **Eligibility:** A Right to Interment is available for purchase to members of St. Paul's Episcopal Church and their immediate family members on an as-available basis. The Right to Interment will entitle the purchaser named to use a designated Niche space in perpetuity.
- B. **Availability:** The Vestry reserves the right to approve or disapprove by a majority vote any Columbarium Purchase Agreement for the interment of cremains in the Columbarium. Only human cremains accompanied by a cremation certificate issued by the crematory are eligible for interment in the Columbarium.
- C. **License of Space:** Once the Vestry has awarded a Certificate of Right to Interment to the purchaser and received full payment, it will assign a Niche space and note the assignment in its records. A copy of the fully executed Certificate of Right to Interment will be given to the purchaser.
- D. **Location and Appearance:** The Columbarium is located on the grounds of the Church on the north side of the sanctuary. The Columbarium will remain free of all flowers and decorations at all times.
- E. **Transfer:** The Right to Interment may not be transferred or assigned to another person without the consent of the Vestry. Any purchaser of an unused Right to Interment may complete the Release Agreement and return the Niche to the Church. The Vestry is responsible of reassigning the Niche

space to another purchaser. The Church will refund 50% of the Right to Interment purchase price to the purchaser or closest kin who returns an unused Niche space.

### **III. Interment**

The Vestry shall determine the purchase price of each Right to Interment in the Columbarium and has the right to amend the purchase price at any time. As of the approved date of October 1, 2024, the cost shall be \$800 per Niche, which has enough space for two cremains canisters. A half of a niche may be purchased for \$400. The Vestry reserves the right to determine occupancy for the other half of the Niche. The Columbarium Purchase Agreement and the Certificate of Right to Interment are granted once payment is received in full.

- A. The right or interest of real property is not created in the purchasing of the Right to Interment.
- B. The purchaser of the Right to Interment will be entitled to choose a location in the Columbarium on an as-available basis.
- C. There shall be no refund of any payment except as noted in Section II.E (transfer of Right of Interment) and in Section IX (removal of cremains) of this document.
- D. Payment entitles the purchaser to the following benefits granted by the Certificate of Right to Interment:
  - 1. Interment service conducted by the Rector.
  - 2. Canister for cremains.
  - 3. Bronze plate and inscription on the plate.
  - 4. Use of space within a Niche in perpetuity.
  - 5. Perpetual care of the Columbarium.

### **IV. Notification of Address Change**

The purchaser of a Right of Interment has an obligation to keep the Church notified concerning his or her current address and contact information. Neither the Rector nor the Vestry shall bear any liability for any action taken without the consent of a purchaser if the contact information in the purchaser's file is not current.

### **V. Canister for Cremains Limitation**

The purchaser agrees to use Niche space and cremains canisters provided by the Church. No object of any description shall be placed in a Niche except the canister. The Church may, at its discretion, remove or require the removal of any item placed in a Niche space not approved by the Church.

### **VI. Identification of Cremains**

The Church, its employees, and its agents are not responsible or liable for the identification of the cremains of any person at the time of the Interment or at any subsequent time. The Church acts in good faith that the

cremains are those of the person on record. Permanent marking of the deceased's name and date of death will be required on all cremains delivered to the Church for Interment, in addition to a cremation certificate issued by the crematory.

## **VII. Limitation of Liability and Security**

The Church and the Vestry have taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones. The Church is not liable for loss or damage resulting from causes beyond its control, including acts of God, vandalism, theft, accidents, riots, military action, or strikes.

## **VIII. Termination of Columbarium**

The Right to Interment shall continue as long as the present Church Columbarium stands and is owned by the Church. In the event of the demolition of the Columbarium, its sale by the Church, or the church ceases to operate or no longer remains an Episcopal Church, such Right to Interment shall cease. The Church will send written notice of impending sale or demolition to the last known address in the Church's records of the surviving spouse or next of kin of the person(s) whose cremains are contained in the Niche space. The surviving spouse or next of kin shall have the right to remove the cremains. If no one removes the cremains within ninety (90) days after the Church has sent written notification of impending demolition or sale, the Vestry shall remove the cremains and arrange for their placement of cremains in another appropriate place as the Church Vestry may determine in its sole discretion.

## **IX. Removal of Cremains**

If the current purchaser or closest survivor wants the remains moved to another location, he/she shall sign a Release Agreement to release the Right to Interment, at which time the designated Niche will revert to the Church. The Church shall refund 50% of the Right to Interment purchase price to the purchaser who chooses to remove the cremains to another location.

## **X. Reconfiguration of the Columbarium**

The Church reserves the right to modify or relocate its Columbarium. If any such event affects a Niche referred to in a Certificate of Right to Interment, the Church shall substitute another Niche of substantially like size and character. At that time, the purchaser shall have the same rights in a substituted Niche as granted by the Certificate of Right to Interment and the Columbarium Rules and Policies.

## **XI. The Vestry's Authority over the Columbarium**

The Vestry, in consultation with the Rector, shall manage the use and maintenance of the Columbarium in accordance with the rules and policies set forth in this document. The Vestry reserves the right to amend the Columbarium Rules and Policies when needed. The purchaser of a Right to Interment recognizes that amendments to these rules may be necessary and agrees to abide by changes made.

A. Duties: The Vestry, in council with the Rector, will:

1. Manage the affairs of the Columbarium on a day-to-day basis.
2. Maintain files and records (as specified in Section IX.D in this document).
3. Record and maintain data on the identity and specific location of cremains deposited in or removed from the Columbarium.
4. Decide any questions regarding the interpretation of these Columbarium rules.

B. Annual Report: The Vestry shall prepare and present an annual report to the Church's membership at the annual parish meeting. The report will contain a summary of significant activity and the financial status of the Columbarium and recommend changes, if needed.

C. Columbarium Funds: All funds from the sale of the Right to Interments shall be accounted for and maintained in an account for maintaining, preserving, and/or expanding the Columbarium.

D. Columbarium Records: The Vestry shall maintain the following files and subsequent documents and information:

1. File by Sold Niche Number that includes the following copies:
  - Rules and Policies applicable at the time of purchase
  - Columbarium Purchase Agreement
  - Certificate of Right of Internment
  - Copy of Certified Death Certificate
  - Cremation Certificate
  - Contact Info of Family/Designated Executor
2. Columbarium Master File that includes the following of each purchased Niche:
  - a. Master Spreadsheet to include the following Niche info:
    - Date of Purchase
    - Purchaser
    - Inscription of Person Interred
    - The last place of residence of the person interred
    - Date of Birth of Interred
    - Date of Death of Interred
    - Verify Death Certificate received
    - Verify Cremation Certificate received
    - Date of Interment
    - Rector Officiating
    - Undertaker
    - Comments
  - b. Master Copies of current documents:
    - Columbarium Purchase Agreement form
    - Certificate of Right to Interment form
    - Release Agreement form

- Columbarium Rules and Policies
  - Niche Configuration Availability
  - Definitions with Questions & Answers
3. Financial Records
- Initial expenditures for Columbarium framework, Niches, and Installation
  - Funds received for the purchase of Right to Interment
  - Funds received as donations
  - Maintenance, Inscription, and supply expenditures
4. Annual Report Records
- Copies of Annual Columbarium Reports presented at Church annual meetings.

## **COLUMBARIUM DEFINITIONS with QUESTIONS & ANSWERS**

St. Paul's Episcopal Church  
1105 South Blackburn Street  
PO Box 1148  
Brady, TX 76825  
(325) 597-1330

### **I. Definitions**

- A. The Church: St. Paul's Episcopal Church - Brady, TX.
- B. Member of the Church: One who is/was regularly in attendance at the services of the church, has made and maintained a financial commitment to the parish, and is known to the treasurer.
- C. Columbarium: The structure located in the garden of the Church and containing Niches for the Interment of cremated remains.
- D. Rector: The current Rector of St. Paul's Episcopal Church - Brady, TX.
- E. Vestry: The legal representative of the parish with regard to all matters pertaining to its corporate property.
- F. Niche: One of the individual spaces in a specially constructed framework constituting the Columbarium.
- G. Interment: The placement of cremated remains in their final resting place in a Niche.
- H. Right to Interment: The right granted by the Church to an individual to the use of a Niche for the Interment of human remains.

### **II. What is a Columbarium?**

A Columbarium is a free-standing structure constructed with individual compartments, or Niches, and designed to be a permanent place of interment for human cremains following cremation.

### **III. Who may apply for Interment Space (Niche) in the Church's Columbarium?**

The right to use a Niche for placement of cremains may only be granted to Church members and their immediate family members (spouse, child, grandchild, parent, or church member). The Vestry will be the administrative body that reviews and approves the Columbarium Purchase Agreement for the Right to Interment.

### **IV. What will this cost?**

The price for the interment is set by the Vestry and subject to changes by the Vestry as warranted. This amount includes the right to use the Niche; the service of interment; a canister for cremains; bronze plate and the engraving on the plate; and, the ongoing maintenance of the Columbarium in perpetuity.

### **V. What assurance is there that the Columbarium will be properly maintained?**

The Vestry is responsible for overseeing the continual maintenance of the Columbarium and all records pertaining to it and its individual purchasers.

**VI. What type of inscription will be used on the Columbarium unit?**

The inscription upon each Niche front shall be of uniform size, style, and format determined by the Vestry. The price paid for the Right of Interment shall include the cost of the bronze plate and inscription, which shall be performed under the direction of the Vestry. The maximum inscription shall consist of the following:

NAME OF THE DECEASED  
YEAR OF BIRTH  
YEAR OF DEATH

**VII. Will the Vestry assign the location of the Niches?**

At the time of the purchase of the Right to Interment, the purchaser may designate which Niche is desired from those available.

**VIII. What proof will there be that the right to use a specific Niche has been purchased?**

When the right to use a specific Niche is purchased, a Columbarium Purchase Agreement and a Certificate of the Right of Interment will be executed between the purchaser and either the Rector or the Senior Warden on behalf of the Church. A copy of the Agreement and the Certificate will be delivered to the purchaser, and the Church will retain a copy of each. The Church will maintain a permanent record of payments and the location of all designated niches.

**IX. What are the rules about leaving flowers or decorations in the Columbarium space?**

The Columbarium space will remain free of any and all flowers or decorations at all times.

**X. What happens if the Right to Interment is purchased and later the purchaser decides he/she does not wish to be interred in the Columbarium?**

If a purchaser no longer wishes to be interred in the Columbarium, he/she (or the closest survivor) can sign a Release Agreement to release their Right to Interment, at which time the designated Niche will revert to the Church. The Church shall refund 50% of the Right to Interment purchase price to the purchaser who returns an unused Niche space.

**XI. Can the purchaser of a Right to Interment transfer their Right to Interment to someone else?**

The Right to Interment is personal to the individual who purchases Niche space and may not be transferred to another individual except upon Vestry approval.

**XII. Under what circumstance is the Niche considered abandoned?**

The space will be considered abandoned if, during 60 years, the person possessing the right to the space has not provided the seller with updated contact information.

**COLUMBARIUM PURCHASE AGREEMENT**

St. Paul’s Episcopal Church  
1105 South Blackburn Street  
Brady, TX 76825  
(325) 597-1330

I \_\_\_\_\_ (Purchaser) hereby make this application to St. Paul’s Episcopal Church – Brady, Texas, to purchase a Right to Interment in the Columbarium. I have read the Rules and Policies and agree to adhere to them for approval of the Columbarium Purchase Agreement which will include this Agreement, the Columbarium Rules and Policies, the Certificate of Right to Interment, and the Niche Configuration Diagram.

Purchaser’s Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Individual to be interred: \_\_\_\_\_

Relationship of person to be interred to Purchaser:  
\_\_\_\_\_

Inscription of the person whose cremated remains will be interred:

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Death \_\_\_\_\_



The Church hereby acknowledges receipt of the sum of \$\_\_\_\_\_ from the Purchaser and the request to the Right to Interment in Niche Number \_\_\_\_\_ of the Columbarium of the Church, subject upon the terms and conditions set in the Columbarium Rules and Policies (as they may be amended from time to time).

The Purchaser hereby acknowledges reading and understanding the above Agreement and the attached Rules and Policies, which are a part of this Agreement. Purchaser further agrees to abide by the Columbarium Rules and Policies.

PURCHASER

CHURCH REPRESENTATIVE

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Attachments: Columbarium Rules and Policies; Niche Configuration; Definitions with Questions and Answers; and Certificate of Right to Interment

**CERTIFICATE OF RIGHT TO INTERMENT**

St. Paul's Episcopal Church  
1105 South Blackburn Street  
Brady, TX 76825  
(325) 597-1330

This Certificate grants to:

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(Name of Purchaser)

- A Right to Interment in Niche Number \_\_\_\_.
- An Interment service conducted by the Rector.
- A bronze plate and inscription on the plate.
- A Canister for cremains.
- The use of Niche space in perpetuity.
- Perpetual care of the Columbarium.

All of the above are subject to the terms of the Columbarium Purchase Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.

By: \_\_\_\_\_  
(Rector or Senior Warden)

\_\_\_\_\_  
(Printed Name and Title)

**RELEASE AGREEMENT**

St. Paul’s Episcopal Church  
1105 South Blackburn Street  
Brady, TX 76825  
(325) 597-1330

THIS RELEASE OF THE RIGHT TO INTERMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
in the year of \_\_\_\_\_, between:

Purchaser: \_\_\_\_\_ and  
Rector or Senior Warden \_\_\_\_\_

**WITNESSETH**

WHEREAS, Purchaser has previously purchased a Right to Interment in the Columbarium located at the Church, Niche number \_\_\_\_\_, dated awarded \_\_\_\_\_.

WHEREAS, Purchaser now desires to release the Right to Interment to the Church;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchaser hereby releases all rights, title and interest in the Right to Interment.
2. Purchaser further releases the Church from any and all liability and obligations under the Right to Interment
3. The Church, by its signature below accepts this Release; and this Release shall be binding and to the benefit of the Purchaser, the Church and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date above written.

PURCHASER

RECTOR or SENIOR WARDEN

\_\_\_\_\_

\_\_\_\_\_

(Printed Name)

(Printed Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_