

Appendix H

Rules, Policies, and Regulations of the Prayer Garden and Columbarium

THE FIRST PRESBYTERIAN CHURCH

1801 - 19TH Street
Huntsville, Texas 77340-4226
936-295-2440

I. PURPOSE

The Prayer Garden and Columbarium are located at the First Presbyterian Church in Huntsville, TX (FPCH). The Columbarium within the Prayer Garden has been created to provide a space for storing (inurnment) of cremated remains (cremains) of deceased church members and other eligible persons. The Prayer Garden and Columbarium are owned by First Presbyterian Church Huntsville.

II. GOVERNANCE

- A. Prayer Garden and Columbarium Committee (Committee). The Committee is a committee of First Presbyterian Church Huntsville that administers, operates, and maintains the Prayer Garden under a delegation of authority from First Presbyterian Church Huntsville. The committee shall have five members. The Pastor of First Presbyterian Church Huntsville and the Facilities and Grounds Ministry Team Moderator shall comprise two of the five. The remaining three members shall be chosen by the Pastor, one of whom shall serve as Chair.
- B. Committee Functions. The Committee shall:
1. Adopt its own internal operating procedures.
 2. Budget and recommend expenditures necessary for the proper administration, operation, and maintenance of the Prayer Garden and Columbarium.
 3. Maintain all records and documentation relating to the Prayer Garden and Columbarium, and relating to or incident to the sale of rights of inurnment.
 4. Generally administer, operate and maintain the Prayer Garden and Columbarium with these Rules, Policies, and Regulations .

III. ELIGIBILITY OF INURNMENT

Inurnment in the Prayer Garden Columbarium shall be limited to the cremains of any minister or past minister of First Presbyterian Church Huntsville, member or past member, and members of any of the above immediate family. Members of immediate family shall include:

1. Spouse of the member or past member;
2. Parents, step-parents, grandparents or step-grandparents of the member or past member;
3. Children or step-children of the member or past member.
4. Spouses of children or step-children of the member or past member; and
5. Grandchildren or step-grandchildren of any member or past member.

The Committee shall have the authority to approve or deny requests for the inurnment of any other relative of a member or past member on a case-by-case basis.

IV. FEES

The Committee shall have the authority to set the price for the purchase of a right of inurnment. The price of a right of inurnment shall include costs associated with inurnment in the Prayer Garden Columbarium, approved inscriptions on the niche, and care of the Columbarium. It does not include the cost of cremation, transportation or other off-Church-premises costs. The Committee may change the fee; however, any change in fee will not result in either an additional cost assessment to holders of rights of inurnment or reimbursement.

V. PURCHASE OF RIGHTS OF INURNMENT

The niches in the Prayer Garden Columbarium have been and will be constructed with a capacity of two urns. To purchase a right of inurnment, an eligible person should obtain a Prayer Garden Columbarium packet from the Church office. A packet should contain a copy of these Rules, Policies, and Regulations; a copy of an application; and any other applicable forms. The applicant should complete all of the requested forms and submit them to the Church office. When the application is approved, the new owner of a right of inurnment will be issued a Certificate of Right of Inurnment.

VI. SELECTION OF NICHES

Niches shall be assigned in the order that applications are received. The Application shall have a place for the Applicant to designate a preference for an available niche. In the instance the niche designated on an application is unavailable at the time the application is approved, the Application will be approved subject to the selection of an available niche.

VII. INURNMENT PROCEDURES

- A. Services. Services are and shall remain the sole province of the Ministers of the Church.
- B. Urns should be of a material and size approved by the Committee. Niches have interior dimensions of 13 1/2 inches deep, 8 inches tall, and 14 1/2 inches wide. If two urns are to be placed in a niche, the Applicant is responsible for ensuring that they will fit within these dimensions. The name of the deceased shall be affixed permanently to the urn.
- C. Uniform Inscription on Niches. The Committee shall set a uniform size and style of inscription for the niches. The inscription shall be included in the price of the right of inurnment. Inscriptions shall contain the name of the deceased and only the deceased's year of birth and year of death.

VIII. FLOWERS AND DECORATIONS

The Committee shall establish a policy on the placement of flowers or plants in the Prayer Garden. Any materials (including toys, signs, wreaths, ornaments, candles, or other decorations) placed within the Prayer Garden may be removed and disposed of without notice to the owner or liability to the remover.

IX. OWNER'S OBLIGATION TO PROVIDE CONTACT INFORMATION

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

X. TRANSFER OR ASSIGNMENT

- A. Rights of Inurnment. Rights of inurnment are not transferable or assignable without proof of eligibility of the proposed new owner. The Committee reserves the right to repurchase Rights of Inurnment upon request for the price of purchase less \$500 or the current price (whichever is lower), but such a repurchase is entirely optional.
- B. Removal of Cremains. After inurnment, cremains remain the property of the heirs at law of the deceased unless the deceased provides otherwise in a valid will. Once cremains have been inurned, if removal of the cremains is desired by the owner of the cremains, the right of inurnment in that niche shall revert to the First Presbyterian Church Huntsville with no compensation due to the owner of the cremains.
- C. Niche Use. No cremains may be inurned in any niche except as designated on the Certificate of Inurnment issued by First Presbyterian Church Huntsville.

XI. TEMPORARY REMOVAL OF CREMAINS

In the event that the Columbarium requires repairs or other construction, the owner of a right of inurnment and his or her heirs, beneficiaries, and legal representatives agree that the Committee may permit the temporary removal of cremains for the duration of those repairs or construction.

Xii. SECURITY

First Presbyterian Church Huntsville and its Committee have taken steps through the design and construction of the Prayer Garden and Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer and services. By making a purchase, the holder of a right of inurnment and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains. By making a purchase, the holder of a right of inurnment and his or her heirs, beneficiaries, and legal representatives further release First Presbyterian Church Huntsville and its employees and the Committee from all claims; liability; and cases of action relating to or pertaining to the application, inurnment, and the past, present and future operation of First Presbyterian Church Huntsville Prayer Garden and Columbarium, including all negligence, loss, destruction, vandalism, and desecration of cremains, save and except for acts of gross negligence or intentional wrongdoing; and in no event shall they corporately or individually be liable for any damages to the purchase of his/her relatives or heirs beyond the purchase price of the right of inurnment.

XIII. TERMINATION OF THE COLUMBARIUM

The Right of Inurnment shall continue so long as the property at 1801 - 19th Street is owned by First Presbyterian Church Huntsville or one of its legal successors. If the property is sold and a replacement Columbarium will not be furnished at a new church

premises or other site, the right of inurnment will cease. In that event, First Presbyterian Church Huntsville or its Committee will notify the owner or his or her heirs, beneficiaries, and legal representatives at the address contained in the Columbarium files that First Presbyterian Church Huntsville is ceasing to exist and that the cremains must be removed from the niche. If arrangements for the removal of the cremains are not made within a reasonable period or if a proper representative cannot be contacted within a reasonable time, the Church retains the right, and the Purchaser and his or her heirs and representative consent to the Church's right, to take possession of and title to the cremains and relocate the cremains or disburse the cremains on the property in a fitting service as it deems proper. No refund of any amount for purchase of inurnment rights shall be made in the instance of termination of the Columbarium.

XIV. PERSONAL CONDUCT IN THE PRAYER GARDEN

The Prayer Garden is on First Presbyterian Church Huntsville premises, and all persons in the Prayer Garden are expected to conduct themselves in accordance with customary good decorum as normally observed in a church. Any Minister, staff member or employee of First Presbyterian Church Huntsville or member of the Committee is empowered to enforce these Rules, Policies, and Regulations and to exclude from the Prayer Garden any person(s) violating these Rules, Policies, and Regulations.

XV. PRAYER GARDEN NOT A CEMETERY

The Applicant understands that the Prayer Garden is not a perpetual care cemetery, a permanent maintenance cemetery, or a free care cemetery. However, First Presbyterian Church Huntsville intends to maintain the Prayer Garden and Columbarium in a tasteful, clean, and dignified state befitting the sanctity of the purpose of the Prayer Garden and does not expect or require the holder of a right of inurnment or his or her heirs, beneficiaries, or legal representative to contribute consideration for such care and maintenance.

XVII. INSURANCE

First Presbyterian Church Huntsville may carry insurance for its own benefit regarding the Prayer Garden and Columbarium as it sees fit; however, there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment or his/her heirs, beneficiaries, and legal representatives.

XVI. AMENDMENT OR WAIVER

After initial adoption by First Presbyterian Church Huntsville and during the existence of the Committee, the Committee may at any time recommend to the Church amendments to these Rules, Policies, and Regulations. No such amendment shall take place unless affirmatively approved by the Session of First Presbyterian Church Huntsville.