

**Southminster Presbyterian Church  
Columbarium Garden Policies**

1. **ELIGIBILITY.** Southminster Presbyterian Church (“SPC”) has developed its Columbarium Garden for members of this church community. Because of space limitations, use of the Columbarium is restricted to persons who are defined by one of the following four descriptions:
  - I. A SPC member, or his or her parent, or his or her spouse, or his or her child/step-child.
  - II. A present or former SPC pastor, or his or her parent, or his or her spouse, or his or her child/step-child.
  - III. A former SPC member who, while a member, had purchased a niche, or his or her parent, or his or her spouse, or his or her child/step-child.
  - IV. A clergy person who attends SPC but, by denominational rules, is not a member of this congregation, or his or her spouse, or his or her child/step-child.

Eligibility shall be based on the basis of SPC records, with any unclear situations referred to the Columbarium Committee (“Committee”), with the Session having the final approval.

2. **FORMAL AGREEMENTS.** To reserve space in the Columbarium for oneself and/or other eligible family member(s), one fills out and signs an Application to Reserve Space (available from the church office) for oneself and/or other family members or person(s) one represents. It includes a statement that the person signing has read and understood the policy. Upon receiving approval from the church that the named person(s) is/are eligible, and upon subsequent payment to the church of the appropriate fee(s), a *Certificate of Purchase* will be furnished by the church, which will constitute the formal purchase of space for the named person(s). Financial needs grants may be available upon request.
3. **CERTIFICATES OF PURCHASE.** As evidence of purchase and pre-payment of necessary fees, a prospective user shall be furnished a *Certificate of Purchase*, clarifying whether the named person(s) has/have the right to: 1) a niche or niches for placement of ashes; 2) scatter the ashes in the Garden area; bury the ashes in the Garden area; or 4) place a memorial plaque on the Memorial Wall. Accompanying each certificate will be a copy of the policies.
4. **NICHES AND NAMEPLATES.** Niches are of uniform size (12” x 12” x 12”), to be used for the ashes of one or two persons. Space on the marble faceplate for each niche is large enough for only full names and birth/death date(s) (e.g., Jane Doe Smith, June 1, 1920 – September 1, 2006). Commonly called names are acceptable. No titles or further inscriptions of any kind will be allowed.

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5. **NICHE LOCATIONS.** Placements of the ashes will be made according to the wishes of the person(s) making the purchase.
6. **OTHER OPTIONS** (e.g., scattering of ashes, or burial of appropriate container/urn) will be provided for those not wishing to purchase a niche. A memorial may be placed on a nearby wall, with the name(s) and birth and death dates of those whose ashes are placed in the common receptacle.
7. **MEMORIAL PLAQUES.** Memorial Plaques (available for purchase) for placement on a Memorial Wall are available for those SPC members, as set forth by the terms of eligibility, who are interred elsewhere and whose families wish to have them memorialized at SPC.
8. **LAPSED CONTRACTS.** A Certificate of Purchase does secure for a purchaser or a purchaser's heirs traditional "ownership". If a condition of eligibility is no longer met (see item 1 above), or if a person who is named in the original contract dies and the reserved right to a space is not used for that person's ashes, and if there are no other qualifying persons in that family, the *Certificate of Purchase* becomes null and void, and the contract is to be returned for repurchase by the church. Such repurchases will be at 80 per cent of the initial cost.
9. **TRANSFERS OF CONTRACTS.** No Certificate of Purchase shall be transferred by a purchaser, by will, state laws regarding inheritance, or otherwise, except within the stated categories of "eligible" relationships to this church, and upon approval of the church's Columbarium Committee. Such approval shall be documented by the church, and noted on the face of the *Certificate of Purchase* in question. In the event of any deliberate attempt to make an unauthorized transfer, the *Certificate of Purchase* shall become null and void and the reservation for space shall revert to the church. The purchase price shall be forfeited as liquidated damages.
10. **ARRANGING FOR USE.** When the need to use a reserved Columbarium space arises, arrangements should be made immediately through the church office as to a time for opening and closing of a space. The necessary fees must have been paid prior to use.
11. **PERMISSION.** Two conditions are to be met before placement or scattering of ashes may occur: 1) The holder of the *Certificate of Purchase* is himself/herself the deceased or, if not, approves the placement, and 2) the church is contacted and takes part in ways described in item 12 below.

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12. **MEMORIAL SERVICES** can be arranged to be held in the chapel or in the Columbarium Garden. Information about memorial services at SPC should be requested from the church office. No ashes may be placed in the Columbarium without a committal service (public or private), or without the presence and participation of a minister of the staff of SPC or approved by the SPC Session. The placement shall be at the joint convenience of the minister, church, and the family. No flowers other than the landscaping of the Columbarium shall be allowed, except at the time of committal.
  
13. **OTHER COSTS.** Any costs of cremation, transportation, and any attendant costs and expenses shall be the responsibility of and shall be paid by the person or persons at whose direction ashes are deposited in the Columbarium. Opening and closing of the niche and/or scattering of ashes and/or burial in the Scattering Garden, as well as appropriate engravings, are covered by the fee(s) already paid to the church.
  
14. **MANAGEMENT.** The Columbarium Garden shall be managed by Columbarium Committee, referred to in this document, as the Committee. It shall be composed of one of the pastors, a representative from the SPC Session, a representative from the SPC Building & Grounds Committee, and at least two at-large members chosen by the Session. Terms of membership will be three years, with at least one year lapsing before re-election is allowable, and there shall be a rotation system, to be devised by the Session at the creation of the Committee. The Committee, which will choose its own Chairperson and Secretary, shall be under the direction of and report annually to the Session. The church office will receive inquiries and give out applications for the Columbarium. The Committee will be responsible for maintaining appropriate records – including records of purchases, finances, placements/removals, nameplate/plaque installations – as well as supervising the upkeep of the Columbarium Garden area.
  
15. **REMOVALS.** A container of ashes may be removed only for good cause as determined by a majority vote of the Committee, upon formal request by a party with legal authority to make such a request. Any expense shall be borne by those requesting such action. All such openings and removals shall be fully documented, with the church being released from any and all further liability.
  
16. **AUTHORITY.** All holders of a *Certificate of Purchase* shall be subject to this policy.

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17. **AMENDMENTS** to this policy may be made by a majority vote of the Committee and subsequent approval by the Session of the church. Any amendments will not be retroactive.
  
18. **OTHER ASPECTS OF OPERATION.** Any and all matters arising in connection with the operation and maintenance of the Columbarium Garden not covered in this policy or the *Certificate of Purchase* shall be determined solely by the Session upon the recommendation of a majority vote of the Committee.
  
19. **THE SESSION** reserves the right to periodically review the Policy and Columbarium operation, as well as Fee Schedule, and make any changes as deemed necessary; the SPC Session is the governing body of the Columbarium Garden and its policies and procedures.