**NICHE AND MEMORIAL WALL RULES & REGULATIONS**

**Definition of PERMITTEE and Power to Designate.** The person or persons who signs this Agreement is the PERMITTEE and only the PERMITTEE may exercise the right of designation of the persons whose cremated remains may be placed in a niche subject to the provisions of the Application. After the incapacity or death of PERMITTEE, no person may change the designation and only such person or persons who were previously designated may use the niche. If both husband and wife have signed as PERMITTEE and they later are divorced, neither may make subsequent designations or changes in designation without the written consent or waiver of the other.

**Definition of Designee.** The Designee is the individual who has cremated remains and has been designated by the PERMITTEE to be placed in the niche.

**Notice of Designation.** Notice of designation or change in designation or notice of cancellation shall be given in writing to Collierville United Methodist Church (CUMC) and must be acknowledged by CUMC in writing to be effective.

**Niche Payment.** PERMITTEE hereby agrees to make payment (pre-subscription rate) to CUMC the sum of $2,500.00 for each niche reserved/used in the CUMC Columbarium. Post-subscription pricing is $3,000.00. Memorial Wall nameplate pricing is $500.00 for individual to $600.00 for two people. The niche payment includes the niche, one or two urn containers (depending on stated need), the Completer Services (engraving and shipping of plates, etc.) and maintenance. Said payments are due in full upon the signing of the Application and the Application shall not be valid and will have no force and effect until said payment is received in full or suitable installment arrangements have been made. (An Installment Plan is available, if needed and approved, by contacting the Columbarium Oversight Committee.) The niche payment permits the use and occupancy of the niche alone and is limited to human remains only. It is understood and agreed that no cremated remains shall be placed in a niche until payment has been made in full.

**PERMITTEE Responsible for Cremation.** PERMITTEE understands and agrees that he or she is responsible for the cremation and costs associated therewith and that the remains must be delivered to CUMC in a sealed and dimensionally-acceptable urn along with a copy of the Certificate of Cremation or the State of Tennessee Department of Health Office of Vital Records Permit for Final Disposition of Human Remains.

**Size of Niche.** The interior space of each niche is approximately 6.75 inches wide and 14.7 inches deep and the urn(s) must fit within these dimensions.

**CUMC’s Authority over Columbarium and Niches.** The material, design, construction, type, size, shape and character thereof, and all lettering, legends, or other markings thereon for the Columbarium have been determined by CUMC in its sole and absolute discretion. CUMC shall have the authority at any time to modify, improve, or reconstruct or change the location of the Columbarium or to discontinue its use or any part thereof in its sole and absolute discretion. In such an event, CUMC shall cause the urns and cremated remains to be removed from any niche or niches affected by such change or discontinuance and to place said urns and cremated remains in another suitable niche in the Columbarium or in another location chosen by CUMC. CUMC shall maintain custody and control of the Columbarium, the niches therein, and all matters relating thereto, and shall manage the use and operation of the Columbarium and its niches. Any improvements of any kind on or in surrounding areas designated for cremated remains as well as

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any type of work, including, but not limited to: opening and sealing of niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care, or Columbarium work are under the strict control of CUMC. The PERMITTEE agrees to use materials, products, spaces, agents, parties and designs approved by CUMC. CUMC may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the PERMITTEE.

**PERMITTEE Agrees to be Bound by Regulations of CUMC and Applicable Laws.** The PERMITTEE and his or her heirs, successors, administrators, executors and assigns agree to be bound by all regulations, restriction and conditions (“regulations”) prescribed by CUMC or as may be amended, altered, changed, or modified by CUMC without notice to or approval of PERMITTEE or Designee. In addition to CUMC’s regulations, PERMITTEE agrees to abide by any and all applicable laws that may be applicable to the Columbarium including an amendment to the Conditional Use Permit.

**Limit of Two Urns within Niche Space.** There is a limit of two urns per niche space.

**PERMITTEE and Designee do not Acquire any Property Rights.** It is understood and agreed that neither the PERMITTEE nor Designee acquire any property right of any kind in or to the Columbarium or any niche therein by virtue of this Agreement.

**Urns.** All cremated remains must be in urns, and the material, design, construction, type, size, and shape of such urns shall be subject to the discretion and approval of CUMC. Cremated remains not in acceptable types of urns will be transferred into an approved type of urn at the expense of the PERMITTEE by a licensed funeral director in the State of Tennessee.

**Inscription.** PERMITTEE shall inscribe no more than two names with dates of birth and dates of death. (Cost of inscription is included in the Niche Payment.) The type and design of the inscription is standardized and approved by CUMC. An Inscription for the person for whom a niche was reserved may be placed on the niche even though the cremated remains of that person are not available.

**CUMC has First Option to Repurchase.** If a PERMITTEE desires to dispose of a niche, CUMC shall have the sole right to re-acquire all rights thereto upon payment of the sum paid by PERMITTEE less 20% of total.

**Services shall be conducted by CUMC.** All services at which cremated remains are inurned in the Columbarium shall be conducted by the Minister(s) of CUMC or by other clergy acting with the express permission of the Minister(s) of CUMC.

**Abandonment.** CUMC shall have the right to declare that a niche has been abandoned when it determines that any of the following conditions exist: (1) Urns containing cremated remains have been removed from a niche and the PERMITTEE and Designees for that niche have been dead for at least one year; (2) No urns have been placed in a niche and the PERMITTEE and all Designees for that niche have been dead for at least one year; or (3) No urns have been placed in a niche and CUMC has no information of the whereabouts of PERMITTEE and Designees for seventy-five years from the date of this Agreement. All rights given or in any way obtained with respect to the niche shall then be terminated and the niche shall immediately be made available to a new party.

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**Identification of Remains.** CUMC, 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. Permanent marking (engraving) of the name of the deceased, year of birth and year of death will be required on all cremated remains urns delivered to CUMC for placement within a niche. Said urn shall be made of metal or plastic only. A cardboard box-type of turn shall not be permitted. CUMC shall maintain a copy of the State of Tennessee’s Disposition of Human Remains Permit.

**Continued Operation of Columbarium not Guaranteed**. PERMITTEE acknowledges that CUMC cannot guarantee that it will be able to continue operations of its Columbarium/Memorial Garden indefinitely. If and when the time should arise, for whatever reason, that the Columbarium/Memorial Garden needs to be relocated, removed, changed, or dismantled, such determination shall be made at the sole discretion of CUMC. PERMITTEE or their Designee or their heirs and assigns shall not be entitled to damages of any type and CUMC shall not be responsible for locating the next-of-kin to inform them of their intended actions.

**Release of Liability.** By signing this Agreement, PERMITTEE and his or her heirs, successors, administrators, executors and assigns hereby release CUMC and its employees and agents from any claim of loss or damage to PERMITTEE or Designee or any other person or entity that may result from the operation of the Columbarium including but not limited to the loss or damage to any urn and/or the cremated remains contained therein or placement of the urn and cremated remains in the wrong location. PERMITTEE and Designee and their heirs, successors, administrators, executors and assigns hereby waive and release CUMC from any claim of liability or damages, known or unknown, now or in the future, arising out of the operation, maintenance, engraving, inscription, or exercise of its duties relating in any way to the Columbarium and niches contained therein.

**Heirs and Agents are Bound.** The PERMITTEE agrees that his or her heirs, representatives, assigns, agents, executor or administrator are bound by this agreement and CUMC’s regulations.

**No Warranties or Representations.** CUMC makes no guarantees or warranties concerning the durability or the expected life or condition of grounds, facilities, or products offered to PERMITTEE.

**Severability.** If any portion of this Agreement is determined to be void, that portion of the Agreement will be stricken and the remaining provisions will remain in force and effect.

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**General.** These regulations are designed to protect the interests of both the individual user and CUMC. Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, Columbarium/Memorial Garden area. These rules may be changed by agreement of the Administrative Board and the Columbarium Oversight Committee of CUMC.

**Columbarium Oversight Committee.** The day-to-day management of the CUMC-sponsored Columbarium is the responsibility of the Columbarium Oversight Committee charged with the oversight, maintenance, and management of the Columbarium and its related issues, etc. The Committee is responsible to the Administrative Board and is represented on it. It contains 7-9 members selected by CUMC, meets on a regular basis, is subject to called meetings when necessary, and is governed by term limits similar to other CUMC committees.

**Applicability.** The owner of the cremation niche (thereafter known as the PERMITTEE) agrees to all regulations, restrictions, and conditions set forth by CUMC or as may be amended, and shall equally bind their heirs, successors, administrators, executors and assigns, and agrees that such regulations, restrictions, and conditions are enforceable by CUMC and its successors.

**Who may be a Permittee.** CUMC members and their spouses, their children (including adopted children and step-children), their parents and others with strong ties to CUMC, upon written request to the Columbarium Oversight Committee whom then will make a recommendation to the Administrative Board. For purposes of this Agreement and these rules and regulations, the term “CUMC member” shall include a person who was a member of CUMC either at the time of execution of this Agreement or at the time of the death of the person.

**Availability of Rules.** Interested parties may review current regulations, conditions, and restrictions by appointment during regular Church office hours. A copy of these rules and regulations is located in the church office and is included with the packet of information available to potential PERMITTEES.

**Exemptions.** Exemptions to these rules must be in writing and signed by the chairpersons of the Administrative Board and Columbarium Oversight Committee. The specific exemption will be made for cogent reasons and shall not exempt the PERMITTEE from other regulations, rules, conditions, or restrictions that may apply.

**Subject to Laws.** In addition to the rules and regulations set forth herein, the PERMITTEE agrees that he or she is subject to all applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of CUMC’s agreements, contracts, rules, policies, or restrictions is in violation of any law or regulation, CUMC shall be given the opportunity to make the appropriate amendment. CUMC reserves the right to amend the specific item or items without affect on other provisions set forth herein or as may be amended.

**Control of CUMC.** All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of CUMC, as well as any type of work including, but not limited to, opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care, or Columbarium work. CUMC may remove any and all improvements at any time, for any reason. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval of CUMC.

**Outside Vendors.** The PERMITTEE agrees to use materials, products, spaces, agents, and

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designs approved and controlled by CUMC. CUMC may at its discretion remove or require removal of any item not provided or installed, at the expense of PERMITTEE, should that item be provided by an outside source.

**Use of Property.** Niches or cremation sites are for the sole use of human cremated remains. Other uses of niches (e.g., the cremation of pets, etc.) are prohibited.

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

**Inurnment Order Required.** At certain times, a person or persons not identified for inurnment at the time of agreement between CUMC and the PERMITTEE will be proposed for inurnment in the designated niche. At such time, a written authorization is required from the PERMITTEE, or his or her executor or personal representative, prior to the inurnment of those cremated remains. This written authorization must be approved by the Administrative Board and Columbarium Oversight Committee and is subject to all other rules and regulations.

**Errors.** Should cremains be placed in the wrong location, CUMC will offer a new location to the PERMITTEE or his or her authorized representative. The PERMITTEE or his or her representative’s acceptance of the new location will be the limit of CUMC’s remedy or redress. CUMC will accept the costs associated with the disinurnment and reinurnment due to its error. Should a previous claim to ownership exist for any niche resold in error, the subsequent purchaser will be given the option of either a refund for all monies paid or that of another available niche. If, for any reason, the actual niche cannot be opened at the time of need, CUMC may provide an alternate niche, temporarily, so as not to delay the committal service, without liability to CUMC.

**Right of Acceptance.** CUMC reserves the right to enter into an agreement with any member and his or her family members and friends of CUMC of record. Exceptions must be approved by the Administrative Board and the Columbarium Oversight Committee.

**Access to CUMC Grounds.** CUMC reserves the right to refuse entrance to anyone on CUMC grounds, to the Columbarium/Memorial Garden area other than by a property owner or relative of a property owner or to any other person or persons it deems objectionable for any reason. While CUMC will attempt to make the Columbarium/Memorial Garden area available at all times to family members, it reserves the right to set hours, if necessary, that will be open or available for visiting or services.

**Disturbances.** CUMC reserves the right to prohibit disturbances on, or near, the Columbarium/Memorial Garden area. Inconsiderate behavior, actions, or improprieties will not be permitted.

**Disturbance of Cremains.** The niche or area intended for the sheltering of the PERMITTEE’s cremains was the expressed wish of the PERMITTEE. Heirs will not be allowed to change locations, cause to be removed from their niche, or transfer ownership without a court order from

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such a court having authority to demand such a change.

**Decorations.** The use of flowers and/or other decorations during inurnment ceremonies is highly discouraged. CUMC will not be responsible for any decorations, flowers, or other items placed on or near the niche. Decorations must not infringe upon the rights of others or on other niches. The PERMITTEE shall be liable for any damage caused by the placement – or even temporary placement – of any decoration. Under no circumstances will the use of glass containers or other items that could cause injury be allowed in the Columbarium area. CUMC, at its sole discretion, reserves the right to limit or restrict any decoration or design that would not be appropriate on Church grounds and/or to remove and destroy any decoration, floral arrangement, or other item that it deems unsightly or objectionable.

If flowers and/or other decorations are temporarily used for a service, their size and number should be minimized. Flowers and/or other decorations used during a ceremony and left after the ceremony will be removed.

**Right to Alter and use Property.** CUMC reserves the right to change the boundaries and make improvements as it sees fit. CUMC reserves the right of ingress and egress as may be necessary.

**Urn Requirement.** CUMC provides urns specifically designed for use in the Columbarium niches as part of the Completer Package (upon death). Other urns of accepted design are permissible, provided that they fit the interior dimensions of the Columbarium niche (if reserved for two persons). Cremated remains not in accepted urn designs will be accepted, but transferred into an approved urn design.

**Limitation of Liability.** CUMC will provide reasonable security measures and make reasonable precautions to protect the PERMITTEE from loss or damage but cannot assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action, or strikes. Loss or damage within the reasonable control of CUMC shall be limited to no more than the amount of the money paid for any contracted items.

**Additions or Amendments.** The PERMITTEE recognizes that additions or amendments to the rules, conditions or restrictions may be deemed necessary by CUMC for the benefit of all parties and agrees to abide by the changes or improvements as they may be made in the future.

**Continuation of Columbarium.** The name of the Collierville United Methodist Church Columbarium shall not be changed as long as CUMC remains viable. It shall remain the same name and the name shall not be changed as a result of any change in underwriting, major financial gift, etc.

**Dissolution of Church.** The PERMITTEE acknowledges that CUMC cannot guarantee that it will be able to continue operations of its Columbarium indefinitely. If and when the time should arise, for whatever reasons, that the Columbarium needs to be relocated, removed, changed, or dismantled, such determination shall be made at the sole discretion of CUMC. Notification of such actions shall be published in CUMC’s newsletter and/or local newspaper at least one month prior to such action. All monies set aside for this contingency shall be under CUMC’s control and under no circumstances shall any person or persons be entitled to any refund from CUMC. CUMC shall not be responsible for locating the next-of-kin to inform them of their intended actions. The PERMITTEE, his or her heirs, representatives, assigns, agents, executor, or administrator agree

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to abide by the decision of CUMC, whatever that might be, for all future time.

**Verbal Instructions.** CUMC is not responsible for any instructions given verbally. Rights of the PERMITTEE are provided on forms proscribed by CUMC and executed in an approved manner, by an agent authorized by CUMC. Verbal instructions or oral statements will not bind either party.

**Inurnment Hours.** Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. CUMC has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the PERMITTEE.

**Authority to Operate.** CUMC claims exemption from The Cemetery Act as a religious organization, as proscribed by the State of Tennessee.

**Funeral Service.** CUMC expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. CUMC, its employees, representatives or agents make no claim that CUMC provides mortuary services or any other service that may require licensing by the State of Tennessee or the State Board of Funeral Directors and Embalmers. CUMC does not provide mortuary services nor are any of its employees, agents, or representatives subject to any such requirements or claim 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.

**Reference to Regulations.** Every purchase order and/or agreement entered into between CUMC and the PERMITTEE will give reference to the rules and regulations, conditions, and restrictions covered here and shall bind the parties to these in their loyalty.

**Release of Agreement.** At times, the PERMITTEE may need or desire to dispose of the niche prior to use. At such times, CUMC agrees to purchase contracted items that have not been used, delivered, or personalized, or any other service paid for, but not delivered, for 80% of the total purchase price. If accepted, the PERMITTEE shall provide the church with a written release (to be provided) for any contracted, but undelivered items.

**Transfer of Ownership.** Transfer of ownership is not permitted unless officially requested in writing by the PERMITTEE or his or her representative and approved/permitted in writing by the Administrative Board and Columbarium Oversight Committee.

**Use of Niche.** If a person allows the use of their niche, merchandise, or services to another person in their place, the inurned person’s heirs, representatives, assigns, agents, executor, or administrator agrees to abide by the rules, regulations, and restrictions as if the person interred were an actual signer to the agreement and shall be bound equally. Use other than by owner or his or her family must be approved in advance by the Administrative Board and Columbarium Oversight Committee.

**Pre-Developed Sales.** CUMC reserves the right to offer niches for which the title will pass to the PERMITTEE at some future time. The PERMITTEE will be given the choice of any available niche offered by CUMC at the time of need. CUMC agrees to have sufficient available niches at any time to accept the cremated remains of any person who arranged for these needs on this

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pre-developed basis.

**Pre-Subscription.** In an effort to provide sufficient advanced sales revenue to support the initial purchase of materials and construction, CUMC offers a Pre-Subscription Enrollment Period. This period will extend for one year from the date of formal initiation (INSERT DATE) of the Columbarium program, and will include certain incentives in return for contracted niches within the period. These incentives will not be available to those who contract for niches after the Pre-Subscription Enrollment Period has expired. Incentives are outlined in detail in another location of the Columbarium Information.

**Pre-Subscription Availability.** For a period of one (1) year following the initiation of Pre-Subscription Enrollment Period, at least one person of each subscribing party will be required to be a member in good standing of Collierville United Methodist Church. Within the first year, any requests for exception to this requirement will be subject to review by the Columbarium Oversight Committee, and it will have the authority to grant or deny such requests. Subsequent to the first year, subscriptions will be expanded in a manner determined by the Columbarium Oversight Committee and approved by the Administrative Board.

**Pre-Subscription Enrollment Period Pricing.** Pricing is at $2,500.00 per niche and $500.00 per Memorial Wall Nameplate for the Pre-Subscription Enrollment Period. Pre-subscription includes specific incentives (see Pre-Subscription information), and the Completer Package of services. Memorial Wall Nameplate pricing will not change following the Pre-Subscription Enrollment Period.

**Post-Subscription Enrollment Period Pricing.** Niches are priced at $3,000.00 per niche following the Pre-Subscription Enrollment Period. Reservation of niches is on a first-come, first-served basis, and pricing includes the Completer Package of services.

**Choice of Location.** In a situation where the pre-subscribed PERMITTEE knows the exact location of his or her niche at the time he or she enters into the agreement with CUMC, it will be known as an “at-need” sale regardless of whether an actual death has occurred. The choice of location will be granted and recorded on “first come” basis. No promises are made to the PERMITTEE relating to speculation of future sites or locations that may or may not be developed.

**Sales Taxes.** CUMC operates under 501(c)3 non-profit status and makes no profit from the Pre-Subscription (or subsequent) niche pricing. Revenue received for Pre-Subscriptions and subsequent subscriptions is used for Columbarium development, immediate niche costs, Completer Services, unanticipated expenses and maintenance of the Columbarium and Memorial Gardens area. All money received in excess of Pre-Subscription – or subsequent pricing – is most gratefully accepted as, and termed as, a donation. Donations and/or contributions to the CUMC Endowment Fund designated for use relative to the Columbarium/Memorial Gardens area are subject to the same tax advantages as similar contributions.

**Contributions.** Any money received by CUMC that is not contingent upon any reservation or use of a niche package will be termed a “contribution” and, as such, will be subject to the same tax advantages as similar contributions.

**CUMC Columbarium/Memorial Garden Fund.** CUMC reserves the right to establish and control a CUMC Columbarium/Memorial Garden Fund. All money received for the CUMC Columbarium/Memorial Garden Fund will be made available to the Administrative Board for the

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sole purpose of defraying the expenses involved in the continued operations of its Columbarium and Memorial Garden areas, or some other purpose (such as Columbarium expansion), if and when that time should ever arise.

**Warranties.** CUMC makes no guarantees or warranties concerning the durability or the expected life or condition of grounds, facilities, or products offered to the PERMITTEE. CUMC offers these products and services for the sole purpose of providing a means for Christian burial.

**Agents or Representatives.** CUMC may elect to appoint individuals to serve them in the operations or administration of the Columbarium or the Columbarium areas at its sole discretion. The duties and powers of any such representative will be under the strict control of the Administrative Board and the Columbarium Oversight Committee, but only to the scope encompassed by these regulations. The Board and Committee may elect to establish a means of handling emergency, unique, or special situations as they may arise without affect on these general regulations.

**Use of funds.** Use of funds will be under the express control of CUMC whether the sources are from donations, gifts, contributions, fees, memorials, bequests, or any other means.

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