

MMUMC Columbarium

-General Rules, Regulations, and Policies-

Purpose

The Myers Memorial United Methodist Church Columbarium is a columbarium located at Myers Memorial United Methodist Church (MMUMC). It has been created to provide a space for storing (‘inurnment’) of cremated remains (‘cremains’) of deceased church members and other eligible persons. The Myers Memorial Columbarium is owned by the Myers Memorial United Methodist Church.

These regulations are designed to protect the interests of both the individual user and MMUMC. Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future MMUMC Columbarium. These rules may be changed by agreement of the Columbarium Committee (hereafter known as Committee) of MMUMC as is deemed necessary. The one-time fee for a niche will cover all expenses including inscription and continuous maintenance of the area. Appointments must be made with the Columbarium Coordinator or another appointed church volunteer to complete all paperwork, make payment, and select a niche/stone.

Fee

The cost is \$2,500 per niche for a couple. The cost for a single inurnment is \$2,000.

Niches are 12” X 12 X 12”. Each niche can hold two urns. Any additional fee increases will occur when MMUMC finds it necessary to do so. Once paid, you will not be assessed any additional fees. The Committee shall have the authority to set the price for the purchase of the rights to inurnment. The cost includes inurnment, plaque inscription, and perpetual care of the Garden. It does not include the cost of cremation, transportation, or other off-church-premises costs. Heirs must make the arrangements for the cremations themselves. The urn must not be larger than 11” X 11 X 5 1/2”. Memorial services can be held at MMUMC. It is the responsibility of the heirs to make those arrangements with MMUMC. Please refer to MMUMC Funeral Policy.

Eligibility For Inurnment

1. Members of MMUMC
2. Ordained ministers and their spouses now serving the church or who formerly served the Church.
3. The spouse of the member of the Church, their respective parents, and the children, naturally, adopted, foster or step, of the member of the Church or of the spouse of such member.
4. Such other persons that may be approved from time to time by a two-thirds (2/3) vote of the members of the Columbarium Committee.

Applicability

The purchaser (here after known as owner) of the cremation niche agrees to all regulations, restrictions and conditions set forth by MMUMC or as may be amended and shall equally bind their heirs, successors, administrators, and executors and assigns and are enforceable by MMUMC and its successors.

Governance

The MMUMC Columbarium will be governed by the Committee. They will have oversight responsibility. MMUMC will handle the administration of the day-to-day operations of the Columbarium. The Columbarium committee will include chairperson, secretary, administrator, trustee chair, building and grounds coordinator, 4 at large members.

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 if so desired, at time of purchase. Designated niches will be assigned on a first come first served basis. All inscriptions will be uniform-name, date of birth, date of death. The font used will be uniform on all plaques. This is regarding the niches and the memorial plaques.

Owners Obligation to Provide Contact Information

The owner of a right of inurnment has an obligation to keep MMUMC notified concerning his or her current address and contact information. Neither MMUMC, 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.

Purchase of Right of Inurnment

To purchase a right of inurnment, an eligible person should obtain an MMUMC Columbarium packet from MMUMC office. A packet should contain a copy of these Rules, Policies, and Regulations, a copy of an application, and any other applicable forms. When applicant is approved the new owner of a right of inurnment will be issued an Inurnment Rights Agreement to be executed.

Availability of Rules

Interested parties may review current guidelines, as requested. A copy of the then current guidelines will be provided to the owner at the time the inurnment agreement is signed.

Exceptions

Exceptions to these rules must be in writing and approved by the Committee. The specific exception will be made for cogent reasons and shall not exempt the Owner from otherwise unmentioned regulations, rules, conditions, or restrictions that may apply.

Subject to Laws

In addition to rules and regulations set forth the Owner agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of MMUMC agreements, contracts, rules, policies, restrictions is in violation MMUMC shall be given the opportunity to make the appropriate amendment. MMUMC reserves the right to amend the specific item or items without effect on other provisions set forth or as may be amended.

Columbarium Management

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of MMUMC and any type of work including, but not limited to opening and sealing niches, installation and/or removal of memorialization, inurnments or disinurnments, plantings, landscape care or columbarium work. MMUMC may remove all improvements at any time, for any reason.

Outside Vendors

The Owner agrees to use materials, products, spaces, agents, parties, and designs approved and controlled by MMUMC. MMUMC may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the Owner, 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 cremation space are prohibited.

Identification of Cremains

MMUMC, 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. MMUMC 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 cremation space.

Errors

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

Right of Acceptance

MMUMC reserves the right to enter into an agreement with any member and their family member and their family members and friends of the church of record. Exceptions must be approved by the Committee.

Access to Columbarium

MMUMC reserves the right to set hours that the columbarium/memorial garden will be open or available for visiting or services.

Personal Conduct in the Columbarium

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

Disturbance of Cremains

The cremation space or area intended for the sheltering of the Owner's cremains was the expressed wish of the Owner. Heirs will not be allowed to change locations, cause them to be removed from their space, or transfer ownership without a court order from such a court having authority to demand such a change.

Decorations

The MMUMC Columbarium will not be able to accommodate flowers, decorations of any kind, etc. The grounds will be cared for by MMUMC staff or designated agency. Family and friends who wish to honor their loved ones with flowers are encouraged to offer altar floral arrangements for Sunday morning worship. You can coordinate this by contacting the church office at 704-864-3222.

Right to Alter and Use Property

MMUMC reserves the right to change the boundaries and make improvements as it sees fit. MMUMC reserves the right of ingress and egress as may be necessary.

Urn Requirement

Cremated remains must be in an urn no longer than 11 X 11 X 5 1/2 or in a suitable container. Cremated remains not in approved types of urns will not be accepted. Transference of cremains into an approved type of urn is the responsibility of the Owner. Per the State of North Carolina, cremated remains cannot be combined with other cremated remains.

Limitation of Liability and Security

MMUMC and its Committee 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 and availability of the property for prayer and services. By making a purchase, the holder of the right of inurnment, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains.

MMUMC will make reasonable precautions to protect the Owner from loss or damage but will not 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 MMUMC shall be limited to no more than the amount of the money paid for any contracted items.

Additions or Amendments

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

Dissolution of Church

The Owner acknowledges that MMUMC cannot guarantee that it will be able to continue operations of its columbarium indefinitely. When the time should arise, for whatever reasons, that the columbarium needs to be relocated, removed, changed, or dismantled, that determination will be made at the sole discretion of MMUMC. Notification of such actions shall be published in the MMUMC newsletter and/or local newspaper at least one

month prior to such action. All monies set aside for this contingency shall be under MMUMC's control and under no circumstances shall any person or persons be entitled to any refund from MMUMC. MMUMC shall not be responsible for locating the next-of-kin to inform them of their intended actions. The Owner, their heirs, representatives, assigns, agents, executor, or administrator agree to abide by the decision of MMUMC, whatever that might be, for all future time.

Verbal Instructions

MMUMC is not responsible for any instructions given verbally. The rights of the Owner are provided on forms proscribed by MMUMC and executed in an approved manner, by an agent authorized by MMUMC. 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. MMUMC 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 Owner. See MMUMC Funeral Policy.

Authority to Operate

MMUMC claims exemption from The Cemetery Act as a religious organization, as proscribed by the State of North Carolina.

Funeral Service

MMUMC expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. MMUMC, its employees, representatives or agents make no claim that MMUMC provides mortuary services or any other service that may require licensing by the State of North Carolina or the State Board of Funeral Directors and Embalmers. MMUMC does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming 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 agreement entered between MMUMC, and the Owner will give reference to this document and shall bind the parties to these in their loyalty.

Transfer of Ownership

Transfer of ownership is not permitted, unless otherwise approved/permitted by MMUMC.

Use of Cremation Space

Use of niche space for cremains other than the owner must be approved, in writing, by the Committee and must be an eligible person.

Contributions

Any money received by MMUMC that is not contingent upon any reservation or use of space or cremation niche package will be termed "contribution".

MMUMC Niche Fund

MMUMC reserves the right to establish and control a Niche Fund. All money received will be placed in this fund with the principal and accrued interest made available to MMUMC for the purpose of niche purchase and urn placement, plaque engraving and columbarium upkeep.

Warrants

MMUMC makes no guarantees or warrants concerning the durability or the expected life or condition of grounds, facilities or products offered to the Owner. MMUMC offers these products and services for the sole purpose of providing a means for Christian inurnment.

Agents or Representatives

MMUMC 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 Committee but only to the scope encompassed by these regulations. The Committee may elect to establish a means of handling emergency, unique or special situations as they may arise without effect on these general regulations.

Use of Funds

Use of funds will be under the express control of MMUMC whether the source be from donations, gifts, contributions, fees, memorials, bequests, or any other means.

Insurance

MMUMC may carry insurance for its own benefit regarding the 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.

Inurnment

Inurnment is the technical term for when the cremated remains (or ashes) are placed into the urn and placed into the columbarium. Inurnment will not occur until the niche plaque has been returned to the columbarium chairperson. Please see MMUMC columbarium procedure.

Adopted by Columbarium Committee 3/22/22. Updated on 4/17/24

Approved by Church Council 1/7/2024