

Holy Trinity Anglican Church
Columbarium Rules
(As of January 14, 2020)

Holy Trinity Anglican Church (or the Church) has designated an area on the Church's property to serve a columbarium for the inurnment of the cremated remains of deceased Church members and their immediate families. The Church has adopted these Rules to assure that inurnment in the columbarium is carried out in an appropriate manner and that the memory of loved ones is preserved. The Church may amend or supplement the Rules from time to time, and, unless otherwise provided, any such amendments or supplements will, upon adoption, apply to all persons and to the entire Columbarium.

Definition of "Inurnment":

When used in these Rules, the term "inurnment" means the placement of ashes of a cremated person in an urn that is placed in a niche in the Columbarium.

Oversight of the Columbarium:

The Columbarium is part of the Church's property and is operated and maintained under the direction of the Church.

Eligibility for Inurnment:

Inurnment in the Columbarium is limited to persons who are Members of Holy Trinity Anglican Church (as determined by the Church) on the date of the applicable Inurnment Agreement and their immediate family members. An "immediate family member" includes the spouse, parent, child (biological or adopted), step-child, grandchild and spouse of a child of a Church Member. With the approval of the Rector and the Vestry, a former Member of the Church may be inurned in the Columbarium. The Columbarium is for the inurnment of human remains only. Cremated remains must be prepared for inurnment by an individual or organization duly licensed and actively engaged in funeral or cremation services within North Carolina or with an equivalent license and active service elsewhere. A certificate of cremation must accompany cremated remains presented for inurnment.

Application for Inurnment:

A person wishing to reserve a niche in the Columbarium must complete an Inurnment Agreement on a form provided by the Church. A niche reservation fee must be paid with the completed Inurnment Agreement. The Church reserves the right to accept or reject an Inurnment Agreement for any reason, and an Inurnment Agreement does not become effective unless and until accepted by the Church. If the Church does not accept the Inurnment Agreement, the Church will return the niche reservation fee. These Rules, as amended or supplemented from time to time, are a part of any accepted Inurnment Agreement.

Committal Service:

A service of committal for inurnment, in a form prescribed or approved by the Rector, may be held at a time agreed upon by the Rector and the family of the deceased. Clergy not on the Church staff may officiate at a committal service only with the approval of the Rector.

Niche Assignments:

Assignment of available niches for the inurnment of cremated remains will be made at the time the Inurnment Agreement is executed. The person reserving the niche may select from niches available at that time. Assignment of inurned remains to a designated niche shall not constitute a conveyance of any property interest in such a niche. The cremated remains of no more than two persons may be inurned in each niche.

Urns, Niche Face Stones and Inscriptions:

Inurnments in the niches may be made only in urns provided by the Church. Niche face stones will be supplied by the Church and will be of a uniform color, size, and style. Inscriptions on the face stones will be made at the time of inurnment to identify the person or persons inurned. Inscriptions on the niche face stone shall be of uniform style, format, and size developed by the Church. Inscriptions will be limited to the name, date of birth and date of death of the deceased. The name line will include first name or initial, middle name or initial, and the family name. Below the name will be the date of birth and date of death. When a second person is inurned in the niche, the second half of the niche face stone will be engraved in like manner. A copy of the face plate design is attached. The cost of inscriptions are included in the reservation fee. The Church will be responsible only for inscription errors that deviate from the information submitted with the Inurnment Agreement.

Niche Reservation Fee:

The niche reservation fee includes the cost of niche reservation, urns, inscriptions, and opening and closing of the niche. The niche reservation fee is subject to change at any time. The niche reservation fee does not cover cost of cremation or funeral home services, which remain the responsibility of the family or the estate of the deceased.

Property Rights:

The Church remains the legal owner of all features of the Columbarium, and no ownership interest in the Columbarium or other Church property is transferred to any person. The Church reserves the right at its expense at any time to relocate the Columbarium or the cremated remains within the Columbarium to another location on property owned by Church. The Church cannot guarantee that it will be able to continue to operate the Columbarium indefinitely, and the Church may, in its absolute discretion, relocate, remove or dismantle the Columbarium. No person shall be entitled to any refund from the Church in such an event, and the Church shall have no obligation to notify any person of such event.

Removal of Urns:

A person holding the legal right to inurned remains may request the removal of such remains. The Church shall have the discretion to approve or reject such request and to condition

approval upon such terms as the Church shall deem appropriate, including proof of the requester's legal entitlement to the remains. The requester shall bear any expense of opening and closing the niche containing the remains and the cost of the urn containing such remains. After the removal of the cremated remains from a niche and if no other cremated remains are still inurned in the niche, all rights with respect to the niche shall revert to the Church, and no niche reservation fee previously made will be refunded.

Opening of Niches:

No person shall have the right to request the opening of a niche except to remove remains approved by the Church as described above or to place the cremated remains of a second eligible person within the niche in accordance with an Inurnment Agreement. The Church shall have the right to open a niche to comply with a judicial or other legal order or to relocate, reconfigure or dismantle the Columbarium.

Decorations:

No flowers, plants, or other ornamentations or embellishments (including fabric, boxes, toys, signs, vases, flags, or any other decorations or emblems) may be placed at or on the Columbarium niches at any time. The Church reserves the right to remove and dispose of any such items without notice or liability. Family and friends who wish to honor their loved ones with flowers are encouraged to offer altar floral arrangements.

Abandonment of Rights:

A right to inurnment set forth in an Inurnment Agreement shall be considered abandoned if: (1) inurnment has not been requested within seventy-five years of the date of the Inurnment Agreement and the Church has no record of the location of the immediate family of the person designated for inurnment or (2) all of the following have occurred: (a) the inurnment has not been requested within twenty-four months from the date of death of the person designated for inurnment in the Inurnment Agreement, (b) the Church sends a written notice of abandonment by certified mail to the last known address of the next of kin or legal representative of such person and (c) such next of kin or legal representative fails to respond to the notice of abandonment within 90 days of the date of such notice. Upon abandonment, a right to inurnment shall revert to the Church, and the Church shall not be required to refund any niche reservation fee with respect to such abandoned right. Unless the niche associated with such abandoned right is subject to another non-abandoned right to inurnment or contains the remains of another person, the Church shall be free to reassign such niche.

Transfers and Surrenders of Rights:

The right to be inurned in the Columbarium may not be transferred, sold, or exchanged. At the discretion of the Church, a person holding reservation rights for inurnment may change the reservation to a different eligible person. The request must include an amended Inurnment Agreement. At any time before use or abandonment, the person holding the right to inurnment in the Columbarium may surrender that right to the Church by delivering to the Church a letter or other writing clearly expressing the person's decision to surrender the entire right of inurnment. A decision to inurn the remains of one person instead of two in a niche shall not

constitute a surrender. Upon surrender, except as provided below under “Early Reservations,” the Church shall not be obligated to refund any part of the niche reservation fee.

Early Reservation:

In order to raise funds for the construction of the Columbarium, the Church may offer special incentives to Church Members who reserve niches during the preliminary phase of the Columbarium’s planning and construction, the duration of which may be established and from time to time extended by the Church (the “Early Reservation Period”). Members who reserve niches during the Early Reservation Period may be offered the choice to (1) pay the full niche reservation fee with the right to receive a refund of 80% of such fee if the right to inurnment is surrendered or (2) pay a discounted niche reservation fee with the right to receive a refund of \$200 if the right to inurnment is surrendered. The Member’s choice shall be set forth in the Inurnment Agreement.