

THE COLUMBARIUM

ST. JOHN'S EPISCOPAL CHURCH

COLUMBARIUM POLICIES AND PROCEDURES

1. St. John's Episcopal Church, through the rector and vestry, is responsible for the columbarium construction, maintenance, perpetual care, and security. Funds for this purpose are derived from user fees.
2. An application form, used to make a niche reservation request, is available at the church office, and must be completed in order to acquire the right of inurnment. All application forms include an acknowledgement that the applicant has read, understands, and agrees to these *Policies and Procedures*. Forms also require the applicant to specify the particular niche type and location. Assignments are made in the order of receipt of complete applications. Upon payment of the fee established by the church, a "Right of Inurnment" will be issued to the applicant.
3. Individuals may apply only for a right of inurnment. The church retains all real property rights.
4. The first construction of the parish columbarium shall be a freestanding octagonal unit providing approximately ninety-six units.
5. One half of the niches of the initial construction will accommodate two urns; the remainder will be one urn niches. Engraving on the granite shutter (facing), with the deceased's full name, the date of birth, and the date of death will be a users cost. (Please refer to paragraph 1B of the *Columbarium Agreement*.)
6. The user will provide the urn containing the cremated remains.
7. All engraving on the granite shutters will be managed by the church. The engraving will show the deceased's full name and the dates of birth and death only. The lettering size, style and layout are standardized. The names and dates of two individuals can be placed on double niches; one on single niches.

- 8. The church is responsible for inurnment. When death occurs, the crematory or mortuary will release the ashes and will issue an "Application and Permit for Disposition of Human Remains". This document must be presented to the church at the time of inurnment. The church is required to complete the document and return a copy to the appropriate authorities. (The applicant should arrange for the delivery of the cremated remains, and this specified document, to the church.)**
- 9. Memorial services may be arranged through the church office. No memorials other than the engraving on the granite shutter will be permitted in the columbarium. (Please see *Columbarium Agreement* paragraph 11)**
- 10. Requests to transfer cremated remains from another location to St. John's Columbarium must follow normal procedure, including the written acceptance of a new application by the church.**
- 11. Requests to remove ashes inurned in the columbarium will be honored upon payment of a removal charge, established by the church, and with the written consent of vestry and rector.**
- 12. The church reserves the right to amend these *Policies and Procedures*, if necessary in the best interest of the users and the church.**

THE COLUMBARIUM
ST. JOHN'S EPISCOPAL CHURCH
COLUMBARIUM APPLICATION

I (we) herewith indicate the desire to acquire inurnment rights, in perpetuity, for my/our cremated remains, in the niche(s) specified below, in the columbarium at 760 First Avenue, Chula Vista, California, 91910.

A check in the amount of \$_____ is herewith tendered with this application. I/we understand this amount covers permanent rights of inurnment of the cremated remains of the undersigned and perpetual care of the columbarium grounds and plantings in a manner consistent with the highest standards of quality and beauty. I/we understand that the cost of engraving of the granite shutter (facing) is my/our responsibility and is not covered by the tendered amount.

I/we understand that I/we will have no real property rights or other equity in the columbarium. I/we understand by my/our signature(s) below that this application constitutes "a right of inurnment".

Further, I/we understand that arrangements for cremation is my/our responsibility, as is the delivery of the cremated remains, in a suitable container, along with a copy of the state of California Department of Health Services "Application and Permit For Disposition of Human Remains" to the Church Administrator's office, properly identified.

(Note: the interior space of each single niche is eleven (11) inches high, eleven (11) inches wide, and approximately eight (8) inches deep, and double niches are approximately eleven (11) inches by eleven (11) inches by sixteen (16) inches deep, and all container(s) must fit within these dimensions.)

I/We select the following location for inurnment:_____

Column
(A through H)

Row
(1 through 12)

THE COLUMBARIUM
ST. JOHN'S EPISCOPAL CHURCH
COLUMBARIUM AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year _____ between the Rector, Wardens and Vestry of St. John's Episcopal Church, Chula Vista, (St. John's) and _____ (Permittee),

Witnesseth:

The city of Chula Vista has authorized on St. John's property located at 760 First Avenue, Chula Vista, California, the construction of a Columbarium by the Conditional Use Permit issued by said City, which Columbarium shall contain niches for the retention of cremated human remains. This Agreement is made pursuant to the provisions of said permit and public law applicable thereto.

It is mutually agreed as follows:

- 1. (a) Permittee hereby agrees to pay St. John's the total sum of \$_____ payable forthwith, in consideration for the use of Niche No. _____ in the Columbarium, and to have inscribed no more than two names with dates of birth and dates of death. Therefore, St. John's herewith grants Permittee the exclusive use and right to designate the occupancy of said niche in the Columbarium.**
- (b) All costs of engraving and/or inscription of the niche, and all costs of the urn(s) shall be born by Permittee or Designee, and shall correspond to the type and design authorized by St. John's.**
- (c) The sum so paid shall include a contribution of \$250.00 to the Church Columbarium Endowment Fund established by the vestry on July 15, 1998 for the purpose of maintenance of the Columbarium structures and grounds.**

- 2. Custody and control of the Columbarium and all matters relating thereto are and shall be accomplished in accordance with the bylaws of St. John's and shall be vested in the Rector and Vestry of St. John's as duly constituted from time to time. The Rector and Vestry shall, by use of any appropriate management and/or oversight entities they shall constitute and appoint, manage the use and operation of the Columbarium, its niches, and its grounds. All references to St. John's herein shall include such entities.**
- 3. (a) The right to designate occupancy in a niche, and to change such designations, shall remain in Permittee or Permittee's designee (Designee); subject to the provisions of this Agreement.**

(b) Notice of designation or change in designation shall be given in writing to St. John's and shall state the name of the Designee and address if different from Permittee. Notice of cancellation of a former designation shall likewise be given in writing to St. John's. St. John's shall acknowledge all such designation or changes in writing.
- 4. The consideration referred to in Paragraph One above covers the exclusive use and occupancy of the niche only. The cost of the urn, labor and material for inscription and installation and any taxes thereon shall be paid prior to occupancy of the niche and are solely the responsibility of Permittee or Designee.**
- 5. St. John's represents that it will exercise reasonable care in the maintenance of the Columbarium, provided, however, that neither St. John's nor any person acting for St. John's shall have any liability for any loss of or damage to any urn placed therein, or for any loss or damage to the ashes of any person inurned in the Columbarium. Permittee and Designee hereby waive and release St. John's 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 regarding the Columbarium.**
- 6. It is understood and agreed that neither the Permittee nor Designee acquires any property right of any kind in or to the Columbarium or any niche therein by virtue of this Agreement. It is further understood and agreed that St. John's may from time to time make rules and regulations governing the use and maintenance of the Columbarium, which rules and regulations may be amended, altered, changed or modified without notice.**

7. (a) The person who signs the application for a niche, and the *Agreement*, is the Permittee, and only this person may exercise the rights of designation or change of designation of the persons whose ashes may be placed in a niche, except as provided herein. However, after the incapacity or death of Permittee, the surviving spouse, if any, may exercise the rights of Permittee.
- (b) Husband and wife may both sign and thereby become the Permittee, acting jointly. So long as both are alive and capable, both must join in designation or change of designation, but after the incapacity or death of one, the other may act alone.
- (c) After the incapacity or death of Permittee and spouse, no person may make a change of designation for the use of the niche and only such persons which were previously designated during the life of the Permittee or spouse may use the niche. Should the designee not desire to use the niche, the niche shall revert to St. John's.
- (d) If both husband and wife have signed as Permittee and they later are divorced, neither may make subsequent designations or changes without the written consent of the other, unless one of the parties signs a waiver of all rights.
- (e) Designee may decline designation by written notice.
- (f) An inscription for a person for whom a niche was reserved may be placed on the niche even though the ashes of that person are not available. No more than two inscriptions may be placed on any niche.
- (g) All requests for variance from the provisions of this *Agreement* shall be submitted to St. John's Rector or Wardens. Action shall be taken by St. John's and the results communicated to the person in a timely manner.
8. If a Permittee desires to dispose of a niche, St. John's shall have the first option to re-acquire all rights thereto upon payment of the sum paid, without interest. If St. John's does not wish to re-acquire the niche, St. John's shall notify the Permittee in writing. Permittee may then transfer his or her rights and shall notify St. John's of any such transfer, in writing.

9. All services at which ashes are inurned in the Columbarium shall be conducted by the Rector of St. John's or by clergy acting with the permission of and under the direction of the Rector. In case there shall be no Rector, services shall be conducted by clergy officiating in the Parish as authorized by the Bishop of the Diocese of San Diego.

10. (a) No ashes shall be inurned in a niche until all fees are paid.

(b) All ashes inurned in niches in the Columbarium must be in urns, and the material, design, construction, type, size, shape and character of such urns shall be subject to the absolute discretion of St. John's.

(c) No urn containing ashes shall be removed from a niche except by and with the prior written consent of St. John's or its designated agent, and no right shall exist in the heirs at law of Permittee or Designee or any other person excepting only St. John's or its designated agent, to have such ashes removed.

(d) St. John's reserves the right to declare that a niche has been abandoned when it determines that any of the following conditions exist:

(1) Urns containing ashes have been removed from a niche and St. John's has knowledge that Permittee and all Designees for that niche have been dead for at least one year; or

(2) No urns have been placed in a niche, and St. John's has knowledge that 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 St. John's has no information of the whereabouts of Permittee and any Designees, but not until fifty years have elapsed 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 be immediately subject to a new *Agreement* with a new Permittee.

11. All markers or other designation for niches in the Columbarium, the material, design, construction, type, size, shape and character thereof, and all lettering, legends, or other markings thereon, shall be subject to the absolute discretion of St. John's. No flowers or other plants (living or otherwise) may be placed in the confines of the Columbarium or its grounds.

12. If in the absolute discretion of St. John's it shall be deemed desirable at any time to modify, improve or reconstruct or change the location of the Columbarium or to discontinue its use or any part thereof, St. John's shall have the right to do so. In such case St. John's shall have the urns and ashes removed from any niche or niches affected by such change or discontinuance, and have them placed in another appropriate place, as determined solely in St. John's discretion.

13. All the terms and conditions hereof, all the amendments, alterations, changes or modification thereof, and all rules and regulations made pursuant thereto shall apply to and be binding upon Permittee, their designees, and their heirs at law.

IN WITNESS WHEREOF, the parties have affixed their signatures as of the day and year first above written.

**THE RECTOR, WARDENS AND VESTRY MEMBERS OF ST. John's Parish,
Chula Vista, California.**

BY: _____
Rector or Parish Administrator Permittee

**Names to be engraved on the granite shutter of the niche:
(please print clearly)**

1. First Name _____

2. First Name _____

1. Middle Name or Initial _____

2. Middle Name or Initial _____

1. Last Name _____

2. Last Name _____

1. Date of Birth _____ 1. Date of death _____

2. Date of Birth _____ 2. Date of death _____

Relationship to parties named above, if applicable.

**I/We have read, understand, and agree to the "Policies and Procedures" for
the Columbarium at 760 First Avenue, Chula Vista, California 91910.**

(Signed) _____ (Date) _____

(Signed) _____ (Date) _____

Accepted by:

_____ (Date) _____

For St. John's Episcopal Church