

Holy Comforter Episcopal Church, Angleton

COLUMBARIUM  
RULES AND REGULATIONS

DESCRIPTION OF TERMS

A-1 Church:  
The "Church" and "Holy Comforter" as used herein shall refer to Holy Comforter Episcopal Church of Angleton, Texas, and personnel acting on behalf of the Church.

A-2 Vestry:  
"Vestry" shall refer to the Vestry of Holy Comforter Episcopal Church of Angleton, Texas.

A-3 Rector:  
"Rector" shall refer to the Rector of the Church, or if there is no Rector, then it shall refer to the clergy person who is the interim Rector or Diocesan designee.

A-4 Wardens:  
"Wardens" refers to the Junior Warden and the Senior Warden of the Church.

A-5 Columbarium:  
That dedicated part of the Church property containing niches for the inurnment of cremated human remains contained in urns.

A-6 Subscriber:  
A subscriber is one who has reserved and acquired permission to use a niche.

A-7 Niche:  
One of several rectangular spaces in a permanent specially constructed framework with granite faceplates, each niche having: (1) space for receipt of up to two permanent type of containers, sometimes referred to as urns, in which cremated remains are placed; and (2) a uniform granite faceplate covering the niche opening upon which the identifying inscription is engraved.

A-8 Inurnment:  
As used herein, the placement of cremated human remains within a niche in the Columbarium.

A-9 Requestor:  
The owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party whom the Vestry may deem appropriate and authorized to make a request for the inurnment of a Subscriber after the death of the Subscriber.

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## GENERAL SUPERVISION OF THE COLUMBARIUM

### B-1 General Planning:

The Columbarium is a part of Holy Comforter Episcopal Church, Angleton, Texas, which operates under the direction of its Rector and Vestry. The Columbarium shall be operated under these Policies and Procedures and such other policies, procedures, rules, and regulations as the Vestry may determine. Changes, amendments, revisions and deletions in such Policies and Procedures (or in the rules and regulations set forth therein) may be made from time to time by the Vestry in its discretion.

### B-2. Maintenance and Repairs:

Holy Comforter Episcopal Church shall provide routine maintenance, upkeep and minor repairs to the Columbarium and Columbarium area as part of, and to the same standards as the same services are provided to other church facilities. Major repairs, defined as in excess of \$250, shall be referred to the Vestry for approval and assumed by the Church.

### B-3. In-Trust Fund:

A trust account or maintenance account will be established in conjunction with the construction of the Columbarium for perpetual care and maintenance of the Columbarium area/courtyard. The Funds for said fund will be provided by a percentage of the selling price of each niche. The Fund balance shall be determined by the Rector and Vestry of Holy Comforter Episcopal Church in Angleton, Texas.

## INURNMENT AND DISINURNMENT

### C-1. Subject to Laws:

All inurnment, disinurnment, and/or removal of cremated remains shall be done in compliance with all federal, state and local laws and regulations, and shall also be subject to the Policies and Procedures set forth herein or as the same may be changed or amended from time to time.

### C-2. Eligibility:

Inurnment in the Columbarium is available to any present or past member of Holy Comforter Episcopal Church, Angleton, Texas, and to the spouse (including life partners), children (natural born or adopted), stepchildren of such member.

### C-3. Arrangement for Inurnment:

The Rector shall have complete responsibility for all religious services of committal. Sufficient and proper notices of intended inurnments shall be given to the Rector and only such religious services as the Rector may conduct or give permission for, may be performed. The inurnment shall be in the manner as directed by the Rector.

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C-4. Application for Inurnment:

Requests for inurnment shall be in writing on forms provided by the Church. The Vestry reserves the right to act upon such written requests received from the owner of inurnment rights, or his or her heirs, devisees, legatees, executors, administrators, or such other party that the Vestry may deem appropriate and authorized to make such requests ("Requestor"). The Vestry's determination shall be final and shall not be subject to action in any court. No oral request for inurnment shall be honored. If the application is approved, the applicant/Subscriber shall pay the then-existing subscription fee amount set by the Vestry for reservation of niches unless alternative arrangement has been made pursuant to Paragraph C-7 below.

C-5. Holy Comforter Is Not Responsible for Subscriber/Requestor Mistakes:

The Church and the Vestry shall not be held responsible for any mistake occurring from the want of proper and precise instructions as to either the inscription upon or the location of a niche.

C-6. Holy Comforter Is Not Responsible for Permit or for Identity:

Neither the Church, nor any member of the Vestry shall be liable for obtaining any permit for inurnment, nor for the identity of the person whose remains are inurned or sought to be inurned.

C-7. No Inurnment or Engraved Inscription Permitted Without Prepayment of Costs:

Absent special written consent of the Vestry or approval (written or oral) of the Rector, no inurnment shall be permitted in any niche, nor engraved inscription made upon the granite faceplate of any niche for which the Church has not received full payment of any costs then associated with the inurnment of remains in the Columbarium. In the event such written consent from the Vestry or approval by the Rector is sought by a Subscriber or Requestor and given to a Subscriber or Requestor subject to a requirement of payment by a specified date, any and all inurnments in, or inscribed granite faceplates placed upon, the niches shall be deemed temporary and subject to fulfillment of the terms provided in the written consent or Rector approval.

If the Subscriber and Requestor fail to fully comply with the conditions of the written consent or Rector approval, the Vestry may cause the rights of the Subscriber and Requestor to terminate and return to the Requestor the remains placed in any applicable niche. The Vestry and the Church, thereupon, shall be released from any and all obligations to such Subscriber and Requestor, except that the Church shall refund any payments as may have been made toward costs that exceed the amount of such costs actually incurred.

C-8. Time Limitation; Potential Abandonment/Forfeiture of Niche:

If any niches are not used within 25 years of allotment, and if the Subscriber and the Subscriber's family are no longer known and are not located through reasonable efforts, the Vestry will be free to re-allot such niche.

C-9. Niche Capacity:

Each niche is designed to contain up to two average sized urns. Additionally, the standard engraving on the granite faceplates is designed to allow up to two names and related dates. Absent special written consent of the Vestry and written approval of the Rector, no niche may contain more than two urns.

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C-10. Inurnment Rights:

Unless the Rector, after the advice and consent of the Senior Warden, or the Junior Warden, gives special written permission, only the remains of up to two persons described in C-2 above, shall be permitted to be inurned in any niche.

C-11. Inurnment Permits:

Any permits for inurnment required by local or state laws must be secured and furnished by the Subscriber, Requestor, Funeral Director, or other person having authority to act on behalf of the person whose remains are to be inurned, prior to inurnment, and at no expense to the Church.

C-12. Containers, Urns, Granite Faceplates:

Inurnments in the niche may be made only in the permanent containers or urns approved by the Vestry for use in the niches in the Columbarium area. If a Requestor or Subscriber desires to use a container or urn that differs from the standard urn(s) provided by Holy Comforter for use in the niches, the Requestor or Subscriber may request approval of such alternative urn or container from the Vestry. So long as the alternative urn or container meets size requirements (12" x 12" x 12"), is constructed of materials that are permanent, and is not of excessive value, such approval shall not be unreasonably withheld. All niche front openings are to be covered with a uniform engraving on the granite faceplate as prescribed by the Vestry.

C-13. Items and Activities Covered by Niche Subscription Fee

Holy Comforter Church will arrange for the opening and closing of niches at the time of inurnment, provide a standard urn (appropriate size, no more than 12" x 12" x 12"), and arrange for the engraving of the granite faceplate. The cost for the above will be assumed by the Church and is included in the niche subscription fee. No credit relating to the cost of the urn will be given if a Subscriber requests the use of a different urn as provided in Paragraph C-12.

C-14. The engraving of the granite faceplate on each niche, shall be completed in conformity with sections G-1, G-2, and G-3 of these Policies and Procedures.

C-15. Removal of Columbarium:

The Church expressly reserves the right at any time, to move the Columbarium within the Church campus from where it is located at present or to another location for any reason at the sole and unfettered discretion of the Vestry. If for any reason, the Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of the Church (which may be the governing authorities of the Episcopal Church in the Diocese of Texas), be removed to and inurned at a location designated for use as a Columbarium or, alternatively, if another site is not feasible for such use, in the Gulf of Mexico beyond the 15-mile coastal limit of the United States of America. In the event of any move or removal, all remains which are inurned in the Columbarium at that time will be removed by the Church at its cost and placed in the alternate site. The Vestry shall exercise reasonable efforts to locate and notify surviving heirs as to any of the events described in this paragraph and offer such surviving heirs the opportunity to remove the urns within three (3) years.

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C-16. Niche available for Rector without subscription fee:  
The Rector and former Rectors of Holy Comforter Episcopal Church may reserve a niche for themselves and their spouse (including life partner), children (natural or adopted), and/or stepchildren) without payment of the subscription fee. The extension of this benefit to Assistant or Associate Rectors shall be in the sole discretion of the Vestry.

C-17. Change of ownership of subscription thru legal process:  
In the event ownership of a niche is established by due process of the law in a party other than the subscriber of record pursuant to a court order requiring recognition of such other party as the owner, the Church and the Vestry may recognize such other person or persons to be the successor(s) in use, subject to eligibility in clause C-2. In such event, no liability or claim may be asserted by reason thereof against Holy Comforter Episcopal Church of Angleton, its Rector, Wardens and Vestry of said Church, or any agent or representative of the Church.

C-18. Buy Back:  
In the event the niche becomes the property of someone who does not qualify (acquiring it. under any legal process), not qualifying under clause C-2, the niche may (not required) be purchased back from the legal, yet unqualified, party for the original price of the niche(s), at the discretion of the Rector and the Vestry.

DISINURNMENT AND REMOVAL

D-1. Removal Prohibited:  
Removal of cremated remains is prohibited unless approved by the Vestry. In the event the Vestry approves removal, the owner of inurnment rights is responsible for removal and restoration costs. Only the Rector or Church designated person may physically remove a granite faceplate to accommodate removal of an urn.

D-2. Exchange of Niche Location:  
Subject to the prior written approval of the Vestry, cremated remains and the niche granite faceplate may be removed from its original niche to a different niche in the Columbarium, when there has been an exchange or purchase made for that purpose. If the move is requested by the subscriber, the subscriber will pay the cost of removal and inurnment.

TRANSFERS AND ASSIGNMENTS

E-1. Consent of Vestry:  
No transfer or assignment of inurnment rights in any niche shall be valid without the consent in writing of the Vestry and the Rector first endorsed upon such transfer or assignment and the surrender of any existing Holy Comforter Episcopal Niche Reservation Agreement relating to the inurnment rights to such niche.

E-2. Indebtedness:  
No transfer or assignment shall be recognized as long as there is any indebtedness due the Church from the record niche user.

E-3. Transfer Charge:

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