

# **THE BERTHA E.R. STROSACKER MEMORIAL PRESBYTERIAN CHURCH**

**MIDLAND, MICHIGAN 48640**

## **GENERAL POLICIES, REGULATIONS AND RULES FOR THE USE OF THE COLUMBARIUM**

### **I. Introduction and Purpose**

A columbarium has been created on the premises of The Bertha E.R. Strosacker Memorial Presbyterian Church (“MPC or the Church”) to provide a place for the inurnment or interment of the cremated remains (“cremains”) of, and/or to honor and remember the names of the deceased MPC members and other eligible persons. The columbarium, comprising a group of niches, a memorial garden (“Memorial Garden”) and a memorial wall (“Memorial Wall”) is owned by MPC and shall be referred to herein as “MPC Columbarium or the Columbarium”. These regulations are intended to protect the interests of both the individual user of the Columbarium and MPC, as well as to govern their mutual conduct regarding the operation and maintenance of the Columbarium. These rules and policies will be observed for the general good in maintaining the desirability and dignity of the present, and future, MPC Columbarium.

### **II. Management**

The Columbarium (including the niches, the Memorial Garden and the Memorial Wall) and its use, maintenance and supervision are at all times subject to the management of the MPC through its designated board and/ or a committee under the supervision of the MPC Session. The rules set forth herein may be amended at any time at the sole discretion of MPC, as is deemed necessary.

### **III. Certificate**

The Columbarium is intended to be used by or for members of MPC, their spouses, their children, their parents and their spouse’s parents, its clergy and former clergy, former members and (subject to the approval of the MPC Session) any non-members and their families. After a written application is submitted to and approved by MPC, a Certificate of Right to Use the Columbarium (will be provided to the user/ grantee for specified purpose(s) noted in the application. The application shall designate the person(s) [“Designee(s)”] whose cremains are to be inurned in the specified/assigned niche, interred in the Memorial Garden, or whose names are to be placed on the Memorial Wall. The Grantee of a Certificate shall receive a right to use the Columbarium as noted in the Certificate, but neither the Grantee nor any Designee nor a third party beneficiary shall acquire any property rights of any kind in the Columbarium by or through the Grantee’s Certificate. The Church shall maintain a Columbarium Register and retain a duplicate of the Certificate.

### **IV. Inurnment**

Inurnment in each niche is limited to the cremains of two persons except that, in exceptional circumstances, the cremains of more than two persons may be placed in a niche upon the approval of MPC. Inscriptions on the front of each niche are limited to

the names and years of birth and death of the deceased whose cremains are contained in the niche. (However, any clergy or military veteran may have additional designations of his or her service.) The size, type and manner of lettering on the front of each niche shall be of a uniform character as determined by MPC.

**V. Interment**

As an alternative to inurnment contemplated herein, the cremains may be interred in the Memorial Garden. More specifically, if the original Grantee(s) or designated-Grantee(s) so choose, the cremains may be deposited directly within the Memorial Garden, where they are to be comingled with other cremains and the soil. The identities of the individuals who are interred in the Memorial Garden may be placed on the memorial Wall, pursuant to the provisions of Article VI regarding the use of the Memorial Wall.

**VI. Memorial Wall**

Any person may apply directly or posthumously through a representative to have his or her name inscribed on an approved plaque to be placed on the Memorial Wall, subject to the approval of the MPC Session. The general design, size and other details regarding the plaque shall be determined at the sole discretion of MPC. In addition, any Grantee or Designee whose cremains are interred in the Memorial Garden may request to have his or her name placed on the Memorial Wall. Only the names of the deceased shall be placed on the Memorial Wall.

**VII. Allocation**

The Grantee(s) on a first application basis will make niche selection. Certain niches, however, may be reserved for the clergy, former clergy of MPC and for other purposes determined by MPC Session. In the alternative, the Grantee(s) may indicate his or her preference to have the cremains interred in the Memorial Garden. The particular placement of the cremains shall be determined at the sole discretion of MPC.

**VIII. Designation and Transfer**

Each grant of a Right to Use the Columbarium ("the Right") shall extend solely to the Grantee or Grantees designated in the Certificate as follows:

- 1) During the lifetime of any designated Grantee (qualified according to these rules), such person may assign such Right to another person by submitting a written request to and obtaining a written approval from MPC;
- 2) MPC has the sole discretion to withhold consent for any proper reason. If the consent is so withheld, the original Certificate shall be deemed to continue in effect;
- 3) Upon approval, MPC shall issue a new Certificate in favor of the newly designated person(s), who shall then become the Grantee (or Grantees) for the purposes hereunder; and
- 4) All assignees and transferees shall be bound by these Rules.

**IX. Container and Inscription**

Each Grantee (or the Grantee's legal representative, surviving spouse, or next of kin) shall be responsible for providing a suitable container for the cremains to be inurned in an assigned niche and for the inscription on the front of the niche, subject to the guidelines set forth in Article IV.

**X. Removal**

The cremains placed in a niche may be removed from the niche upon written notification to and approval from MPC. Any associated expense shall be paid for by the party or parties requesting such removal. In the event a container is removed from a niche for the inurnment or disposal elsewhere, all rights granted hereunder shall revert back to MPC. The niches in the MPC Columbarium are meant to provide a final resting place for the inurned "in perpetuity." However, in the event MPC deems it necessary at any time to change the location of the Columbarium or to discontinue the use of any portion thereof, the MPC shall have the sole discretion to remove the containers from the affected niches and may place such containers in other suitable niches in such a place as MPC shall deem proper and appropriate. In addition, MPC shall have the sole discretion to remove and relocate the Memorial Garden and the Memorial Wall.

**XI. Contingencies**

The right of a Grantee to use the MPC Columbarium shall continue only so long as the Church building and surrounding property are used primarily for worship and related religious purposes and is owned by MPC. The Grantee or Designee understands and acknowledges that MPC cannot guarantee that it will be able to continue operations of the Columbarium indefinitely. If and when the Columbarium needs to be relocated, removed, changed, or dismantled, for any reason, that determination shall be made at the sole discretion of MPC. Notification of such actions shall be published in the MPC newsletter or bulletin and/or local newspaper at least one month prior to such action. All monies set aside for this contingency shall be under MPC's sole control and under no circumstances shall any person or persons be entitled to any refund from MPC. Further, MPC shall not be responsible for locating Grantee's or Designee's surviving spouse, legal representative, next of kin and the like to inform them of MPC's intended actions. The acknowledgement and understanding of the conditions, contingencies and consequences contemplated herein shall be binding on the Grantee(s) or Designee(s), as well as, on their heirs, representatives, assigns, agents, executor or administrator.

**XII. Surrender of Rights**

In the event that the Grantee's surviving spouse, or their successors as indicated in Articles X and XI decide not to use the niche, a written notice shall be given to MPC. Upon receipt of such notice, all rights to inurn in the niche shall be surrendered and shall revert back to MPC. A partial refund (the amount of which will be determined solely at the discretion of MPC to be based on various factors and cost elements then existing) will be returned to the Grantee or successor within 120 days of receipt of request.

**XIII. Burial Service**

All arrangements for funeral service, committal, inurnment and interment at the Columbarium shall be made with the Senior Pastor of MPC, or his or her designee(s). A Certificate of Cremation must be obtained from the Funeral Home or a licensed crematory and provided to MPC to be kept on file.

**XIV. Limitation of Liability and Security**

MPC, through its Columbarium Committee, has taken careful and prudent steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need to preserve the beauty, dignity and serenity of its surroundings as a special space for prayer and services. By making a purchase, the Grantee and Designee (as the immediate holder of the right to use the relevant portion(s) of the Columbarium ), along with their agents, beneficiaries, heirs, legal representatives and successors assume the risk of loss, destruction, vandalism, and, even, desecration or theft of the cremains. While MPC shall continue to exercise reasonable care to maintain the security and serenity of the Columbarium, MPC shall have no liability for any loss or damage to the Columbarium or the cremains of the deceased persons, or for conditions of the Columbarium, its use, or subsequent maintenance. Further, Grantee and/ or Designee agrees to hold harmless and indemnify MPC its agents, assigns, contractors, officers, pastors, professional staff, representatives and the like (“MPC Representatives”) for any and all losses associated with the use of MPC Columbarium, unless caused by gross negligence or intentional misconduct by MPC or MPC Representatives. MPC will exercise reasonable precautions to protect the Grantee and or Designee 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 MPC (or MPC Representatives) shall be limited to no more than Three Times (3X) the amount of the money paid for any contracted items hereunder.

**XV. Dispute Resolution**

All disputes arising out of or in connection with the use of the MPC Columbarium hereunder shall be resolved by a binding mediation employing a mediator agreeable to both parties, i.e., Grantee, Designee or his or her representative and MPC. Each party shall be responsible for its cost associated with such mediation. The decision of the mediator shall be binding and final. The maximum recovery of any damages shall be limited to no more than Three Times (3X) the amount of the money paid for any contracted items hereunder, as noted in Article XIV.

**XVI. Ornamentation**

The Columbarium has been designed as a place of beauty and repose and will be maintained as such. Privately placed fresh flowers are acceptable for inurnment or interment ceremonies only, but must be removed after three (3) days.

**XVII. Accessibility**

The outdoor Columbarium will be open and accessible daily at all reasonable times during the day.

**XVIII. Fees and Cost**

The Grantees or Designees shall pay in full the fee (established by the Columbarium Committee and approved by Session) to the MPC Columbarium Fund when the Columbarium Application Form is submitted.

**XIX. Rule Changes**

MPC shall at all times have the right to make changes, additions or exceptions to these Rules. These Rules may be amended at any time by MPC with the approval of its Session.

**XX. Adoption**

These Rules (with an emphasis on the use of the Columbarium for inurnment) were first approved by the Session of MPC at their regular meeting on the 16th day of April, 2014. These Rules were subsequently revised and approved by the Columbarium Committee on the 8<sup>th</sup> day of October, 2014, to include and elaborate certain parts pertaining to the use of the Memorial Garden and the Memorial Wall.

**XXI. Military Honors**

The City of Midland does not permit the ceremonial discharge of firearms at the church's location. Given that restriction, as well as our close proximity to two schools, any military honors should include taps and flag ceremony only.