

# Rules, Policies and Regulations Related to the Columbarium and Memorial Garden of First Presbyterian Church

3810 Robert Grissom Parkway, Myrtle Beach, South Carolina 29577  
As Approved by the Session October 26, 2020

## I. Purpose

The Columbarium and Memorial Garden (collectively the "Memorial Garden") of First Presbyterian Church of Myrtle Beach (the "Church") provides a holy space for the interment or sprinkling of ashes ("cremains") following cremation. The Memorial Garden is a place of worship and celebration; a place to meditate and remember those who have gone before us. A Memorial Wall and Ash Garden is located within the Memorial Garden and provides a place for inscriptions for those who may have been interred elsewhere or who may wish to be memorialized within the Garden. Other memorial opportunities within the Memorial Garden may include pavers, benches, and ornamental trees as authorized by the Columbarium Committee and approved by the Session of the Church (the "Session").

## II. Definitions

- A. **"Columbarium"** means the columbarium located at First Presbyterian Church in Myrtle Beach, South Carolina.
- B. **"Certificate"** means the Certificate of Right of Inurnment as more particularly described in Section VI hereof.
- C. **"Columbarium Committee"** means the committee serving under the direction of the Session of the Church to oversee the operations of the Columbarium.
- D. **"Cremains"** means the cremated remains of a human being.
- E. **"Eligible Person"** is as defined in Section IV hereof.
- F. **"Church"** means First Presbyterian Church of Myrtle Beach, a South Carolina non-profit corporation.
- G. **"Immediate Family"** is as defined in Section IV hereof.
- H. **"Memorial Plaque"** means the approved plaque memorializing an Eligible Person.
- I. **"Niche"** means a designated space in which the cremated human remains of an Eligible Person(s) may be placed.
- J. **"Permittee"** means the holder of a Niche License, his or her legal representative, and any assignee thereof, provided that the assignment has been approved in writing by Church. No more than two (2) Permittees may apply to enter into a single Niche License. If two (2) persons apply, Church may irrevocably rely without further inquiry upon the authority of any one (1) of such Permittees.

## III. Governance

- A. *The Columbarium Committee (the "Committee").* The Memorial Garden is owned by and is part of the Church. The Committee administers, operates and maintains the Columbarium under a delegation of authority from the Session.
- B. *Committee Membership and Appointment.* The Committee shall consist of seven (7) persons, six (6) of whom shall be members of the Church (the "Congregational Committee Members") and the seventh shall be an ordained minister on the Church's staff (the "Minister").
  - 1. The Congregational Committee Members shall be appointed by the Church's "Senior Minister" (head of staff). Two of the initial Congregational Committee Members, one of whom shall be an ordained Elder, shall serve for three (3) year terms, two of the initial Congregational Committee Members shall serve for only a one (1) year term and two Congregational Committee Members shall serve for a two (2) year term. The Senior Minister's appointment of the Congregational Committee Members shall be subject to Session approval and confirmation prior to December 31 of each year and the terms of service shall coincide with the Session terms of office. Any Congregational Committee Member may serve two successive three (3) year terms and may not be reappointed to serve again until having been off the Committee for at least one year. The initial terms of the Congregational Committee Members that are less than three (3) years shall not be considered in applying this rule. The Congregational Committee Members shall serve at the pleasure of the Session.

Any vacancy at the end of a term or during an unexpired term shall be filled by an appointment by the Senior Minister and approved by Session. There shall always be one ordained Elder on the Committee.

2. The Minister shall be appointed by the Senior Minister from time to time as the Senior Minister deems appropriate.

*C. Committee Functions and Duties.* The Committee shall have authority to:

1. Elect its own Chairman, Vice Chairman and Secretary/Treasurer.
2. Subject to approval by the Session, adopt its own internal rules and operating procedures, including the dates and times of regular meetings, the procedures for calling special meetings, the establishment of a quorum and the procedures by which votes are taken or decisions are made. In the absence of the adoption of any such internal rules and operating procedures, the quorum shall be a majority of the Committee's members, and actions shall be taken upon a majority vote of the Committee members in attendance.
3. Subject to approval by the Session and consistent with these Rules, Policies and Regulations, establish policies for niche licenses and the inurnment of cremains, and adopt and utilize contracts, forms and other documents necessary relative thereto.
4. With the cooperation and services of the Church Administrator, receive proceeds from niche licenses, memorials and miscellaneous receipts, and make disbursements or expenditures as the Committee deems necessary for the proper administration, operation and maintenance of the Memorial Garden, subject to accounting for such financial transactions to the Session upon its request, but in any event, not less than once a year. The Committee shall also establish and maintain in the Church's name such account or accounts with financial institutions as the Committee and Session deems necessary in which to deposit receipts related to the Memorial Garden, including the proceeds from niche licenses, and from which to make the disbursements or expenditures related to the Memorial Garden. Such funds may also be deposited and disbursed from the Church's operating accounts or other accounts.
5. Generally administer, operate and maintain the Memorial Garden consistent with these Rules, Policies and Regulations and the physical plans submitted to and approved by the Session, and maintain all records and documentation relating to the Memorial Garden, niche licenses and all inurnments in the Memorial Garden as directed by the Session.

#### **IV. Eligibility for Inurnment**

Inurnment in the Columbarium shall be limited to the cremains of any member, affiliate member or past member of the Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the inurnment of others may be honored if recommended by the Committee and approved by the Session.

#### **V. Fees**

The one-time fee for the right of inurnment for each niche in the Columbarium is the current schedule of fees as adopted by the Committee and approved by the Session which is attached as Amendment A to these Rules, Policies and Regulations, as the same may be amended from time to time. This fee includes two (2) urns, all costs directly associated with inurnment and inscription of names and dates. It does not include the cost of cremation, transportation and other off premises cost. The fee may be changed in the future by the Committee and approved by the Session. Current holders of Niche Licenses will neither be reimbursed nor assessed additional costs if the fee changes.

#### **VI. Niche Licenses**

Each Niche in the Columbarium shall have a capacity of two urns. In order to obtain a niche license, an eligible person should obtain a Columbarium and Memorial Garden packet from the Church office; this packet contains a copy of the Columbarium and Memorial Garden Brochure, the Columbarium and Memorial Garden

Rules, Policies and Regulations and all applicable forms. The applicant should complete all appropriate forms and submit them, with payment in full of all fees, to the Committee. A member of the Committee will contact the applicant to ensure that all information is correct and then submit the application to the Committee for final approval. When the application is approved, the applicant will be issued a Certificate of Right of Inurnment ("Certificate").

**VII. Selection of Niches**

When an application has been approved, the applicant will have the right to select any niche(s) which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches will be issued to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche.

**VIII. Waiver of Fees**

Whenever he or she deems it appropriate, the Senior Minister of the Church, subject to the approval of the Session, shall have the right to waive any part of or all the payment for a niche license for anyone otherwise eligible, and who has recently died or for whom death is imminent. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining unissued niches by the person in need or his/her survivor(s).

**IX. Manner of Owner's Delivering of Orders**

Directions to the Church and the Committee as to either the inscription upon or the location of the niche where inurnment is desired shall be given in writing by certified mail-return receipt requested or by personal delivery to the Church Administrator. While the Church and Committee shall use best efforts to comply with such instructions, neither the Church or the Committee shall have any liability for errors or omissions relative thereto.

**X. Inurnment Procedures**

- A. *Services* Only an ordained minister serving the Church, or an ordained minister invited by the Senior Minister of the Church, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor or minister and the family of the deceased to be inurned. If the certificate holder ("Holder") ceases to be a member of the Church, the Certificate shall continue to be valid and binding until Holder shall, by written notice, terminate the Certificate or until the expiration of ten (10) years following the date that Holder ceased being a member of Church, at which time the Certificate shall be subject to termination as herein provided. At such time, Church will attempt to contact Holder by U.S. Mail, certified-return receipt requested, sent to the last known address of Holder, informing Holder of the pending termination of the Certificate. If no written response is received by Church within one hundred eighty (180) days after the date of such notice, the Certificate of such Holder shall automatically terminate, and all rights to the Niche shall revert to Church. A Holder may extend the Certificate for additional ten (10) year periods by giving written notice of its intention to extend to Church which notice must be received by Church prior to the end of the then current ten (10) year period or during the one hundred eighty (180) day grace period described above. Only the Holder has rights under a Certificate provided, however, if a Holder is deceased and the Holder's Niche has not been used, the Eligible Person(s) named in the Holder's Certificate shall have the right to designate a new Eligible Person(s) in the Holder's immediate family to be interred in such Niche or may, in the alternative, cancel the Certificate. A Holder may at any time request in writing the right to terminate the Certificate if the Niche has not been used. If the termination occurs within five (5) years of the date of the Agreement, one-half (1/2) of the funds paid relative to such Niche by the Holder shall be refunded to such Holder. If termination occurs after five (5) years from the date of the Agreement, no amounts shall be refunded.
- B. *Urns* Urns that may be used for inurning cremains in the Columbarium shall be the urns provided by the Committee and included in the fee charged for the niche or urn(s) provided by the Certificate Holder and approved by the Committee.
- C. *Inscription on Niches, the Memorial Wall, the Ash Garden, pavers and other memorials.*

1. Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the inurnment rights and memorials shall include the cost of such inscription.
2. Conformity of Text: The maximum inscriptions for a niche shall consist as follows:  
 (top line) FIRST AND MIDDLE NAME(S) OF THE DECEASED  
 (middle line) LAST NAME OF THE DECEASED  
 (bottom line) DATE OF BIRTH DATE OF DEATH  
 (Month (as JAN., MAR. APR.), Date (XX), Year (XXXX))

Correctness of Inscription: An inscription order form will be provided in the Columbarium Packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Secretary of the Committee. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates as filled in on the signed inscription order form, and then shall only be responsible for having same corrected in a reasonable time following written notice to the Committee and the Church identifying the nature of the error.

#### **XI. Flowers, Ornaments, and Decorations**

- A. *Floral Regulations.* Flowers and/or plants may be placed in the Columbarium area only as directed by the Committee.
- B. *Prohibited Ornaments.* The use of felt, crushed silk, or any other cloth in a Columbarium niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, decorations, flags or any other article not provided by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Committee and disposed of without notice or liability to the owner.

#### **XII Owner's Obligation of Notification**

The holder of inurnment rights has an obligation to keep the Church notified concerning his or her current address, ownership changes and related information.

#### **XIII. Transfer or Assignments**

- A. *No Right of Transfer.* The holder of a Niche License shall not have the right to transfer same, without the approval of the Committee and the Session of the Church. Any new holder, if approved by the Committee and the Session of the Church, will be required to meet the criteria in **Article III** of this document, *Eligibility for Inurnment*.
- B. *Removal.* Cremains remain the property of the family or estate of the deceased. If cremains from the person listed on the Certificate have been inurned in their niche and the survivor wishes to remove the cremains, rights to the niche will revert to the Church, with no compensation due to the Owner's estate.
- C. *Niche Use.* No cremains may be inurned in any niche except those for the persons listed on the Certificate of Right of Inurnment for that niche.

#### **XIV. Title and Retained Rights**

The holder of a Certificate acquires no property rights in the Memorial Garden, any of its niches or any of the Church's property. Legal title to the Memorial Garden and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremains of the person named on the Certificate in the specific niche also stated in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the Committee, the latter shall take preference.

**XV. Removal of Cremains by the Church**

- A. Subject to the terms and provisions related to the termination of the Memorial Garden or the relocation thereof, Cremains may not be removed from the Memorial Garden without the written consent of (a) the Church and (b) the Owner (or his or her legal representative or successors) of the Right of Inurnment.
- B. In the event that the Memorial Garden requires repairs in order to maintain its integrity, the Owner agrees that the temporary removal of any cremains until those repairs are completed shall be permissible.

**XVI. Security of Cremains**

The Church shall have no liability for the security of the cremains inurned in the Memorial Garden and all parties, for themselves, their heirs, successors and assigns, hereby release the Church, the Committee and all employees, ministers and representatives of the Church from any and all liability relative to the Memorial Garden and the inurnment of cremains therein. The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The holder(s) of the Inurnment Rights will assume the risk of the loss, destruction or desecration of the decedent's cremains from any or all causes.

**XVII. Termination of the Memorial Garden**

The Right of Inurnment will continue as long as the Memorial Garden stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement Memorial Garden will not be furnished at the new site, the Right of Inurnment will cease. In that event, the Church will notify the Owner (or his or her legal representative successors) that they must remove the cremains from the niche. If no one of such persons removes the cremains within a reasonable time or if no one of such persons can be contacted within a legal time, the Church has the right to relocate the cremains as it deems proper. No refund of any amount for the Inurnment Rights will be made. Furthermore, the Church shall have the right, in its sole discretion, to relocate the Memorial Garden and the Cremains located therein.

**XVIII. Personal Conduct in the Memorial Garden Area**

The Memorial Garden is part of the Church and all persons in the Memorial Garden area are expected to conduct themselves in accordance with customary good decorum as normally observed in a Presbyterian Church. The Senior Minister and the Committee are empowered to enforce these rules and regulations and to exclude from the Memorial Garden area any person(s) violating these rules and regulations.

**XIX. Protection Against Loss**

The Church may carry such insurance for its own benefit upon the Memorial Garden and contents as the Committee (subject to Session approval) sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the inurnment right holders.

**XX. Amendment or Waiver of Operating Rules**

The Session of the Church may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of these *Rules, Policies and Regulations*. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Session, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.