

MOST BLESSED SACRAMENT CATHOLIC CHURCH COLUMBARIUM

A POLICY GOVERNING THE USE OF THE COLUMBARIUM

The purpose of the Columbarium is to provide a place on the Church property for the preservation of the ashes of cremation for Church members and their families. The Most Blessed Sacrament Catholic Church Columbarium is an answer to the age-old concern of the Christian community to participate in the proper disposition of the earthly remains of those who have shared the fellowship. This is to be a place especially for those who love Most Blessed Sacrament Catholic Church and have a sense of closeness to it, which they would like to preserve even after death. It shall be hallowed ground, sacred to the memory of those who have departed from our midst.

The following guidelines and policies have been adopted by the Parish Columbarium Committee and approved by the Pastor of Most Blessed Sacrament Catholic Church, (the “Church” or “Parish”). These guidelines may be amended only if done so in writing with the recommendation of the Parish Columbarium Committee and approval of the Pastor, and the Diocese of Fort Worth. The Parish Columbarium Committee shall review policies and fees periodically and submit recommendations to the Pastor, as changing conditions may require.

Section 1. Terms

- 1.1 The term “Columbarium” shall mean the Columbarium located at Most Blessed Sacrament Catholic Church in Arlington, Texas.
- 1.2 The term “Columbarium Agreement” shall mean the written contract between Most Blessed Sacrament Catholic Church and any eligible person who seeks to use the Columbarium for interment captioned Right of Interment in a Columbarium Niche.
- 1.3 The term “committee” or “Committee” shall have the meaning defined in Section 9.
- 1.4 The term “Purchaser” shall mean the person who executes the Columbarium Agreement.
- 1.5 The term “eligible person” or “family” shall have the meaning defined in Section 9.
- 1.6 The term “niche” shall mean a designated space in the Columbarium.
- 1.7 The term “memorial plaque” shall mean a plaque naming an eligible person who has been interred elsewhere.

Section 2. Eligibility and Use of the Columbarium

- 2.1 The Pastor has sole authority and responsibility for the management and any decisions regarding the Columbarium. Any decisions by committees are solely recommendations until accepted by the Pastor. Any exceptions to these written policies must be approved by the Pastor.
- 2.2 The Most Blessed Sacrament Catholic Church Columbarium is primarily for the deceased members of the Catholic Church and their families. Eligible person and family are described in section 1.5 above. Exceptions must be approved by the Pastor.
- 2.3 The Most Blessed Sacrament Catholic Church Columbarium is the property of the Bishop of the Roman Catholic Diocese of Fort Worth and his successors in office, as the beneficial owner.
- 2.4 All decisions for the assignment of niches and memorial plaques will be established by the Parish Columbarium Committee and be approved by the Pastor.
- 2.5 A person’s entire ashes must be contained in an urn suitable for burial and meeting the size restrictions as set forth by the Parish Columbarium Committee. By no means can

there ever be the comingling, disbursement, or distribution of the ashes at the Columbarium.

Section 3. Columbarium Agreement

- 3.1 The Columbarium Agreement sets forth the terms of the Agreement between Most Blessed Sacrament Catholic Church and the Purchaser with the respect to the use of a niche in the Columbarium.
- 3.2 The Columbarium Agreement shall establish the Purchaser's right to be interred and to the use of a niche in the Columbarium, but it does not convey ownership of any property or property interest to the Purchaser.
- 3.3 Any eligible person, who desires to use a niche in the Columbarium for interment, shall pay the purchase price in full and sign the Columbarium Agreement. The Columbarium Agreement shall be signed by the Pastor, or his appointed representative, and a fully signed copy shall be delivered to the Purchaser.
- 3.4 The signer of the Columbarium Agreement does not have any right to sell their use of the niche. Any transfer must be approved by the Pastor, in writing, and provided to the Parish Columbarium Committee. An unapproved transfer may result in the voiding of the Columbarium Agreement.
- 3.5 Should a Purchaser no longer wish to retain a prospective right to use the niche, the Purchaser may relinquish the right and receive a refund of 50% of the consideration paid to the Most Blessed Sacrament Catholic Church.
- 3.6 Should a niche that has been purchased sit unused for 50 years, and after the Parish has made a reasonable effort to contact the owner or their heirs, then the right to the use of the niche will revert back to the Parish and may be sold to another party.

Section 4. Funds

- 4.1 The cost of the Columbarium will be paid for by those who desire to use it, rather than by the parishioners in general.
- 4.2 All money received will be deposited into the Parish's main checking account and recorded as columbarium revenue. All expenses of the Columbarium will be paid by the Parish office and recorded as Columbarium expenses. All revenues and expenses of the Columbarium will be accounted for on the Parish books.

- 4.3 A portion of any Columbarium gross revenue will be transferred into a Diocesan investment pool account for future maintenance, repair, and upkeep of the Columbarium. This investment pool account will be managed by the Central Office of the Diocese.
 - 4.3.1 80% of gross Columbarium revenue will be retained by the Parish to cover ongoing expenses, maintenance, and expansion of the Columbarium.
 - 4.3.2 20% of gross Columbarium revenue will be transferred, on a monthly basis, into the Diocesan Columbarium Investment Pool. These funds will be invested for the future needs of the Columbarium.
- 4.4 The Columbarium is not a cemetery, it is not operated as a perpetual care cemetery, and there is no requirement that a perpetual care fund be established in conformity with the laws of the State of Texas (as may be required for a perpetual care cemetery).
- 4.5 All records and books of account shall be subject to review, as are other accounts and funds of Most Blessed Sacrament Catholic Church.

Section 5. Administration

- 5.1 A Parish Columbarium Committee will be formed under the direction of the Pastor. Its purpose shall be to advise the Pastor in matters relating to the administration and management, of the Columbarium. It is suggested that the Committee contain a minimum of 3 and a maximum of 5 members from the Parish.
- 5.2 The Pastor will appoint the members to the Committee for a two or three year term.
- 5.3 A chairperson and/or vice-chairperson may be appointed by the Pastor.
- 5.4 The Committee, in conjunction with the Diocesan Construction Office, shall monitor the construction of the Columbarium, as well as the sale of the Columbarium niches and memorial plaques.
- 5.5 Numbered niches, once assigned, will not be changed, so long as the Columbarium Agreement has not been terminated or canceled with respect to the niche.
- 5.6 The primary records of the Columbarium should be maintained using the Diocesan prescribed management software. The Parish Columbarium Committee may assist the pastoral staff in maintaining and updating the records of Columbarium.

- 5.7 The Parish Columbarium Committee shall meet as needed to review policies and fees and issue an annual report to the Pastor.
- 5.8 The Parish administrator will be responsible for payment processing and record keeping. These responsibilities will be subject to regular reviews by the Diocese of Fort Worth.
- 5.9 Policies regarding the hours of access and decorations will be established by the Parish Columbarium Committee and be approved by the Pastor.
- 5.10 For each cremated remains, the name of the funeral home/crematory shall be included in the Parish record keeping.

Section 6. Interment

- 6.1 Arrangements for the interment of cremated remains must be made through the Pastor or the Pastor's duly appointed representative(s). Arrangement should be made sufficiently in advance of interment of ashes to permit the verification of records.
- 6.2 Interment of cremated remains shall be made only in an urn *that* fits within the niches provided. Only cremated remains of one human may be placed in an urn. Only the cremated remains of humans are allowed to be placed in the Columbarium.
- 6.3 All financial consideration for a Columbarium niche must be paid prior to use.
- 6.4 In a niche, no more than two persons' cremated remains may be interred, each in a separate, acceptable urn. In no circumstances may ashes be comingled. A niche may intern only members of the same immediate family. Exceptions to the family rule require the approval of the Pastor.
- 6.5 Nothing of either a permanent or temporary nature shall be placed in the Columbarium or Columbarium area without written authorization.
- 6.6 The Most Blessed Sacrament Catholic Church makes and provides no warranty, expressed or implied, with regard to any urn, and the Purchaser may only look to the urn's manufacturer for a warranty for specific uses, if any.
- 6.7 The rites of interment will be in keeping with Roman Catholic forms of worship and prescribed by the Pastor to be granted or withheld in his sole discretion.
- 6.8 In the unlikely event that it becomes necessary to relocate the Most Blessed Sacrament Catholic Church Columbarium, the Purchaser grants authority and permission to Most

Blessed Sacrament Catholic Church and/or the Diocese of Fort Worth to relocate the cremated remains to the new location for the Columbarium and a new designated niche, or to a blessed site. Such relocation would be at the sole expense of Most Blessed Sacrament Catholic Church and/or the Diocese of Fort Worth.

- 6.9 A niche may be opened and the contents removed at the written request of the person that has the statutory right to control the disposition of the decedent's remains and the Purchaser (or the Purchaser's legal heir). Additionally, this person or persons should be given a document that explains what our faith teaches about the disposition of remains. The request must be signed by the Purchaser (if alive) and the person that has the statutory right to control the disposition of the decedent's remains and should contain a statement whereby they promise "to treat the remains with dignity and respect, and in accord with the teachings of the Catholic Church." In addition to the written request, the requesting parties shall be responsible for obtaining all appropriate legal permits for the removal and transportation of cremated remains, and shall release, hold harmless, and indemnify Most Blessed Sacrament Catholic Church for any and all matters related to the opening of the niche, the transfer of the urn and cremated remains, and the request and authorization to proceed with same.

Section 7. Fees

- 7.1 The fee for the Columbarium niche and other services will be established by the Parish and set forth in the Columbarium Agreement. A portion of the fee will be utilized for the maintenance and ongoing care of the Columbarium.
- 7.2 The Parish will publish a price list showing current fees. This list should include the prices of niches, urns (if separate), memorial plaques and other memorial items, and services. Services should include the engraving of the urn or plaque, opening of the niche for interment, and reopening for the permitted transfer of an urn. A copy of the latest price list will be sent to the Diocesan Cemetery Office.

Section 8. Miscellaneous

- 8.1 The Purchaser shall abide by and be subject to this Policy, and agrees to any subsequent amendment to the Policy.
- 8.2 Any amendments or changes to this Policy will be communicated to the Diocesan Cemetery Office for approval.

- 8.3 Any and all matters arising in connection with the operations and maintenance of the Columbarium not covered in this Policy shall be determined by the Pastor.
- 8.4 Any notice given hereunder shall be to the Purchaser's most recent address on file with the Most Blessed Sacrament Catholic Church. The Purchaser is responsible for keeping a current address on file. In addition to forwarding notice to the Purchaser's most recent address on file, notice to the Purchaser is sufficient if posted in the vestibule of the parish Church, in the parish bulletin, or on the parish website for a period of three weeks.
- 8.5 The size, design, and engraving on the plaque will be the same for all niches.
- 8.6 The Most Blessed Sacrament Catholic Church is not responsible for any death care costs, such as funeral home charges or cremation expenses.
- 8.7 Most Blessed Sacrament Catholic Church and the Bishop of the Roman Catholic Diocese of Fort Worth disclaim all responsibility for loss or damage to the Columbarium or its contents caused by the acts of God, the elements, weather, high winds, thieves, vandals, or other criminal or malicious acts, explosions, invasion, accidents, riots, and further disclaim all responsibility for conduct of Church employees or agents, who act in good faith and with ordinary care. Purchaser, and any and all persons claiming through the Purchaser, agree to release and hold harmless Most Blessed Sacrament Catholic Church, the Diocese of Fort Worth, their bishop, successor bishops, priests, employees, volunteers, and agents, from any and all of the above described events and conduct, and from any damages caused by, or alleged to have been caused by, such events or conduct.
- 8.8 The Purchaser agrees that it would be extremely difficult, if not impossible, to fix the damage or harm, if any, which may be proximately caused from a breach of this Agreement, or for any error, mistake, or misconduct in connection therewith. In the case of the failure of Most Blessed Sacrament Catholic Church to perform on the Agreement, or to furnish a niche as provided herein, or for any other breach of this Agreement, negligence, and/or resulting claimed loss, in such event the total liability hereunder shall be limited to and fixed at \$500.00 as liquidated damages. This liability shall be the exclusive, sole, and complete damages to the Purchaser and to or for any and all persons claiming through the Purchaser or through the deceased; or, the alternative remedy available to Purchaser and valid claimants (if any) is cancellation of the Columbarium Agreement and the return of the Purchaser's paid consideration,

together with the release by the Purchaser and valid claimants (if any) of any and all causes of action and claims with regard to the designated niche, breach of contract, and any and all other complained of acts, conduct, or events.

Section 9. Additional Requirements

- 9.1 The term “eligible person” shall mean (i) any current member who has been registered with Most Blessed Sacrament Catholic Church for at least a year, or (ii) any previous member who had been registered for at least a year, or (iii) the spouse of either a category (i) or (ii) member (including non-Catholic spouses). The term “eligible family” includes a member’s children, their children’s’ spouses, and the parents of either the member or member’s spouse (including non-Catholic family). The Church’s records shall be used in determining the member’s registration status.
- 9.2 The term “committee” or “Committee” shall mean the Parish Columbarium Committee described in Section 5.
- 9.3 To ensure that cremated remains are interred in an urn that fits within the niches provided, Most Blessed Sacrament Catholic Church will provide a standard urn. Urns will be constructed of durable, long-lasting materials. Urn dimensions must not exceed L=5.5” x W=5.5” x H=11.5”. Occasionally the Church may allow a family to provide a commercial urn at their own expense. The family must provide a detailed description of such urn to the Parish Columbarium Committee to ensure that the urn will fulfill all engraving and size requirements. The Parish Columbarium Committee will determine if the non-standard urn may be used. If the Parish Columbarium Committee allows for the use of a non-standard urn, the consideration paid by the Purchaser will not be reduced.
- 9.4 In the interest of maintaining a clean and uniform appearance throughout the Columbarium, Most Blessed Sacrament Catholic Church will provide the engraving for the urn and the niche face plate. Only the names and dates of birth and death of those interred will be engraved. No other inscriptions or epitaphs are permitted. The cost of engraving is included in the price of the niche. The Church shall be responsible only for such engraving as might be made by the engraver in deviation from the data as filled in on the signed inscription form.
- 9.5 Should a Purchaser no longer wish to retain a prospective right to use the niche, the Purchaser must notify the Parish within 49 years of the date of the Columbarium Agreement. Once cremated remains have been interred in the Columbarium, no refund of the consideration made in payment of the Right of Interment will be made. Once a

Niche has been provided with an inscription, no refund of the consideration made in payment of the Columbarium Agreement will be made. In the event of the removal of a decedent's remains pursuant to Section 6.9, the Church will not remit any monies received for the purchase of the niche.

- 9.6 For the purpose of determining how long a niche is "unused" in Section 3.6, the date of the Columbarium Agreement shall be used.
- 9.7 The Purchaser, or all legal heirs, may request changes to whose ashes may be interred in the niche until the interment thereof. Any changes are subject to the terms and conditions of the Columbarium Agreement. Requests for changes must be submitted to the Columbarium Coordinator in writing.
- 9.8 The rights granted under the Columbarium Agreement shall lapse upon the occurrence of interment elsewhere of all the deceased named on the Columbarium Agreement. Upon such lapse of rights granted in the Columbarium Agreement, Most Blessed Sacrament Catholic Church shall be entitled to resell such rights.
- 9.9 Most Blessed Sacrament Catholic Church will not be responsible for transporting the remains from the funeral home/crematory, or any related costs.
- 9.10 Indigent burials shall be provided as directed by the Pastor. The Pastor may also designate certain niches to be "set aside" for indigent burials.
- 9.11 The fees for niches, urns (if separate), other memorial items, and services are subject to change. Changes will require a majority vote of the Parish Columbarium Committee and Pastor approval. Reopening for the permitted transfer of an urn shall require payment of the opening and closing fee prescribed on the price list.
- 9.12 Amendments to this Policy may be made only upon Pastoral approval. Any proposed changes must be submitted to the Diocesan Central Office for review. The Pastor may make exceptions to the Policy on a case by case basis. Such exceptions are temporary and do not become part of the Policy.