



118 West Third South Street, Summerville, South Carolina

## **The Bethany Memorial Garden Rules, Policies and Procedures**

Congregations have traditionally set aside a portion of the church grounds as a final resting place for the faithful. In our day, many congregations are designing and constructing columbarium gardens, beautiful and dignified spaces, where the remains of the faithful may be kept and where the living may gather to remember their loved ones and friends and offer quiet worship to God. The Bethany congregation has constructed such a space to the east of Spell Chapel.

### Definitions

Columbarium: A structure containing niches or small spaces which allow for placement and keeping of cremated remains in urns or other small containers. Alternatively, a group of such structures in close proximity. For the sake of clarity, in this document the word shall refer to a single structure of niches. The word “columbarium” is derived from the Latin word for a dovecote.

Memorial Garden: The group of separate structures containing niches for cremains (columbaria) to the east of Spell Chapel enclosed by a gated fence and surrounded by trees and shrubs.

Niche: one of many small spaces in a columbarium in which the Cremains of the Designated Person will be placed and kept. The first two columbaria to be contained in the Bethany Memorial Garden each contain 112 niches. Niches in the first two columbaria are irregular in shape: 13 inches deep, tapering from 12 inches to less than 10 inches in width, and \_\_\_\_\_ inches in height.

Inurnment: The placing of cremains in an urn. For the sake of clarity, in this document, the placing of the cremains in the urn or other container is to be followed by the placement of the urn or container in an niche of the columbarium.

Right of Inurnment: The Right of Inurnment is the right to place an urn or other vessel or Container containing the Cremains of the person designated on the Right of Inurnment Certificate within one of the niches in the Columbaria located in the Memorial Garden as designated in the Right of Inurnment Agreement. The grounds, niches, columbaria and other

contents of the Memorial Garden are the property of Bethany, and the purchase of a Right of Inurnment does not convey any ownership interest in the Niche, Columbaria, Memorial Garden, or other improvement or real property to Purchaser or to the person named on the Certificate of Right of Inurnment.

Cremains: the residue of a person's ash and bone that follows cremation.

Bethany or Church: Bethany United Methodist Church of Summerville, Inc. and its committees, councils, Board of Trustees and its successors and assigns.

Container: Box-shaped container selected by Bethany's Board of Trustees in its sole discretion to hold the Cremains of the Designated Person.

Designated Person: A person designated on the Certificate of Right of Inurnment to be inurned in a niche in a Columbarium located in the Memorial Garden.

## Eligibility

The following persons may purchase a Right of Inurnment in a Niche located in Bethany's Memorial Garden ("Eligible Person(s)"): Members (as certified by the Pastor in Charge) of Bethany United Methodist Church ("Bethany Members"); immediate family members (parents, spouses, children, grandchildren and siblings) of Bethany Members; and current, former, and future ordained clergy who are members of the United Methodist Church. Biological and adopted persons shall be included as immediate family members. The Right of Inurnment purchased will not terminate if the Designated Person ceases to qualify as an Eligible Person. If an Eligible Person dies prior to purchasing a right to be inurned, the legal representative, heirs or family members may purchase the right of inurnment on behalf of the deceased. Pets are not eligible for inurnment.

A person who is not an Eligible Person as defined above may petition the Bethany Pastor in Charge if he or she desires to purchase a Right of Inurnment. The Pastor in Charge, at his or her discretion, may grant or deny such a petition.

## Transfers

The Right of Inurnment is personal and applies only to the person designated on the Certificate of Right of Inurnment. No sale or transfer of this right may occur by Will, intestate succession, sale, assignment, gift or otherwise. Any attempt at transfer or assignment is void *ab initio*. If a Designated Person, the Purchaser, or the legal representative or heirs or family of the Designated Person, no longer wish to use the Right of Inurnment, he or she may return the Certificate of Right of Inurnment to the Church. If the Church is able to resell the right, and upon a release satisfactory to the Church properly executed in favor of and delivered to the Church, the Church will refund to Purchaser or Purchaser's Estate the Inurnment Right Price paid by Purchaser less a \$200 administration fee.

Bethany may transfer or assign its rights in the Agreement or Certificate at any time and without notice.

## Lapse of Rights

The right of inurnment will lapse if (i) the holder of the right is inurned or interred elsewhere, (ii) five years after death, the person designated on the Certificate has not been inurned (unless the Church has granted in writing an extension of time upon request), (iii) the Church is unable to contact and obtain a response from the Designated Person or the Designated Person's heirs or legal representative for a period of five (5) years, or (iv) the Right of Inurnment is returned to the Church by the Purchaser or Designated Person or his/her heirs, family or legal representative. The Designated Person or his/her heirs, family or legal representative is responsible for maintaining with the Church at all times current and correct contact information by delivering current and correct contact information and any change thereto to the Church Secretary in writing.

## Pricing and Placement

### Inurnment Right Price.

The right to place a single urn within a niche ("Single Right of Inurnment") or a the right to place two small urns or containers within a niche ("Double Right of Inurnment") may be purchased for the amounts listed on the Right of Inurnment Price Schedule as may be modified and as approved by the Church Council. The price for the Single Right of Inurnment and the price for the Double Right of Inurnment may be referred to herein as the "Inurnment Right Price". If subsequent to purchase of a Single Right of Inurnment, the Purchaser or the person designated on the Right of Inurnment Certificate wishes to purchase a Double Right of Inurnment for the reserved niche, he or she may do so after payment of Fifty (50%) Percent of the then current Inurnment Right Price for a Single Right of Inurnment.

The Inurnment Right Price includes the initial opening and closing of the niche, the engraving of the memorial niche front by sandblasting, the provision of a Container (if requested in writing by the Purchaser or Designated Person or his/her heirs, family or legal representative). All other costs, including without limitation, cremation, funeral service, placement of Cremains in urn or Container, urns other than the box-shaped Container, and replacement and re-engraving of initial memorial plates, shall be the sole responsibility of the Purchaser, the Designated Person or his/her heirs, family members or legal representative.

No reservation of a niche, inurnment in the Memorial Garden, provision of a Container, or engraving of the niche front shall occur without payment in full of the Inurnment Right Price unless specifically authorized by the Board of Trustees in each specific instance.

### Selection of Niche.

At the time of purchase, the Purchaser may select any niche currently unreserved.

#### Engraving of Memorial Niche Plate.

The engraving of the memorial niche plates will be uniform in placement and font and content. The memorial niche plate may be engraved with the name and officially recognized title and years of birth and death of the person designated on the Right of Inurnment Certificate. The niche plate may also include the month and date of birth and death if space allows. The niche plate will be inscribed with the name and year (and month and date if space allows) of birth of the certificate holder as written on the Certificate of Right of Inurnment and the year (and month and date if space allows) of death shown on the death certificate of the Designated Person. The Church does not bear any responsibility for confirming the accuracy of any information provided for engraving.

#### Containers and Urns; Identity of Cremains.

A Container is included in the Inurnment Right Price. If a Right of Double-Inurnment is purchased, two (2) Containers for the Cremains are included in the Inurnment Right Price. The use of the Container(s) is optional. There is no reduction or refund of any portion of the Inurnment Right Price in the event that the Designated Person is not inurned in the Container. A Designated Person may be inurned in an urn of their choosing subject to the approval of the urn by the Board of Trustees, provided, however, that the cost of said urn shall be the sole responsibility of Purchaser, Designated Person, or his/her heirs, family or legal representatives.

Bethany shall not be responsible or liable for verifying that cremation has been properly performed or that the cremated remains sought to be inurned are those of the Designated Person.

#### Subsequent Opening and Closing of Niche.

Subsequent incidents of opening and closing are not included in the Inurnment Right Price. Subsequent openings and closings may only be done with the prior approval of the Board of Trustees following written request submitted to the Board of Trustees.

#### Religious Services.

The Pastor in Charge shall have complete authority for all religious services of committal and inurnment. The inurnment shall be in the manner directed by the Pastor in Charge.

### Maintenance and Management

Maintenance of the Bethany Memorial Garden will be the responsibility of the Bethany Board of Trustees.

No plantings or flowers or other items or decorations of any kind other than those planned by Bethany for inclusion shall be placed within the Memorial Garden or in the surrounding landscaped area, including without limitation the front of the niche.

The Church shall have the right to specify the times and manner when family members and visitors may visit or have access to the Memorial Garden and may place reasonable conditions on visitation and access. The Church may deny access, either generally or in a particular instance, to any person if the Church believes that access will be disruptive or inappropriate in some manner.

## Renovation, Removal and Relocation

The Church reserves the right to enlarge, remodel, alter or relocate the Memorial Garden, and/or Columbaria and to remove and relocate the Cremains of the Designated Person without any liability to Purchaser or Designated Person or their heirs, family or legal representative(s).

Except as may be removed by the Church, Cremains may be removed from niches only upon written request by the surviving next of kin, the personal representative or special administrator of the deceased's estate, or their agent and upon approval by the Board of Trustees. If the Board approves the request, the cost of the opening and closing of the niche and all other costs and expenses of removal and/or relocation are the sole responsibility of the person making the request, and Bethany shall bear no responsibility for said costs and expenses. If Cremains are removed there shall be no refund of any portion of the Inurnment Right Price.

Bethany retains the right at its discretion to remove or relocate all or part of the Memorial Garden and the Cremains contained therein to another location on the grounds of the Church.

In the event that the present Church structure is demolished or the ownership of the Church property is transferred, or the Memorial Garden is discontinued, (a) the Right of Inurnment shall terminate without any refund; (b) the Board of Trustees or its successors shall exercise all reasonable effort to locate and notify surviving heirs and afford them the opportunity to remove the Cremains; and (c) the Board of Trustees or its successors shall not otherwise dispose of the urns within three years after the Memorial Garden is discontinued for any reason.

## Memorial Plaques

A series of memorial plaques will be attached to the interior of the fencing of the Memorial Garden. Each plaque will contain 12 names. A Bethany Member may purchase for \$300 a line on one of the plaques to memorialize a friend or loved one. The purchase price includes the cost of inscribing the name on the plaque. The font, method of inscription, and location of the name will be at the discretion of the Board of Trustees.

## Waiver

No provision of these Rules, Policies and Procedures shall be waived by either party hereto, except by written instrument delivered to the other party and signed by both parties consenting to such waiver. A waiver or exception in one or more instances shall not be grounds for contending that a waiver or exception has occurred, or should occur, in another instance.

## Amendment

The Board of Trustees may at any time adopt new rules and regulations, or amend, alter or repeal any rule, policy, or portion thereof.

## Subject to Laws

In addition to these Rules, Policies and Procedures and the Right of Inurnment Agreement, all inurnments, removals and relocations and other matters arising in connection with these Rules, Policies and Procedures and the Right of Inurnment Agreement shall comply with all federal, state and local laws, rules and regulations to the extent they are applicable to the Church. Nothing herein or in the Right of Inurnment Agreement or on the Certificate of Right of Inurnment shall be construed as a waiver of any exemption the Church is provided pursuant to such laws, rules, and regulations.

## Severability

If any provision of these Rules, Policies and Procedures is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and, to that extent, the provisions of these Rules, Policies and Procedures are intended to be and shall be deemed severable.