

# POLICIES FOR THE MEMORIAL COLUMBARIUM

## OF THE FIRST UNITED METHODIST CHURCH, SHREVEPORT, LOUISIANA

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1. **Purpose.** The ministries of First United Methodist Church serve in many joys and concerns of life and of death. Historically, churches have provided a final resting place for the deceased—either in an associated cemetery or in a church building. In lieu of in-ground burial, now Church members increasingly select cremation; thus, the First United Methodist Church provides a Memorial Columbarium for dignified placement of earthly remains after cremation. Cremation and inurnment in a columbarium are theologically appropriate in the United Methodist tradition and in many other Christian traditions. The Memorial Columbarium deepens the sacredness of the First United Methodist Church Sanctuary, Couch Chapel, and Memorial Garden. The Memorial Columbarium provides continuing Christian reverence, respect, and honor to the deceased.
2. **Definitions.**
  - a. **Church:** As used herein, refers to the First United Methodist Church, Shreveport, Louisiana, which is consecrated through the Louisiana Annual Conference for worship, ministry, and service.
  - b. **Columbarium:** A structure constructed for permanent placement of the cremated remains (cremains) of deceased persons. The Memorial Columbarium is located in the existing Memorial Garden of the Church between the Sanctuary and Couch Chapel.
  - c. **Decedent:** The person whose cremains are placed in a sealed urn for inurnment in a niche.
  - d. **Niche:** One of several spaces in the Columbarium, each niche accommodating one or two urns in which cremains are placed; each niche is covered by a stone faceplate upon which an identifying inscription is engraved. The exclusive authorized purpose of a niche is the placement of not more than two urns containing cremated human remains. Pet ashes are prohibited in a niche.
  - e. **Urn:** Permanent container supplied or approved by the Church, for size and durability, in which cremains of the Decedent are placed and sealed.
  - f. **Inurnment:** The religious ceremony conducted by United Methodist clergy in which a sealed urn containing cremains is placed in a niche. Inurnment is comparable to an in-ground cemetery graveside committal service.
  - g. **Subscriber:** The person who obtains usage rights to a niche through full payment of the stated fee. The Subscriber's usage rights are evidenced by a Certificate of Inurnment Rights issued to the Subscriber by the Church.
  - h. **Certificate of Inurnment Rights:** The document issued by the Church granting rights to inurn cremains of one or two persons in one niche. Upon receiving full payment of the niche subscription fee, the Church shall accomplish with the Subscriber duplicate original Certificates. A copy of these Policies for use of the Columbarium will be attached to the signed Certificate received by the Subscriber. The duplicate signed Certificate, retained by the Church, is the source of name, date of birth, and date of death (if occurred) of the Decedent(s) for subsequent inscription on the niche faceplate.
3. **Governance.** The Columbarium is owned by and is an integral part of the Church and is governed by the Church Council. The Columbarium Committee, appointed by the Church Council, acts in behalf of the Church Council with respect to the Columbarium. The Columbarium is available only to persons associated with the Church and eligible (as defined in ¶4b herein) for inurnment. The Columbarium is not intended to compete with public commercial cemeteries.
  - a. **Duties:** The Church Business Office shall maintain niche subscription records and administer the Columbarium Fund. The Columbarium Committee shall present this ministry of the

Church to the congregation and to others eligible to subscribe; additional tasks include: administration, assistance to Church clergy, and inurnment follow-up.

- b. Liability:** Neither the Church nor its clergy, employees, or members shall be liable for any claim or damages arising in connection with the use and operation of the Columbarium or from any other cause except from gross negligence or intentional misconduct.
- c. Insurance:** The Church may obtain insurance for its own benefit upon the Columbarium and contents. The Church does not provide insurance for the benefit of any Subscriber.

#### 4. **Inurnment.**

- a. Subject to Laws:** In addition to these Policies and Certificate, inurnments and removals are subject to all applicable federal, state, and local laws and/or regulations. Louisiana law exempts columbarium facilities owned and operated by churches from certain state cemetery statutes. La. R. S. 8:78(C). However, the Columbarium is still subject to other laws, in particular La. R.S. 8:659 (Permission to remove remains), and La. R.S. 8:803 (Descent of title to cemetery space).
- b. Eligibility:** Inurnment in the Columbarium is available to any member or former member of the Church, United Methodist clergy, employee or former employee of the Church, and spouses, parents, and children of the foregoing persons.
- c. Obtaining the Right of Inurnment:** A Subscriber may obtain the right of inurnment for one or two eligible Decedent(s) in a Columbarium niche, from those niches that are available at the time, by paying the Subscription Fee, whereupon the Certificate of Inurnment Rights is executed by the Subscriber and the Church. This right of inurnment in a niche does not create ownership or title to the Columbarium physical space to the Subscriber or to the Decedent's heirs.
- d. Subscription Fee:** Subscription of a niche requires a one-time fee of \$2,500 paid when the Certificate of Inurnment Rights is executed by the Subscriber. The fee consists of \$1,000 for value obtained through niche usage and \$1,500 for non-refundable, tax-advantaged donation to the Church Columbarium Fund. Inurnment is not permitted without payment of the full subscription fee. This fee provides for inurnment, an urn for each of two Decedents, inscription of the niche faceplate, and perpetual care of the Columbarium by the Church. The fee does not provide for off-church-premises expenses, such as mortuary, cremation, and transportation.
- e. Capacity:** A niche can accommodate two urns of a maximum size specified by the Church. No additional cost is incurred upon placement of a second urn in a niche. If a Certificate of Inurnment Rights is originally issued in the name of only one Decedent, the Subscriber (or representative thereof) may request the Church at a later date to issue a supplemental Certificate identifying a second eligible Decedent.
- f. Permits:** The Church is never responsible for acquiring any permits for cremation and/or inurnment required by applicable federal, state, or local laws. Such permits must be obtained by the niche Subscriber, the Decedent's representative, or the attending mortuary.
- g. Committal Service:** A United Methodist religious committal service is required for inurnment. The Church clergy shall have complete authority for the committal service.
- h. Floral and Memorials Policy:** Flowers are permitted adjacent to the Columbarium during a committal service only. Otherwise, no flowers, plants, or memorials shall be placed at the Columbarium. The Church will provide appropriate landscaping for the entire Memorial Garden. No moveable or non-moveable memorials (such as plaques, monuments, or benches) shall be placed or constructed in the Memorial Garden.
- i. Inscription:** The Church hereby specifies the standard inscription of the niche faceplate—consisting only of name, date of birth, and date of death. Name format for both men

and women: three names spelled fully [plus generational suffix] within a specified 23 maximum of letters and spaces; **or** first name or middle/maiden name and last name spelled fully and initial of either first name or middle/maiden name [plus generational suffix]. Alternative—first line: two names spelled fully plus initial of either first name or middle/maiden name, and second line: last name [plus generational suffix]. No title, academic degree abbreviation, or other wording is permitted. The Certificate of Inurnment Rights is the source of name, date of birth, and date of death of the Decedent(s). The Church shall specify the inscription font and size.

- j. Identification of Cremains:** The Church and its employees shall not be responsible or liable for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record to be inurned in the specific niche. The attending mortuary is responsible for identification of the deceased and statement of the date of death. The attending mortuary shall deliver the sealed urn containing cremains to the Church for inurnment, in coordination with clergy and the Columbarium Committee.
- k. Removal:** No inurned remains may be removed from the Columbarium without specific written legal authorization (if necessary, order by a court of appropriate jurisdiction).

#### 5. Administration.

- a. Accounting:** The Church receives all Columbarium-related payments and disburses all expenditures in an account known as the “Columbarium Fund” which is separate from other Church funds or accounts. Appropriate annual audits and reviews shall be performed in accordance with the Church’s regular accounting procedures. Surplus generated after all construction-related payments and loans and ongoing operational expenditures have been satisfied will remain in the Columbarium Fund.
- b. Continuance:** If the Columbarium is destroyed or the Church should cease to be used by a congregation of the United Methodist Church, the Church at its sole legally consistent discretion shall cause cremains inurned in the Columbarium to be reinterred in another columbarium, cemetery, or place of burial. The Church shall notify a representative of Decedents and Subscribers of unused niches of such removal and relocation.
- c. Security of Cremains:** 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 Subscriber assumes the risk of the loss, destruction or desecration of cremains from any or all other causes.
- d. Prohibited Transfer of Rights:** All rights obtained by subscription of a niche shall be specific to that Subscriber only, as identified in the Certificate of Inurnment Rights for the named Decedent(s), and shall not be assignable or transferable by unilateral act of that Subscriber.
- e. Termination of Niche Usage:** Prior to inurnment, the Subscriber (or representative thereof) may notify the Church to terminate obtained usage of the niche. The Church will refund the Subscriber’s niche usage fee without interest—but not the donation—and will cancel the Certificate of Inurnment Rights. The Church may offer the relinquished niche for subscription.
- f. Subscriber Addresses:** The Subscriber (or representative thereof) of a niche is responsible to advise the Church in writing of a change in address and of changes or additions in other methods of contact.
- g. Amendment of Policies:** Policies may be amended at any time by the Church Council, in so far as such policies are consistent with applicable law.

**End of Document**