

**Messiah Lutheran Church**  
**1801 West Plano Parkway, Plano, Texas 75075**  
**Columbarium Agreement**

This Agreement between Messiah Lutheran Church, Plano, Texas, a Texas Corporation, and \_\_\_\_\_, an eligible member, outlines the Agreement between the parties, as pertains to the Rules, Policies, and Regulations for purchase of a niche in the Columbarium at Messiah Lutheran Church, Plano, Texas.

**I. Purpose**

The Columbarium of Messiah Lutheran Church has been created to provide a space for depositing (inurnment) of cremated remains (cremains) of deceased church members and other eligible persons.

**II. Governance**

**A. The Columbarium Committee.** The Columbarium is owned by and is part of the Church. The Committee administers, operates, and maintains the Columbarium under a delegation of authority from the Church Council.

**B. Committee Membership and Appointment.** The Committee shall consist of five (5) persons, four (4) of whom shall be members of the Church, and the fifth shall be the Senior Pastor.

1. The Congregational Committee Members shall be appointed by the Church's Senior Pastor. The Pastor's appointments of the Congregational Committee Members shall be subject to Church Council approval and confirmation. The Congregational Committee Members serve at the pleasure of the Church Council.

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

1. Subject to approval by the Church Council and consistent with these Rules, Policies, and Regulations, establish policies for the sale of niches and the inurnment of cremains, and adopt and utilize contracts, forms, and other documents necessary for or incidental to such sales and inurnments.
2. Receive proceeds from the sales of niches and make disbursements or expenditures as the Committee deems necessary for the proper administration, operation, and maintenance of the Columbarium, subject to accounting for such financial transactions to the Church Council once a year. The Committee and the Church Treasurer shall also establish and maintain in the Church's name such account or accounts with financial institutions as the Committee deems necessary in which to deposit receipts related to the Columbarium, including the proceeds from the sale of niches, and from which to make the disbursements or expenditures related to the Columbarium.
3. Generally administer, operate, and maintain the Columbarium consistent with these Rules, Policies, and Regulations and the physical plans submitted to and approved by the Church Council, and maintain all records and documentation relating to the Columbarium, the sale of niches and all inurnments in the Columbarium.

### **III. Eligibility for Inurnment**

Inurnment in the Columbarium shall be limited to the cremains of any member or past member of Messiah Lutheran 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, legally adopted children, or step-children of the member or past member; the spouses of children, legally adopted 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 Church Council.

### **IV. Fees**

The current one-time fee for the right of inurnment in the Columbarium is \$2,000 per niche. This fee includes up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. 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 if approved by the Church Council. Current holders of Inurnment Rights will neither be reimbursed nor assessed additional costs if the fee changes.

### **V. Purchase of Niches**

Each niche in the Columbarium shall have a capacity of two urns. To purchase a niche, an eligible person should obtain a Columbarium packet from the Church office. This packet contains a copy of the Columbarium Brochure, the Columbarium Rules, Policies, and Regulations and all applicable forms. The applicant should complete all appropriate forms and submit them, with payment in full, to the Committee. A member of the Committee will contact the applicant to insure that all information is correct and then submit the application to the Committee for final approval. When the application is approved, the applicant (now Owner) will be issued a Certificate of Right of Inurnment.

### **VI. 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 the 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 sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche.

### **VII. Manner of Owner's Delivering of Orders**

The Church and the Committee shall be held responsible only for written orders given in person or by certified mail from an eligible applicant, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the niche where inurnment is desired.

### **VIII. Inurnment Procedures**

- A. Services.** Only an ordained minister serving Messiah Lutheran Church, or an ordained minister invited by the Senior Pastor, 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.
- B. Urns.** The only urn that may be used for inurning cremains in the Columbarium shall be the urn provided by the Committee and included in the fee charged for the niche. The name of the deceased shall be permanently affixed to the urn.

**C. Inscription on Niches.**

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 shall include the cost of such inscription.
2. Conformity of Text: The maximum inscription shall consist of the following:  
(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 January, March), Date (XX), Year (XXXX))
3. 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 names and dates so furnished, will be made by 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.

**IX. Flowers, Ornaments, and Decorations**

- A. **Floral Regulations.** Flowers 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, 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.

**X. Owner's Obligation of Notification**

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

**XI. Perpetual Care Fund**

- A. Funds from the sale of the niches in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:
  1. Routine maintenance.
  2. Floral arrangements and seasonal plantings.
  3. Inscription and installation of engraved plaques on niches following inurnment.
  4. Insurance as required.
  5. Future additions, modifications, and/or repairs of the Columbarium.
  6. Other uses at the direction of the Columbarium Committee, subject to Church Council approval.

**XII. Transfer or Assignments**

- A. **Right of First Refusal.** The Committee retains the right of first refusal to purchase the unused inurnment rights from any owner of such rights at the original purchase price, prior to the transfer or assignment of said right to any other owner. Any new owner would have to meet the criteria of Article III of this document, Eligibility of Inurnment, and would be subject to approval by the Committee.
- B. **Removal.** Remains remain the property of the family or estate of the deceased. If remains from one or both persons listed on the Certificate have been inurned in their niche and the survivors wish to remove all the remains, 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 persons listed on the Certificate of Right of Inurnment for that niche.

**XIII. Title and Retained Rights**

The holder of a Certificate acquires no property rights in the Columbarium, any of its niches, or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremains of the person(s) 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.

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

- A.** Cremains may not be removed from the Columbarium 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. The rules stated in the section, Transfer or Assignment, shall apply.
- B.** In the event that the Columbarium requires repairs in order to maintain its integrity, the Owner agrees to permit the temporary removal of any cremains until those repairs are completed.

**XV. 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 holder(s) of the Inurnment Rights will assume the risk of loss, destruction, or desecration of the decedent's cremains from any and all other causes.

**XVI. Termination of the Columbarium**

The Right of Inurnment will continue as long as the present Church edifice stands and is owned by the Church. If the present edifice is to be sold or demolished, and a replacement Columbarium 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, and 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.

**XVII. Personal Conduct in the Columbarium Area**

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

**XVIII. Protection Against Loss**

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Committee 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.

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

The Church Council 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 Church Council, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

**XX. Agreement**

The laws applicable to this agreement shall be that of the State of Texas. The place where this agreement shall be deemed to have been made is Collin County, Texas. Any disputes shall be resolved in Collin County, Texas.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

The parties agree to the terms and conditions of this Agreement, and this Agreement shall be effective this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Member

Messiah Lutheran Church by:

\_\_\_\_\_

\_\_\_\_\_

# The Columbarium of Messiah Lutheran Church

1801 West Plano Parkway, Plano, Texas 75075

## APPLICATION TO PURCHASE A RIGHT OF INURNMENT

(Please **Print Clearly** – Separate Application Required for Each Niche)

Full Name of Applicant: \_\_\_\_\_ Application No.: \_\_\_\_\_  
(LEAVE BLANK)

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax. No.: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Eligibility for Purchase Due To: MLC Member \_\_\_: **OR** Former MLC Member \_\_\_ in years \_\_\_ -- \_\_\_;

**OR** Relative of MLC Member (name) \_\_\_\_\_ Relationship \_\_\_\_\_

### Full Name(s) of Eligible Person(s) Who Will be Inurned:

Person 1: Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

Person 2: Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Relationship to Applicant \_\_\_\_\_

### Terms of Purchase:

1. Full Payment of \$2,000 Submitted with Application by: Check (# \_\_\_\_\_)
2. The Applicant agrees that the Columbarium Rules, Policies, and Regulations governing operation of the Columbarium as now existing, or which may exist in the future, are a part of this application for all purposes, and acknowledges receipt of a copy of the existing Rules, Policies, and Regulations.
3. The Applicant understands and acknowledges that Messiah Lutheran Church and its authorized agents and representatives shall be liable only for acts of gross negligence and intentional wrongdoing, and in no event shall any such party be liable for any monetary awards in excess of the reservation fee paid by the applicant.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### COMPLETE ALL INFORMATION REQUESTED ABOVE – DO NOT WRITE IN THIS BOX

Niche Requested (Subject to Approval): Wall \_\_\_\_\_ Column No. \_\_\_\_\_ Row \_\_\_\_\_

Application Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Application Approved by Columbarium Committee: Date \_\_\_\_\_ Certificate No. \_\_\_\_\_

## INDIVIDUAL NICHE INSCRIPTION ORDER FORM

### To the Columbarium Committee of Messiah Lutheran Church:

Subject to the Rules, Policies, and Regulations of the Columbarium Committee, you are hereby requested and authorized to have placed upon the plaques covering Niche Number : Wall (A – E)\_\_\_\_\_, Column \_\_\_\_\_, Row (A - F)\_\_\_\_\_, in which the cremains of \_\_\_\_\_ and \_\_\_\_\_ have been or are registered to be inurned, the engraved inscriptions as follows:

#### **FIRST Plaque Inscription (please print carefully):**

Name: _____ (First, Last) <b>OR</b> (First, Middle, Last) <b>OR</b> (First, Middle-Initial, Last)
Date of Birth: _____ Date of Death: _____ (Month, xx, xxxx) (Month, xx, xxxx)
{If <i>deceased</i> , cremains: _____ are available; <b>OR</b> _____ are not available for inurnment} {Date of Inurnment: _____}

#### **SECOND Plaque Inscription (please print carefully):**

Name: _____ (First, Last) <b>OR</b> (First, Middle, Last) <b>OR</b> (First, Middle-Initial, Last)
Date of Birth: _____ Date of Death: _____ (Month, xx, xxxx) (Month, xx, xxxx)
{If <i>deceased</i> , cremains: _____ are available; <b>OR</b> _____ are not available for inurnment} {Date of Inurnment: _____}

Please indicate the order in which the plaques are located in the upper position on the niche face.

- First Plaque (if only one plaque, inscription will be centered)
- Second Plaque
- First to Die

I certify that the above inscription text is correct, and any changes shall be made at my expense.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Authority for request (check one): \_\_\_ Owner of Right; \_\_\_ Owner's Heir; \_\_\_ Executor; **OR**  
\_\_\_ Administrator

#### **COMPLETE ALL INFORMATION REQUESTED ABOVE – DO NOT WRITE IN THIS BOX**

Acknowledged for the Columbarium Committee:

Signed \_\_\_\_\_ Date: \_\_\_\_\_ Certificate No. \_\_\_\_\_