

**FIRST PRESBYTERIAN CHURCH
COLUMBARIUM AND MEMORIAL GARDEN
GUIDELINES**

The Columbarium is a place at First Presbyterian Church for the entombment or placing of cremated remains and the memorializing of others interred or entombed at different locations. The Columbarium shall be hallowed ground, sacred to the memory of those who have gone before us.

Section 1. Definitions

- 1.1 The term, "Columbarium," shall mean the Columbarium and Memorial Garden located at the First Presbyterian Church in Belmont, North Carolina.
- 1.2 The term, "Columbarium Agreement," shall mean agreement between First Presbyterian Church and any person who wants to use the Columbarium for entombment. This agreement is inclusive of Niche(s), Memorial Garden, and Memorial Plaque(s).
- 1.3 The term, "Licensee," shall mean the person who executes the Columbarium Agreement and any permitted assignee if the assignee has given written notice of the transfer to First Presbyterian Church.
- 1.4 The term, "Immediate Family," shall mean the spouse, parents, children, siblings, step-children, spouses of children and step-children, grandchildren and step grandchildren of any Licensee whether or not any such person is a member of First Presbyterian Church and other such individuals who may be approved by the Columbarium Committee upon written request.
- 1.5 The term, "Session," shall mean the Session of First Presbyterian Church of Belmont, North Carolina, and action by the Session may be taken by the Session or by a committee duly appointed by the Session and authorized to take such action.
- 1.6 The term, "First Presbyterian," shall be the First Presbyterian Church located in Belmont, North Carolina.
- 1.7 The term, "Niche," shall mean a designated space in the Columbarium. The dimensions of the niche cover shall be a nominal 12" x 12". The inside dimensions of the niche are as follows: 11 ¼" W x 10 ¾ H x 11¼" D.
- 1.8 The term, "Memorial Plaque," shall mean a designated area for recognition of individuals, as determined by this document. The Memorial Plaque is to be used to display "Individual Name Plates" in remembrances of, or placing of cremated remains or in memory of those buried elsewhere. "Individual Name Plates" shall be purchased through the Church.
- 1.9 The term, "Memorial Garden," refers to the raised river stone bed designated for the placing of ashes.

- 1.10 The term, "Committee," shall mean the Columbarium Committee comprised of Church members.
- 1.11 The term, "Individual Name Plate," shall be an engraved plate attached to the Memorial Plaque.
- 1.12 The term, "Name Plate," shall be an engraved plate on the front of the Niche.
- 1.13 The term, "Staff", shall mean employees of First Presbyterian Church and First Presbyterian Weekday School plus their spouses and children including step-children.

Section 2. Use of the Columbarium

- 2.1 Only members of First Presbyterian, their immediate families (as defined in article 1.4), Staff (as defined in article 1.12), ordained ministers who are serving or have served First Presbyterian and their Immediate Families are entitled to use the Columbarium upon the payment of all required fees. Former members or Staff of First Presbyterian Church and their Immediate Families may be approved by the Session upon recommendation from the Columbarium Committee after receiving written request to use the Columbarium upon the payment of all required fees.
- 2.2 Only sealed containers holding cremated human remains may be placed in the Niche. The cost of the containers is not included in the price. Based on the size of the interior of the niche in Article 1.7, the maximum size that would allow two containers to be stacked on top of each other is as follows: 6½" W x 4½" H x 8½" D. Any deviation from this requirement must be reviewed and approved by the committee prior to committal.
- 2.3 If a Licensee transfers his or her membership from First Presbyterian, the Licensee shall continue to have the right to use the Columbarium for entombment until he or she shall, by written notice, terminate the Columbarium Agreement.
- 2.4 The Columbarium Agreement shall be evidence of the Licensee's right to the use of a Niche (or Niches) in the Columbarium for entombment.
- 2.5 The opening of any Niche is prohibited by anyone other than authorized church personnel except as provided by court order.

Section 3. Columbarium Agreement

- 3.1 The Columbarium Agreement sets forth the Agreement between First Presbyterian and any Licensee with respect to any use of Columbarium facilities.

- 3.2 Any person who desires to use a Niche(s) in the Columbarium for entombment shall pay the reserved price in full and sign the Columbarium Agreement. When the Session accepts the Columbarium Agreement, a Niche(s) shall be assigned to the Licensee. The Columbarium Agreement shall be signed by a duly authorized agent of the Session and a copy shall be delivered to the Licensee.
- 3.3 A Licensee may transfer the rights evidenced by the Columbarium Agreement to members of his or her immediate family but to no other person. A Licensee may also sell the rights evidenced by the Columbarium Agreement to another member of the church or his or her immediate family but to no other person. In the event of any unauthorized transfer, the rights evidenced by the Columbarium Agreement shall become null and void and the Niches(s) shall revert to First Presbyterian. The reserved price shall be forfeited as liquidated damages.
- 3.4 A Licensee may at any time notify First Presbyterian that he or she no longer wants to be entombed in the Columbarium and that he or she wants to terminate the Columbarium Agreement. If such termination is approved by the Session, upon written request, the reserved price paid hereunder shall be refunded to such Licensee.
- 3.5 Reserving a Niche conveys the right to use the space inside the Niche, but no ownership in the Columbarium or any interest in the real estate of First Presbyterian is conveyed.
- 3.6 The Church will arrange for the engraving of niche covers and the lettering of individual name plates to be in a uniform style. The cost of engraving and associated expenses is not included in the fee and is to be paid to the church. Each Niche shall be covered with a stone plate, uniform in size and material, which shall be engraved with the name and dates of the birth and death of the deceased. No titles or nicknames will be used. Niches receiving the remains of two people will be inscribed with such information for both persons. No other inscriptions will be permitted.
- 3.7 The Licensee, the Licensee's immediate family, and legal representative of Licensee understand and agree that First Presbyterian is not responsible for any damage caused to the Columbarium or its contents by vandalism, weather, or acts of God which are not reasonably preventable. First Presbyterian shall be responsible, at its expense, for the general maintenance, including landscaping, of the Columbarium.

Section 4. Funds

- 4.1 All funds received from any use of the Columbarium shall be deposited on a separate ledger established for that purpose. All maintenance and repair shall be made only upon approval of the Session.

Section 5. Administration

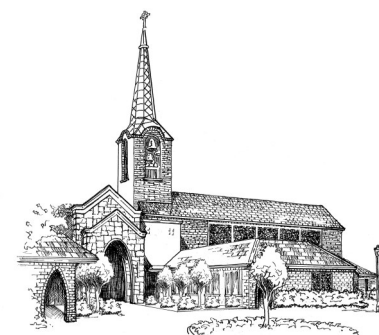
- 5.1 The Columbarium shall be administered by a committee chosen by the Session for the purpose of administering, managing and being generally in charge of the operation of the Columbarium. The Columbarium Committee shall be composed of five church members appointed for staggered five year terms.
- 5.2 The committee, along with the church Office Administrator, shall make and submit such reports as the Session may direct.
- 5.3 Numbered Niche(s) and Name Plates shall be assigned to a Licensee on a first come – first serve basis and, once assigned, as evidenced by the Columbarium Agreement, will not be changed so long as the Columbarium Agreement has not been terminated.
- 5.4 The Committee shall maintain a master plan of all Niches to be identified by a number, with the name of Licensee, date reserved, date of entombment, name(s) of deceased, birth date, and date of death. An index of reserved Niches shall be maintained in the church office.
- 5.5 Should the church property be sold, the church relocated or dissolved, the Columbarium shall be relocated as directed by the Session and in accordance with North Carolina law.

Section 6. Miscellaneous

- 6.1 The Licensee, the Licensee's immediate family, and legal representative of Licensee shall be subject to these Guidelines and any amendments or revisions thereto.
- 6.2 These Guidelines may be revised from time to time by First Presbyterian, in its discretion, by and through action taken by the appropriate governing body of First Presbyterian.
- 6.3 It is the intention of First Presbyterian that the Columbarium be landscaped and maintained in a uniform and consistent manner for the use and benefit of First Presbyterian and the family and friends of those persons entombed or memorialized there. It is therefore the policy of First Presbyterian that no flowers, wreaths or other tokens of remembrance should be placed or left in the Columbarium.
- 6.4 Any matter arising in connection with the use, operation and maintenance of the Columbarium not covered in these Guidelines or in the Columbarium Agreement shall be determined by First Presbyterian in its discretion acting through the appropriate administrative body of First Presbyterian with reasonable notice given to Licensees, their immediate families or other interested parties.

- 6.5 Any notices given hereunder or under the Columbarium Agreement shall be to the most recent address supplied to First Presbyterian by the Licensee or Licensee's immediate family. Any notices to be given to First Presbyterian shall be sent to the church office and marked to the attention of the Office Administrator.
- 6.6 The Columbarium will be managed by the Columbarium Committee and First Presbyterian to the best of their ability and neither the Committee nor First Presbyterian will be responsible for any damage or injury to the Columbarium or its contents except in the case of gross negligence or willful misconduct.
- 6.7 In the case of hardship or other special circumstances as determined and approved by the Pastor, Clerk of Session and Chair of the Columbarium Committee, the committee shall be authorized to provide the use of The Memorial Garden and a Memorial Plaque at no charge.
- 6.7 Exceptions to these Guidelines may be made upon the recommendation of the Columbarium Committee to the appropriate administrative body of First Presbyterian.

(Revised October 2020)



The Church Staff

The Rev. Samuel P. Warner, *Pastor*
The Rev. Daria L. Ragan, *Associate Pastor*
Mary McFarland, *Interim Director of Music*
Robin Russell, *Director Christian Education*
Lee Wooden, *Youth Ministry Director*
Allie Kleinheinz, *Christian Education Assistant*
Pat Graham Crowe, *Organist*
Tina Walker, *Weekday School Director*
Kathy Goodman, *Weekday School Assistant Director*
Sherri Smith, *Office Administrator*
Cathy Pennington, *Financial Administrator*
Ken Dole, *Building Superintendent*
Paul Funkhouser, *Assistant Building Superintendent*
Bill Orr, *Audio-Visual Assistant*
Latissue Brown, *Weekday School Cook*
Jackie Schronce, *Weekday School Cook*
Jennifer Davis, *Family Night Supper Coordinator*
Mary McFarland, *Carillonneur*

Columbarium Guidelines

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