

RULES AND REGULATIONS  
OF  
ST. GEORGE'S EPISCOPAL CHURCH  
GERMANTOWN, TENNESSEE  
COLUMBARIUM

AUGUST, 1995

(Revised September 2010)

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RULES AND REGULATIONS  
OF  
ST. GEORGE'S EPISCOPAL CHURCH COLUMBARIUM  
AUGUST, 1995, REVISED JULY 2008

I. PRINCIPLES

(A) For the mutual protection of St. George's Episcopal Church, Germantown, Tennessee (the Church) and every grantee of interment rights, these rules and regulations are hereby adopted as the rules and regulations of St. George's Episcopal Church Columbarium (Columbarium). All owners of interment or scattering rights granted, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations as shall be adopted by the Church, from time to time; and reference to these Rules and Regulations in the Columbarium Agreement shall have the same force and effect as if set forth in full therein.

(B) The Church may make, adopt, and enforce rules and regulations for the use, care, control, management, restriction, and protection of the Columbarium and all parts thereof; for restricting and limiting the use of property of the Church, for regulating the uniformity, class and kind of all cinerary urns and markers of spaces of said Columbarium and prohibiting the creation of monuments, markers or other structures upon the premises of the Columbarium site and for the removal thereof; for regulating the care of plants or shrubs or preventing the introduction of plants or shrubs within such grounds, for preventing interment of any part thereof in which the body remains are not entitled to interment; for preventing the use of interment spaces for purposes violative of its restrictions, for regulating the conduct of persons and preventing improper assemblage therein; and for all other purposes deemed necessary by the Vestry of the Church for the proper conduct of the Columbarium and the protection and safeguarding of the premises, and the principles, plans and ideals on which the Columbarium is organized; and, from time to time, may amend, add to, revise, change, and/or modify such rules

and regulations. The rules and regulations shall be plainly printed or typewritten and maintained subject to inspection in the office of the Church.

## II. DEFINITIONS

(A) "NICHE" means a space in the Columbarium used or intended to be used, for interment of cremated human remains.

(B) "INTERMENT" means the placing of human remains, following cremation and disposition thereof in a permanently sealed and approved urn in a Niche of the Columbarium.

(C) "DISINTERMENT" means opening a Niche and removal of remains from a sealed urn.

(D) "ELIGIBLE PERSON" means any current or former member of the Church in good standing (known to the Treasurer), any spouse thereof, or any direct line descendant or ancestor of a current or former member of the Church in good standing as well as a sibling of a current or former member of the Church in good standing, and any current or former Rector of the Church, any spouse thereof and any lineal descendant or ancestor thereof.

(E) "REMOVAL" means removal of a disinterred urn, containing remains, from Church premises.

(F) "SCATTERING" means scattering of human remains following cremation in the scattering garden of the Columbarium.

(G) "SUITABLE CONTAINER" means a container which encloses the remains for proper sanitary handling and permanent sealing.

(H) "MEMORIAL" means a niche name plate or a memorial garden plaque.

(I) "CREMATED" or "CREMATION" means the act of reducing a corpse to ashes by means of fire by a professional crematorium.

### III. SCATTERINGS, INTERMENTS AND DISINTERMENTS GENERALLY

(A) SUBJECT TO LAWS: Besides being subject to these Rules and Regulations, all scatterings, interments and disinterments and removals shall be made, in compliance with and subject to the ordinances of the City of Germantown and the laws of Shelby County and the State of Tennessee.

(B) TIME AND CHARGES: All scatterings, interments, disinterments and removals must be made at the time and in the manner fixed by the Church. No scattering, interment, disinterment, removal or interment service shall be permitted on Sunday or any of the following holidays: New Year's Day, Easter Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day except by specific direction of the Rector of the Church.

(C) NOTICE: The right is reserved by the Church to insist upon at least twenty-four hours notice prior to any scattering or interment, and to at least one week's notice prior to any disinterment or removal.

(D) ORDERS GIVEN BY TELEPHONE: The Church shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space and location of any Niche where interment is desired.

(E) ERRORS MAY BE CORRECTED: The Church reserves, and shall have the right to correct without liability any errors that may be made by it either in making interments, disinterments or removals, or in the description or transfer of any interment situs either by canceling and substituting in lieu thereof other interment Niche of equal value and similar

location as far as possible, or as may be selected by the Church or in the sole discretion of the Church, by refunding an amount of money pursuant to the Interment Agreement with the Church. In the event such error shall involve the interment of the remains of any person in such property, the Church reserves, and shall have, the right to remove and transfer such remains so interred to such other Niche with similar location as may be substituted in lieu thereof. The Church shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date on a container for cremated remains.

(F) DELAYS IN SCATTERINGS OR INTERMENTS CAUSED BY PROTESTS: The Church shall be in no way liable for any delay in the scattering or interment of cremated remains where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, the Church reserves the right under such circumstances, to place the urn containing such cremated remains in a place of choice of the Church until the full rights have been determined. The Church shall be under no duty to recognize any protests of scatterings or interments unless they be in writing and filed in the office of the Rector or other authorized personnel of the Church Office.

(G) NOT RESPONSIBLE FOR IDENTITY: The Church shall not be liable for the interment permit nor the identity of the person sought to be interred.

(H) NO SCATTERING OR INTERMENT PERMITTED UNLESS PAID FOR: No scattering or interment shall be permitted or memorial plate placed in the Columbarium garden or on any niche on which payments are past due except by special consent of the Church, in writing in each and every case and, in the event such consent is given, any and all interments or memorial plate placed in or on the Columbarium shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the purchaser of the right to scattering, interment or interments until such right is fully paid for in cash, including

principal and interest; and, in case the purchaser of said right shall fail to meet all payments within thirty days after the same or demanded by the Church, the Church shall hold the same as of its former status and shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such rights as provided by the Agreement of which these Rules and Regulations are made a part.

#### IV. DISINTERMENTS AND REMOVALS

(A) REMOVAL FOR PROFIT PROHIBITED: Removal, by the heirs, of cremated remains so that the interment rights may be sold for profit to themselves, or used by themselves, or removal by the heirs contrary to the expressed or implied wish of the original owner, is absolutely forbidden.

(B) MAY OBTAIN A DIFFERENT PLOT: Cremated remains may be removed or reassigned by the Church from an original Niche to a different Niche in the Columbarium when there has been an exchange for that purpose and the consent of the surviving spouse, or if no surviving spouse, the next of kin has been obtained in writing. If the consent of the surviving spouse, or if no surviving spouse, the next of kin cannot be obtained, then a court order may be required at the discretion of the Vestry of the Church prior to such relocation.

(C) CARE AND REMOVAL: The Church shall exercise the utmost care in making a removal, or relocation, but it shall assume no liability for damage to any urn in making a removal or relocation; nor shall it be liable for any damages of any nature whatsoever by reason of either.

(D) PAYMENT: The Church shall be paid an administration and service fee of \$250.00 for the opening of any niche for disinterment or removal, full or partial. Arrangements



for the payment of any and all sums due the Church shall require to be made before disinterment or removal will be made from any Niche.

V. SCATTERINGS

Scattering of ashes in the Columbarium garden may be done upon the approval of the Rector and upon payment of a \$700.00 fee to the Church. Such \$700.00 fee shall include a memorial plaque bearing the name of the person whose remains have been scattered and the dates of birth and death and otherwise consistent with these rules concerning memorial plaques. Once scattered, no removal of scattered ashes from the Columbarium garden shall be permitted.

VI. RIGHTS OF OWNERS OF INTERMENT RIGHTS

(A) INTERMENT RIGHTS OF OWNERS:

(1) All rights granted to individuals are presumed to be the sole and separate rights of the party owner named in the Agreement by which such rights are granted, and such rights will be sold by the Church only to Eligible Persons. The spouse of an owner of any rights involving a Niche capacity of more than one interment space has a right of interment of his or her remains in the Niche, and any person thereafter becoming the spouse of the owner has a right of interment of his or her remains in the Niche if a sufficient number of interment spaces are unoccupied at the time the person becomes the spouse of the owner. The owner or spouse shall also be granted a right to interment of the remains of any Eligible Person(s) in the Niche if a sufficient number of interment spaces remain unoccupied.

(2) No action of the owner without the written consent and agreement of the spouse of the owner shall divest the spouse of a right of interment, except that a final decree of divorce between owner and spouse shall terminate the right of interment of the divorced spouse of the owner unless otherwise provided in the divorce decree.

(3) In an Agreement between The Church and two or more persons as Second Parties, each Second Party shall have a right of interment in the Niche or Niches reserved for themselves or Eligible Persons. Upon the death of a Second Party with such interest, the right held jointly shall pass immediately to the survivor, subject to the right of interment of the cremated remains of the deceased second Party.

(B) NO DESCENT OF RIGHT OF INTERMENT: If an interment spaces remain in an interment Niche for which the right of interment has been contracted by an owner, and the owner has not disposed of the right to such remaining spaces by declaration filed with the Church to an Eligible Person, and such right to interment space is not reserved for such owner's surviving spouse, then said right shall revert to the Church within ninety (90) days of the death of such owner or their designee, if such space has not been used for their interment. In such event, the Church shall make to the next heir-at-law of the owner or the spouse of any heir-at-law, a repayment, without interest, of the non-charitable contribution payment by the owner.

(C) TRANSFERS OR ASSIGNMENTS

(1) CONSENT OF CHURCH: No transfer or assignment of interment rights, or interest therein, shall be valid without the consent in writing of The Church, first had and endorsed upon such transfer or assignment, and thereafter recorded on the records of the Church. The only such transfer that will be approved are to an Eligible Person. Upon any approved transfer, the new owner will owe the Church the current charitable contribution charged by the Church for the purchase of a Columbarium Niche.

(2) INDEBTEDNESS: The Church may refuse a transfer or an assignment as long as there is an indebtedness due the Church from the owner of the right of record.

(3) WORK TO BE DONE BY CHURCH; All landscape work and improvements of any kind, and all care of Niches shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut, or removed, and all openings and closing of Niches, and all interments, disinterments and removals shall be made only by the Church or under its direction.

(4) All improvements or alterations of individual Niches in the Columbarium shall be by the Church under the direction of and subject to the consent, satisfaction and approval of the Vestry of the Church.

(D) DECORATION OF COLUMBARIUM

(1) FLORAL REGULATIONS: No flower receptacles may be placed upon any Niche or Niche site. The Church shall have the authority to remove all floral designs, flowers, shrubs, plants or herbage of any kind, from the Columbarium. The Church shall control and perform all decorating of the Columbarium. The Church shall control and perform all decorating of the Columbarium so that a uniform beauty may be maintained. The Church reserves the right to prevent the removal of any flowers, trees, shrubs or plants, or herbage of any kind which are placed within the area of the Columbarium by the Church unless the Rector gives his consent.

(2) SPECIAL OCCASIONS: On special occasions such as Easter, Mother's Day, Father's Day, Memorial Day, Veteran's Day, and Christmas, potted plants and seasonal arrangements may be placed in the court yard situs of the Columbarium if approved by the Church. Christmas arrangements will be removed twelve days after Christmas.

(3) ARTIFICIAL FLOWERS: Artificial flowers will not be permitted.

(E) URNS SUBJECT TO APPROVAL: All urns, inscriptions and arrangements of Niches shall be, and hereby are declared to be subject to the control of, and acceptance or rejection by the Church.

(F) ORNAMENTS PROHIBITED IN COLUMBARIUM: All photographs, wreaths, souvenirs, flags, or any other like ornaments are prohibited.

VII. ENFORCEMENT OF RULES:

(A) The Rector of St. George's Episcopal Church is hereby empowered to enforce all rules and regulations.

(B) The Rector shall have charge of the Columbarium, and at all times shall have supervision and control of all persons in the Columbarium, including the conduct of funerals, employees, owners of interment rights and visitors.

VIII. PROTECTION AGAINST LOSS OR DAMAGE

(A) USE OF GUARDS AND NON-RESPONSIBILITY: St. George's Episcopal Church has the right to maintain guards if in its discretion it deems it necessary but shall be under no legal obligation to do so. Whether or not guards are used, the Church distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrection, riots, or order of any military or civil authority, whether the damage be direct or indirect.

(B) CHURCH MAY CHARGE FOR UNUSUAL REPAIRS NECESSITATED BY ACT OF GOD, ETC: In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze, concrete work or other material of any Niche, or any portion or portions thereof

in the Columbarium, for reasons other than ordinary deterioration due to time and use because of sudden damage by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the Church shall give notice to the owners of rights to all Niches requiring each such owner to bear the costs of repair, pro-rata, based upon the percentage of Niche space of each such owner to the whole. The notice shall be given to each owner of interment rights by depositing the same In the United States Postal Service addressed to the Rights Owner of record at his or her address stated on the books of the Church. In the event the Owner of Interment Rights fails to defray the cost of repair of the damage within a reasonable time, the Church may direct that the repairs be made and proceed to enforce its rights as to the Owner pursuant to Article 8 of the Church's Agreement with such Owner.

IX. CHANGE IN ADDRESS OF OWNERS OF RIGHTS OF INTERMENT-OWNERS MUST NOTIFY CHURCH.

It shall be the duty of the Owner of interment rights to notify the Church of any change in his or her post office address. Notice sent to an Owner at the last address on file in the office of St. George's Episcopal Church in conformity with the Agreement between the parties shall be considered sufficient and proper legal notification.

X. CARE OF COLUMBARIUM

(A) Whenever and wherever the term "care" is used in reference to the Columbarium, it shall be held to mean the cleaning and sweeping of the Columbarium at reasonable intervals, the keeping of the court yard location in repair, care of Church plantings, proper provisions of locks and doors to prevent the entrance of prowlers or undesirable persons - meaning and intending only the repair necessitated by ordinary wear.

(B) CARE EXCEPTIONS: The term "care" shall in no case be construed to mean the maintenance, repair or replacement of any memorials placed upon the face of Niches, nor the planting of flowers or ornamental plants other than as required by the Vestry of the Church; nor the maintenance or doing of any special or unusual work in the Columbarium; nor does it mean the reconstruction of any marble, granite, bronze, concrete or plastic work on any section or portions of in the Columbarium, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or indirect, other than as herein provided.

XI. MEMORIAL PLATES - GENERAL

(A) STANDARD SPECIFICATIONS: Only memorial plates of Church design shall be allowed. All memorial face plates must be set and secured flush and level upon the face of each Niche. Memorial plates for scatterings may be individual or collective at the Church's option. The following standard specifications are directed to the notice of manufacturers of memorial face plates intended for placement in St. George's Columbarium Garden. All face plates are subject to the approval of the Church prior to placement; and acceptance or rejection shall be based upon the specifications contained herein.

(1) SIZES AND DIMENSIONS:

All memorial plates will be of the size as prescribed by the Church.

(2) DESIGNS

(A) Standard Designs shall be on display in the Church offices, and may be obtained by order placed by the Church on behalf of the Owner of interment rights.

(B) Other than standard designs - are subject to approval of the Columbarium Committee before placement.

(C) CRAFTSMANSHIP: Memorial face plates shall be made of cast bronze, free from scale, sand holes, pits, pin holes, and other imperfections which mar the appearance or impair the usefulness and suitability of the finished memorial face plates.