

CENTRAL LUTHERAN CHURCH COLUMBARIUM

II. RULES AND PROCEDURES

I. PURPOSE AND ADMINISTRATION

A. *What is the program's name?*

The name of this facility is The Central Lutheran Church Columbarium. The Columbarium consists of the designated space in the Lower Narthex of the church and the space designated for a Memorial Wall. The Columbarium is owned by the Church and is operated and maintained subject to these *Central Lutheran Church Columbarium Rules and Procedures* (these "Rules").

B. *What is its purpose?*

The Columbarium provides opportunities for Church members to inter or remember their loved ones in the Christian tradition, within their church home. The Columbarium is a reminder of generations that have preceded, and a sacred place for contemplation on faith and the meaning of eternal life.

C. *Who administers the Columbarium?*

Custody and control of the Columbarium and the Interment Sites, its design, and all matters relating to its operation, are vested in the Congregation Council of Central Lutheran Church. The Congregation Council has delegated to the Columbarium Association the authority to adopt these Rules and to manage and operate the Columbarium. Authority to enter into Interment Agreements and Inscription Agreements and the daily administration of the Columbarium are vested in the Church's Representative, subject to oversight by the Columbarium Association.

D. *Who maintains records and operates the Columbarium?*

The Church through its authorized representatives: executes Interment Agreements and Inscription Agreements; oversees the receipt and use of funds related to the Columbarium; maintains all files and records for the Columbarium, including the identity and the location of Ashes Interred in the Columbarium and the identity of Ashes removed from the Columbarium; maintains the Columbarium, including the architecture and maintenance; and supervises all service providers.

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II. DEFINITION OF TERMS

A. *"Ashes"*

The cremated remains of a human body.

B. *"Columbarium Association"*

As defined in Section I.C.

C. *"Church"*

Central Lutheran Church, 333 South Twelfth Street, Minneapolis, MN 55404, including the Columbarium Association, the Central Lutheran Congregation Council, the pastors and the congregation of Central Lutheran Church.

D. *"Church Representative"*

The Parish/Business Administrator of the Church or any other person whom the Central Congregation Council designates to act on behalf of the Church with respect to matters involving the Columbarium.

E. *"Columbarium"*

The constructed facility comprised of individual Niches, in which Urns are placed, and Memorial Wall.

F. *"Cremated Remains and Cremains"*

Cremated Remains are the Ashes remaining after cremation. Sometimes, the formed word "cremains" (cremation and remains) is also used to refer to the Ashes remaining after cremation.

G. *"Designated Person"*

An Eligible Person whom the Grantee lists in an Interment Agreement as a person who may be Interred in an Interment Site.

H. *"Eligible" or "Eligible Person"*

The following persons are eligible to be Grantees, for Interment, or for an Inscription: (1) current or former members, pastors and staff of the Church; (2) their current or prior spouses or partners; (3) their children and step-children (natural and adopted); (4) their parents; and (5) rostered leaders of the Evangelical Lutheran Church in America or its successor bodies and their current or prior spouses or partners.

I. *"Grantee"*

A person who has entered into an Interment Agreement or Inscription Agreement with the Church.

J. *"Inscription"*

The name of one person engraved on the Memorial Wall.

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K. *"Inscription Agreement"*

The agreement between the Grantee and the Church by which the Grantee acquires the limited right to have an Inscription engraved on the Memorial Wall.

L. *"Inter" or "Interment"*

The placing of Ashes in an Urn into a Columbarium Niche in the Columbarium.

M. *"Interment Agreement"*

The agreement between the Grantee and the Church by which the Grantee acquires the sole and limited license to use an Interment Site in the Columbarium for the Interment of Ashes.

N. *"Interment Site"*

A specific location, designated in an Interment Agreement, for Interment of Ashes in the Columbarium.

O. *"Memorial Wall"*

A wall in the Columbarium designed for the purpose of engraving Inscriptions.

P. *"Memorialized Person"*

An Eligible Person whom the Grantee lists in an Inscription Agreement as a person who will receive an Inscription on the Memorial Wall.

Q. *"Niche"*

A unit of the Columbarium designed to hold the Ashes of one or two persons.

R. *"Notice"*

Notice means the insertion of an announcement into the Central Lutheran Church "Spirit" and the mailing of letters by certified United States Mail, return receipt requested, to living Grantees and to heirs or personal representatives of persons Interred in the Columbarium at the addresses in the Interment Agreements or the updated addresses provided to the Church as required in the Interment Agreement.

S. *"Price List"*

The Price List is a written statement of the purchase prices to enter into an Interment or Inscription Agreement.

T. *"Rules"*

As defined in Sections III, IV, V, and VI.

U. *"Scattering"*

The act of placing Ashes onto and subsequently into the surface soils of a garden.

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V. *“Urn”*

An Urn is the bronze or metal receptacle into which Ashes are placed. The Urn is then placed in a Niche. The Church requires use of its standard Urn, which is 5 inches high, 5 inches wide, and 7 inches long.

III. GENERAL RULES AND PROCEDURES

A. *Rules and Procedures*

The Columbarium Association has adopted these Rules as a statement of intent and policy. The Rules are designed to protect the current interests of both Grantees and the Church and to preserve the decorum and appearance of the Columbarium over time.

B. *Applicability*

These Rules constitute the terms and conditions governing the long-term design, operation, and maintenance of the Columbarium and will be incorporated by reference into all Interment and Inscription Agreements. In entering into an Interment or Inscription Agreement, a Grantee must agree to abide by these Rules, as amended from time to time and must agree that they are legally enforceable. A copy of the current Rules will remain in the Church office and may be viewed at any time during regular Church office hours.

C. *Amendment*

These Rules may be amended, in whole or in part, at any time by the Association of the Columbarium or the Central Lutheran Congregation Council, as either, in its sole discretion, deems appropriate. The Church will give notice of major changes to these Rules, which are defined as changes that substantially alter the function or use of the Columbarium.

D. *Exemptions*

Exemptions to these Rules may be made by the Church in its sole discretion. A specific exemption must be approved by the Association of the Columbarium or by any two regularly called pastors. If regularly called pastors approve an exemption, the Central Lutheran Congregation Council must be notified of their action.

E. *Agreement Before Right of Use*

Before an Eligible Person may use an Interment Site in the Columbarium, an Interment Agreement must be executed. Before an Inscription may be engraved on the Memorial Wall, an Inscription Agreement must be executed.

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F. *Right of Refusal*

The Church reserves the right to refuse to enter into an Interment or Inscription Agreement with any person or persons, in its sole discretion.

G. *Prices*

The Association of the Columbarium will set the purchase prices for Interment and Inscription Agreements and maintain the Price List. Purchase prices may be changed from time to time in the sole discretion of the Association.

H. *Access to Church Grounds*

The Church reserves the right to limit access or to restrict entry and egress to the Columbarium, as it may deem necessary. This includes setting the hours when the Columbarium will be open or available for visiting or services. The current hours of access can be determined by calling the Church during normal operating hours.

I. *Alterations and Improvements*

The Church reserves the right to alter the Columbarium design, to change the size or boundaries of the Columbarium, and to make improvements as it sees fit.

J. *Termination or Relocation of Columbarium*

1. The Church cannot guarantee that it will be able to continue operation of the Columbarium forever. Therefore, the Church reserves the right to relocate, remove, or dismantle the Columbarium. This determination will be made at the sole discretion of the Council. In such event, the Central Lutheran Congregation Council will give Notice of the intended action.

2. For Ashes already Interred in the Columbarium, the Grantee, or the heirs or personal representative of the Interred person, may remove the Ashes from the Columbarium to relocate them to a different place. Such removal and relocation must occur within 45 days after Notice by the Church. If the Church is unable to locate Grantees or the heirs or personal representative of the persons Interred in the Columbarium through the giving of Notice, the Church reserves the right to remove and re-inter Ashes, at its cost, in alternative location in a legal and Christian manner.

3. Under no circumstances will any person be entitled to any refund from the Church. Beyond providing Notice, the Church will not be responsible for locating Grantees or the heirs or personal representatives of persons Interred in the Columbarium or having Inscriptions on the Memorial Wall to inform them of its intended action. Each Grantee agrees to abide by the decision of the Church, whatever that might be, for all future time.

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K. *Subject To Laws*

Both the Grantee and the Church must abide by applicable laws and regulations of properly constituted governmental bodies or agencies.

IV. SPECIFIC COLUMBARIUM RULES

A. *Interment Options*

An Eligible Person may be Interred alone in one Niche. Or two Eligible Persons may be Interred in one Niche. The price is the same. Two unrelated individuals may purchase a niche together.

B. *Application, Approval, and Payment Process*

1. Eligible Persons desiring to purchase the right to use an Interment Site in the Columbarium will fill out an Interment Agreement as a Grantee and submit it to the Church.
2. The Grantee must specify in the Interment Agreement the Designated Person(s) to be Interred in the Niche.
3. Upon verification that the Grantee and the Designated Person(s) are Eligible Persons and of the other information in the Interment Agreement, the Church Representative is authorized to complete and sign the Interment Agreement on behalf of the Church.
4. The Interment Agreement becomes effective and the Interment Site designated in the Interment Agreement is reserved upon (a) execution of the Interment Agreement by the Church Representative and (b) receipt by the Church of either the full purchase price or the first installment of the purchase price for an Interment Site stated in the Interment Agreement.
5. The Church must receive full payment of the purchase price before an Interment will be permitted.

C. *Ownership of Property*

The Interment Agreement is only a license to use a designated Interment Site in the Columbarium. No real property right or interest is created or transferred to the Grantee, a Designated Person, or any other person by the Interment Agreement or by these Rules.

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D. *Change to List of Designated Persons*

During the Grantee's lifetime, the Grantee may from time to time change the list of Designated Persons by an amendment to the Interment Agreement. The right to change the list of Designated Persons terminates upon the Grantee's death.

E. *Termination of Interment Agreement*

If there has been no prior Interment and the Grantee or a Designated Person determines that the Interment Site is no longer needed or chooses not to be Interred in the Columbarium, the Church will have a right to repurchase the Interment Site, but will have no obligation to do so. If it elects to repurchase, the Church will pay 80% of the purchase price paid for the Interment Site. The remaining 20% of the purchase price will be retained by the Church. The Church will not pay any interest on the 80% of the purchase price paid to the Grantee or Designated Person.

F. *No Transfer without Church Approval*

The Interment Agreement and the Grantee's rights therein may not be transferred by assignment, creditor's claim, inheritance, sale, or otherwise without the prior written consent of the Columbarium Association, which may be granted or withheld in the Association's sole discretion. Any attempted transfer without such written consent will be void.

G. *Purchase Price*

The purchase price will be the amount shown on the Price List in effect when an Interment Agreement is executed.

H. *Price Inclusions*

The purchase price for a Niche includes for each Designated Person the cost of Interment, the Committal service officiated by a Church pastor, an Urn provided by the Church, engraving of the Urn with the name of the Designated Person(s) whose Ashes are Interred and Niche location, and engraving of the face plate with the name and life dates of the Designated Person(s) whose ashes are Interred. The purchase price also includes record keeping and administration and care of the Columbarium.

I. *Additional Niches*

A Grantee may acquire as many Niches as needed. But a separate Interment Agreement must be executed for each Niche.

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J. *Niche Selection*

The Grantee may choose the location of the Niches from those remaining available and price.

K. *Urn Specification*

Interment of Ashes within a Niche will be in the standard Urn provided by the Church. The Church will etch the Designated Person's name and the Niche location on the outside of all Urns. The Church will allow use of another Urn with prior approval of the Columbarium Administrator, but it must fit within and will be placed inside the Church's standard Urn.

L. *Interment Service Required*

A religious service must be held in connection with each Interment. A regularly called Church pastor will conduct the service and be present at the Interment. However, at the discretion of the pastors, the service and Interment may be conducted by another clergy member, according to current policies governing guest pastors for life passages.

M. *Time of Interment*

1. Interments will be made when reasonably feasible after the Church Representative has received adequate notice from the Grantee, the Grantee's heirs, or the Grantee's personal representative.
2. In the event the Columbarium is undergoing maintenance or remodeling, Interment will not occur until the required construction is completed and accepted by the Church. If, for any reason, the actual Interment Site cannot be opened or made available at the time of need, the Church Representative may, without liability to the Church, provide an alternative temporary Niche, so as not to delay the Interment service.

N. *Ashes Only*

Only Ashes may be entombed in Interment Sites within the Columbarium. No valuables, trinkets, medals, or other items may be placed in the Urn or Niche. No other use of an Interment Site is allowed.

O. *Decorations*

Flowers may be placed next to a Niche at the time of Interment and for up to three days thereafter. The use of fraternal seals, professional designations, veteran's designations, or similar inscriptions, seals, or objects is expressly

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prohibited. The Church may remove and dispose of any unauthorized items found in the Columbarium.

P. *Identification of Ashes*

The Church is entitled to rely on the Grantee's representations, or those of heirs, a personal representative, or other appropriate third persons, that the Ashes to be Interred are the Designated Person's.

Q. *Order of Internment*

In the case where two Grantees have each purchased half of the same Niche, the Urn of the Designated Person who is Interred first will be placed in the back of the Niche and that Designated Person's name and life dates will be engraved in the upper position on the face plate. The Urn of the Designated Person who is Interred second will be placed in the front of the Niche and that Designated Person's name and life dates will be engraved in the lower position on the face plate.

R. *Disturbance or Removal of Ashes*

1. The Interment Site specified in the relevant Interment Agreement constitutes the Grantee's expressed wish. The Columbarium Association may allow, in its sole discretion, changes in Niche locations or permanent removal of Ashes from a Niche.
2. In the event the Columbarium Association allows the permanent removal of Ashes from a Niche, then all rights to use the Niche or half-Niche will return to the Church for reuse. No repayment of the purchase price will be made when Ashes are permanently removed.

S. *Engraving on Niche Face Plate*

1. The Church will record the name and life dates of each Designated Person Interred in a Niche on the Niche face plate. The addition to the face plate of fraternal seals, professional designations, veteran's designations, or any other engraving is expressly prohibited.
2. Engraving of the name and birth date of the Designated Person on the face plate upon completion of the Interment Agreement, but before Interment, is acceptable. However, an additional fee will be charged at the time of initial engraving to cover engraving of the death date on the face plate at the time of Interment.

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V. SPECIFIC COLUMBARIUM RULES

A. *Application, Approval, and Payment Process*

1. Eligible Persons desiring to purchase the right to have an Inscription engraved on the Memorial Wall will fill out an Inscription Agreement as a Grantee and submit it to the Church.
2. The Grantee must specify in the Inscription Agreement the person who will have an Inscription on the Memorial Wall.
3. Upon verification that the Grantee is an Eligible Person and of the other information in the Inscription Agreement, the Church Representative is authorized to complete and sign the Inscription Agreement on behalf of the Church.
4. The Inscription Agreement becomes effective upon (a) execution of the Inscription Agreement by the Church Representative and (b) receipt by the Church of the purchase price for the Inscription stated in the Inscription Agreement.

B. *Inscription Eligibility*

Both the Grantee and the Memorialized Person must be Eligible Persons.

C. *Application for Another Person Buried Elsewhere*

Persons may purchase an Inscription on the Memorial Wall for a person buried or interred elsewhere by following the application process in Section V. A.

D. *Relationship Between Columbarium and Memorial Wall*

There is no relationship between the Columbarium and the Memorial Wall. One may, however, have a Niche in the Columbarium and an Inscription on the Memorial Wall if desired.

E. *Purchase Price*

The purchase price will be the amount shown on the Price List in effect when an Inscription Agreement is executed.

F. *Price Inclusions*

The purchase price for an Inscription includes the engraving of one name on the Memorial Wall, entry of a short biography in a memorial book, record keeping, and administration and care of the Columbarium.

G. *Inscription Placement*

Inscriptions will be placed on the Memorial Wall in an order determined by the Columbarium Association in its sole discretion and price point.

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H. *Refunds Prohibited*

Inscriptions are deemed permanent and for the life of the Columbarium. Upon Inscription, there is no refund of the purchase price under any circumstances.

VI. Miscellaneous

A. *Scattering of Ashes Prohibited*

The Scattering of Ashes in the Columbarium is prohibited.

B. *Interment of Pets*

A Designated Person's Ashes and a pet's may be mixed. The Church does not allow, however, a separate Inscription for the pet, engraving of the pet's name of the face plate, or etching of the pet's name on an Urn.

C. *Ashes of the Previously Cremated*

A Grantee may have the Ashes of an Eligible Person who was cremated before the Columbarium was established Interred in the Columbarium in accordance with these Rules.

D. *Name and Lettering Conventions*

The following name and lettering conventions will control the engraving of names on Niche face plates and the Memorial Wall and the etching of names on Urns.

1. There will be no periods after first or middle initials. Baptismal names are preferred.
2. Jr., II, III, etc. are acceptable if they are part of the legal name, but periods will not be used.
3. Hyphenated names are acceptable if they are the legal name.
4. Neither titles in front of a name, such as Dr., Honorable, Justice, and Rev., nor degrees or certifications following a name, such as CPA, CPC, CPM, DDS, Esq., MD, or PhD, will be allowed.
5. The engraving of nicknames is discouraged. A nickname may be allowed by the Columbarium Association or by any two regularly called pastors in their sole discretion.

E. *No Warranties Provided*

The Church makes no warranties, express or implied, to any person who enters into an Interment or Inscription Agreement or to anyone else concerning the

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durability or expected life or condition of the Columbarium, Niches, Urns, Inscriptions or other Columbarium facilities.

F. *No Liability for Loss or Damage to Ashes*

Neither the Church nor any person acting for the Church assumes or will have any liability or responsibility to any person who enters into an Interment or Inscription Agreement or to anyone else for the preservation of, loss of, or damage to the Ashes of any person Interred in the Columbarium, or for any loss or damage relating to the Columbarium resulting from acts of God, vandalism, theft, or other causes or contingencies.

G. *Refund is Sole Remedy*

In the event of any breach of an Interment or Inscription Agreement, the sole remedy for any person who enters into an Interment or Inscription Agreement or for anyone else will be the return of the purchase price. No one will have any other rights or remedies in law or equity.

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