



## Columbarium Policies & Regulations

### INTRODUCTION

The Vinje Lutheran Church Columbarium has been created to provide a space of inurnment of cremated human remains. Like all churches, Vinje Lutheran Church reaches its members in all areas of life, as well as in death.

In early America, a church having its own burial ground on its property was a common practice and continues to be a tradition in many locations across the country. In this tradition, Vinje Lutheran Church has established a defined area near the south entrance that includes a columbarium to allow our members to retain a close connection with the Church in death, as well as in life, and provide a place of perpetual care, solitude, and consolation for the families of the deceased.

These policies and regulations are designed to protect the interest of both the individual and Vinje Lutheran Church. Adherence to these policies and regulations will be maintained for the general good in preserving the desirability of beauty and integrity of the present and future Vinje Columbarium. These policies and regulations may be changed by recommendation of the Church Council.

### DEFINITIONS

- A-1 **Church:** The term "Church" as used herein shall refer to Vinje Lutheran Church, Willmar, Minnesota.
- A-2 **Columbarium:** A dedicated facility of the Church containing niches for the inurnment of cremated remains of a deceased human.
- A-3 **Columbarium Location:** The columbarium will be located at the south entrance of the Church.
- A-4 **Decedent:** The person whose cremated remains are placed in an urn or box for inurnment in a niche.
- A-5 **Inscription:** Inscribed information on the face of each niche front that includes only the name(s) of the decedent(s), whose remains are placed in the urn, year of birth, and year of the death. Titles, awards, degrees, or other information shall not be included in the inscription.
- A-6 **Inurnment:** The placement of the urn or box containing cremated remains in their final resting place in a niche.
- A-7 **Niche:** One of multiple spaces in a permanent, specially constructed framework, with each niche having space for one (1) urn measuring no more than 10" high and 8" in diameter or two (2) boxes or urns measuring no more than 5 ½" x 5 ½" x 7" in which human remains are placed. Each niche will have a uniform engraved niche front identifying inscription.

- A-8 **Niche Front:** A uniform front plate attached to the outside of a niche.
- A-9 **Pastoral Staff:** Any ordained clergy under call or contract of the Church.
- A-10 **Right of Inurnment:** The right granted by the Church to an individual for the exclusive and perpetual use of the niche for inurnment of cremated human remains.
- A-11 **Subscriber:** One who has purchased and acquired the rights to use a niche. The subscriber is the record owner of the niche rights as evidenced by an Application to Purchase the Right to Inurnment issued to the subscriber by the Church.
- A-12 **Urn/Box:** A permanent container used to place the cremated remains of a deceased human in a niche.

### **PURPOSE AND SUPERVISION**

- B-1 **Purpose:** The columbarium of Vinje Lutheran Church has been created for inurnment of the ashes of cremated humans.
- B-2 **General Planning:** The columbarium is part of the ongoing ministry of Vinje Lutheran Church which operates under the direction of the Church Council and Pastoral Staff.
- B-3 **Records to be Maintained by the Church:**
- a) A complete record of the persons holding a Right of Inurnment
  - b) A complete record of the persons inurned
  - c) The date on which all cremated human remains were received from the family and inurned
  - d) The location of the niche
  - e) The name and address of the person or personal representative depositing the remains with the Church and directing inurnment in the niche
  - f) Such other information that may be deemed proper and/or necessary and required by the Church.
- B-3 **Internal Revenue Service Code Section 501(c) (3):**
- A. The columbarium is created and shall be operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of the Church consistent with IRS Code Section 501(c) (3). No part of the income or property of the columbarium shall inure to the benefit of or be distributable to any member, director, or officer authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
  - B. The Church shall not carry on any activities prohibited by an entity exempt from federal income tax under Section 501(c) (3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

## INURNMENTS

- C-1 **Subject to Laws:** In addition to the policies and regulations, all inurnment, disurnments, and removals shall comply with all federal, state and local laws, rules and regulations to the extent they are applicable to the Church. Nothing herein shall be construed as a waiver of any exemption of the Church as provided pursuant to all laws, rules and regulations.
- C-2 **Eligibility:** Inurnment in the columbarium will be available to:
- A. Members or former members of the Church.
  - B. Ordained ministers who have ever served as pastors of the Church.
  - C. Spouse, parents, children and grandchildren (natural, adopted, foster or step of the above stated persons).
- C-3 **Fees:** A fee will be collected by the Church for subscription. Such fees are stated in the current schedule of fees. These fees will be administered in a manner consistent with other restricted offerings. This fund will be used only for the construction of the columbarium, purchasing additional niches, supplies, and maintenance of the columbarium and immediate grounds (landscaped specifically for the beauty of the columbarium) adjacent to the columbarium.
- C-4 **Property Rights and Exclusive Rights to Use:** A subscriber (purchaser) who has paid the fee shall be entitled to name one (1) or two (2) persons whose ashes are to be inurned in that niche, provided that person or persons qualify as eligible, in accordance with the eligibility rules. The subscriber acquires no property rights in the columbarium and its niches and agrees that said items and areas are at all times under the sole ownership and control of the Church.
- C-5 **Arrangements for the Inurnment:** The pastoral staff shall have complete authority for all the religious services of committal. Sufficient and proper notices of intended inurnment shall be given to the pastoral staff, and only such religious services as the pastoral staff may conduct, or give permission for, may be performed. The inurnment shall be in the manner directed by the pastoral staff.
- C-6 **Applications for Inurnment:** Application for Inurnment shall be made in writing on forms provided by the Church.
- C-7 **Responsibility for Identity:** The Church shall not be liable for insuring the identity of the person whose cremated remains are sought to be inurned.
- C-8 **Limitations of each Niche:** Size of the niches allows cremated remains of only one (1) or two (2) persons to be inurned in each niche. In the event the urn(s) or box(s) will not fit, the subscriber will be responsible for obtaining a smaller urn(s) or box(s) and the proper transfer of ashes to the replaced urns or boxes.
- C-9 **Niche Contents:** Only urn(s) or box(es) with cremains may be placed inside the niche.
- C-10 **Niche Locations in the Columbarium:** Subscribers may select niches from available niches. Following purchase, the subscriber shall receive a Certificate of Inurnment Rights and the location will be recorded by the Church.

- C-11 **Inurnment Permits:** Any permits for the inurnment required by applicable federal, state, or local laws, must be secured and furnished by the subscriber, the family of the decedent, or the funeral director. In no event shall the Church be responsible for acquiring such permits.
- C-12 **Boxes, Urns, and Niche Fronts:** Urns or boxes in the niches are limited to the size of the niche. All niches will have a uniform niche front attached to the outside face of the niche and will be inscribed with only the name(s) of the decedent(s), whose remains are placed in the urn(s) or box(s), year of birth and year of death. ***The cost of inscribing is not included in the purchase price and will be at the prevailing cost of inscription paid by the subscriber at the time of inurnment.***
- C-13 **Opening and Closing of Niches:** The Church will arrange for the opening and closing of niches at the time of inurnment.

#### **DISURNMENTS AND REMOVALS**

- D-1 **Removal for Profit Prohibited:** Removal of cremated remains so that the niche inurnment rights may be sold for profit, or removal contrary to the expressed wish of the original subscriber is forbidden.
- D-2 **Removal from Niche Location:** Cremated remains and the niche front may be removed from the original niche in the columbarium upon the written consent of the Church. If the move is requested by the subscriber, then the subscriber will pay for the cost of removal. The remains of a cremated person may be removed only with the written consent of the person designated in the Right of Inurnment Agreement. No removal of remains shall be permitted without the consent of the decedent's surviving spouse if he or she is alive and competent. Removal by the heirs or successors of the cremated remains so that the niche inurnment right can be transferred for profit to themselves, or removal contrary to the express implied wish of the original holder of the Right of Inurnment Agreement is prohibited. If the move is at the convenience of the Church, there will be no charge.
- D-3 **Movement of the Columbarium:** In the event the Church is moved to another location or should it be necessary to move the columbarium to another location, it shall be the responsibility of the Church to provide facilities then existing for the re-depositing of the remains committed to its care, and the Church shall exercise reasonable efforts to locate and notify surviving heirs as to the new location. In the event the columbarium is moved to a new location, the subscribers right to inurnment shall not terminate.
- D-4 **Exchange of Niche Locations:** Cremated remains may be removed from their original location to a different niche in the columbarium if approved by the decedent's surviving spouse, and if not survived by a spouse, then upon the consent of all the decedent's surviving children. If all surviving children do not agree, the decision may be made at the discretion of the Church. The Church may refuse to make a transfer if it believes the transfer is inconsistent with the wishes or intent of the decedent.
- D-5 **Dissolution of Church and Columbarium Facilities:** In the event the present Church is dissolved, the ownership of the church property is transferred by the Church, or the Columbarium facilities are discontinued:

- A. The right to inurnment shall terminate.
  - B. The Church shall exercise reasonable effort to locate and notify surviving heirs and afford them the opportunity to remove the remains, and
  - C. The Church shall not otherwise dispose of the urns or boxes within one year after the columbarium facilities are discontinued for any reason.
- D-6 **Destruction by Natural Disaster:** if the columbarium should be destroyed by tornado, earthquake, or any other natural disaster, and is not rebuilt, the Church at its sole discretion, shall cause all remains interred in the columbarium to be re-inurned in some other columbarium, cemetery, or place of burial. Additionally, in the event the Church should cease to be used as a place of worship, the Church, at its sole discretion, shall cause all remains inurned in the columbarium to be re-inurned in some other columbarium, cemetery, or place of burial.

## **TRANSFER OF RIGHTS**

- E-1 **Unilateral Transfer by the Subscriber Prohibited:** All rights conferred by the Application to Purchase the Right to Inurnment shall be specific to the subscriber and shall not be assignable or transferable by the unilateral act of the subscriber. This stipulation includes any exchange for the value, gift, testamentary transfer, or pledge as collateral for any loan.
- E-2 **Transfer by Consent of the Church:** A subscriber may make written application to the Church to transfer or assign the subscriber's rights under an Application to Purchase the Right to Inurnment or agreement regarding inurnment rights to an eligible transferee. The application shall state the grounds of eligibility, as defined in these policies and regulations, of the proposed transferee. The Church shall approve such request provided it finds the proposed transferee eligible. Upon such approval, the subscriber or subscriber's authorized representative shall surrender the Application to Purchase the Right to Inurnment, and the Church shall issue a new Application to Purchase the Right to Inurnment to the approved transferee upon the approved transfer execution of an agreement regarding inurnment rights. The new transferee shall be bound by these rules and regulations.
- E-3 **Transfer Charges:** All transfer of ownership in the inurnment rights to niches shall be subject to a charge fixed by the Church. The charge must be paid to the Columbarium Fund when the transfer is recorded on the books of the Church and the new certificate issued.
- E-4 **Return of Inurnment Rights:** Subscriber may sell the niche back to the Church upon approval by the Church. The Church at its discretion may impose a transfer fee. If anyone holding a Right of Inurnment Agreement decides not to use the niche, the niche may be donated back to the Church for resale.
- E-5 **Limitations:** If any niche is not used within twenty-five (25) years of the purchase of inurnment rights and reasonable efforts have failed to locate any family of the subscriber, the Church will be free to reassign such niche.

## **FLOWERS, ORNAMENTS AND DECORATIONS**

- F-1 **Floral Regulations:** Flowers, plants, and floral memorials are permitted during inurnment only. Under no circumstances will the use of glass containers or other items that could cause injury be

allowed in the columbarium area. No floral item shall be attached to any niche front, wall, or structure in the columbarium area. All flowers, plants, or floral memorials are permitted for a maximum of 48 hours. Any of these items may be removed by the Church and disposed of without notice to the owner and without liability. No ornaments or decorations are allowed on or in the area around the columbarium.

F-2 **Niche Contents:** Only urn(s) or box(es) with cremains may be placed inside the niche.

## **INSCRIPTION**

G-1 **Uniformity of Inscribing:** The inscribing on each niche front shall be of uniform size and style as determined by the Church. A veteran's service emblem may be added in a uniform location as determined by the Church.

G-2 **Conformity of Text:** The inscription shall consist only of the name of the decedent, year of birth and year of death.

The inscription shall consist of the following:

- Full name of deceased, capitalized with middle name or initial as space permits, 5/8 inch font.
- Date of Birth/Date of Death, month/date/year, month may be abbreviated as space permits, ½ inch font.
- Veteran Service Emblem(s) of a uniform size as supplied by the Veterans Service Administration, located in the middle of faceplate, above or below the applicable veteran, if both deceased are veterans.

G-3 **Inscription:** A form will be provided by the Church to be completed and signed by the person(s) entitled to do so. The form will include the information to be relied upon in the inscribing of the niche front. Arrangements for the inscribing, in accordance with the names and dates so furnished, will be made by the Church. Inscription of the niche faceplate will be performed by Eickhof Columbaria without exception to insure uniformity. The website for Eickhof Columbaria is [www.eickhofcolumbaria.com](http://www.eickhofcolumbaria.com)

## **CONDUCT OF PERSONS WITHIN THE COLUMBARIUM AREA**

H-1 **Church Decorum:** The columbarium is part of the Church, and all persons entering the area of the columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in a church.

H-2 **Enforcement of Rules:** The Church staff are hereby empowered to enforce all policies and regulations and to exclude from the columbarium any person violating respectful decorum.

## **CHANGE OF SUBSCRIBER'S ADDRESS**

I-1 **Subscriber Must Notify the Church:** It shall be the duty of the subscriber to notify the church office of any change in mailing address. Notice sent to a subscriber at the last address on file in the church office shall be considered sufficient and proper legal notification for all purposes whether or not such purpose be specified in these rules.

## **INSURANCE**

- J-1 **Protection Against Loss:** The Church may carry such insurance for its own benefit upon the Columbarium and its contents as may be directed by the Church Council. However, there is no obligation on the part of the Church to provide insurance.

## **LIMITED LIABILITY**

- K-1 **Liability:** Neither the Church nor its employees, the Pastor, or any member of the Church shall be liable for any claim for damages arising in connection with the use and operation of the columbarium or from any other cause except from gross negligence or intentional misconduct. In any event, the amount of damages recoverable by the person holding the Right of Inurnment, their heirs or legal representatives, shall be limited to the total amount paid to the Church for such rights. In no event shall the Church or its employees, the Pastor, or any member of the Church be liable for indirect, special, or consequential damages.

## **MODIFICATIONS AND AMENDMENTS**

- L-1 **Exceptions and Modifications:** Special situations may arise in which the enforcement of a policy or regulation may impose unnecessary hardship or may not be addressed by these policies and regulations. Therefore, upon recommendation of the pastoral staff, the Church Executive Committee may make exceptions, suspensions or temporary modifications. Any such temporary exception, suspension, or modification shall in no way be construed as waiver of the general application of such rule. When such exceptions, suspensions, or modifications are made with regard to a particular exception rather than the facility as a whole, they will be made in writing to reduce confusion.
- L-2 **Amendments:** The Church Council may at any time adopt new policies and regulations and/or amend, alter, or repeal any policy, regulation or article, section, paragraph, or sentence in these policies and regulations.