

BETHANY UNITED METHODIST CHURCH

MEMORIAL GARDENS

POLICIES AND PROCEDURES

Approved 9-18-05 and amended 1-23-06 and 4-24-17
(spelling correction 3-1-09)

1. **Eligibility.** Bethany United Methodist Church (“Bethany”) has developed its columbarium, called Memorial Gardens for members of this church community. Because of space limitations, use of the columbarium is restricted. The cremated remains of only the following persons may be placed in the Memorial Gardens:
 - A. Members of Bethany and for members who have purchased niches their immediate family (which includes parents, spouses and children, whether natural, adopted, foster or step and siblings of such members),
 - B. A continuing visitor in Bethany services (attending a minimum of ten times in the past year) or a non-Bethany member who has substantially served or participated in a Bethany ministry or outreach program,
 - C. A former Bethany member or his or her immediate family,
 - D. All Clergy, past or present that were ordained or received ordination while in active service at Bethany or within six months thereafter and were on Bethany’s active paid staff for a minimum of four years. This provision also covers such Clergy’s immediate family.
 - E. Ordained members of the Rio Texas Conference of the United Methodist Church, and others as proposed by the Senior Pastor and approved by the Board of Trustees
2. **Authority.** A three member “Columbarium Committee” created by the Administrative Board and appointed by the Administration Board for three year staggered terms has responsibility to decide matters of policy that are not clearly set forth herein. The Columbarium Committee will report to the Board of Trustees at least annually. The committee shall maintain the books and records of operation consistent with the requirements of The Book of Discipline of the United Methodist Church and the policies of Bethany. The committee may, by writing and with approval of the Senior Pastor, delegate any of its responsibilities to a member of Bethany’s staff.
3. **Formal Agreements.** To purchase use of a niche, a purchaser must fill out and sign an **Application for Purchase of Niche** (available from church office), which must list the persons whose cremated remains the Purchaser intends to place in a niche (the “Designee(s)”). The Application includes the representation that the Purchaser has received, read and understood the **Policies and Procedures**. Upon payment to Bethany

of the purchase price provided in the Application, Bethany will furnish a **Certificate of Purchase**. A Purchaser or Designee may from time to time utilize a Revised Information Sheet to update or correct information previously furnished, but Bethany shall not be responsible for revised information unless the Columbarium Committee has signed the Revised Information Sheet.

- 4. Transfer of Contracts.** If the Purchaser is the Designee, then, only to the extent necessary to accomplish inurnment of the Purchaser's cremated remains, the person legally entitled to make burial or inurnment decisions shall have the Purchaser's rights in the Certificate. Otherwise, the Purchaser may not transfer her or his rights under the Certificate to any party other than the Designee without approval of the Board of Trustees of Bethany. Bethany shall not be responsible to recognize any transfer of rights to the Designee during the Purchaser's lifetime unless the Purchaser notifies Bethany and receives an amended Certificate. Bethany shall not be responsible to recognize any transfer of rights to the Designee upon Purchaser's death unless Bethany has been notified and issued an amended Certificate to the Designee. Bethany has no obligation to approve any other transfer or to repurchase niches, but upon written request of the Purchaser and upon approval by the Board of Trustees, the Committee will endeavor to resell niches to eligible persons and refund to the Purchaser 90% of the then existing purchase price for the type niche involved. Such refund shall be made from proceeds of such resale or other funds, if available, and at the option of the Board of Trustees should it determine such amount will not be required for columbarium expenditures in a reasonable period.
- 5. Niches and Faceplates.** Niches are of uniform size, to be used for cremated remains of one person or two persons, depending on the Certificate of Purchase. One faceplate per niche is furnished by Bethany as a part of the price for a niche. Following inurnment, the Committee will have the faceplate engraved with the name, date of birth and date of death. The faceplates will be engraved in uniform sized lettering, approved by the Board of Trustees, with information from the Application or Revised Information Sheet. Any changes from that information will be at the expense of the party requesting change. Modification and decoration of niches or any other area of the columbarium are specifically and expressly prohibited.
- 6. Prices.** The Columbarium Committee shall, with approval of the Board of Trustees, from time to time set the appropriate price for niches and fees for related services. Bethany shall maintain a list of available niches and current prices available in the church office. A Purchaser needing financial assistance to purchase a niche may apply to Bethany's Senior Pastor for help in defraying the cost. Any holder of a Certificate of Purchase covering a single niche who wishes to upgrade to a double niche shall pay the difference between (a) the then current price for a double niche, and (b) the price

initially paid for the single niche. In addition, if there is already one urn in the niche and the faceplate has been engraved for a single person, an additional price to be determined by the Columbarium Committee must be paid to purchase a new faceplate and have it properly engraved. Clergy qualifying under Paragraph 1.D will be offered one free niche for either themselves or for themselves and spouse with a certificate to be issued only following application at time of need for a niche.

- 7. Committal Service.** Cremated remains shall be placed in the Memorial Garden at the joint convenience of the Pastor, Bethany, and the persons legally entitled to determine such arrangements on behalf of the deceased. No cremated remains may be placed in the Memorial Garden without a committal service. Any service at Bethany must be arranged with the approval of Bethany's Senior Pastor
- 8. Perpetual Care.** The columbarium area in Bethany's Memorial Garden is not and never will be a perpetual care cemetery as defined under the Texas Health and Safety Code. Any rights granted in the Certificate of Purchase referred to above are in the nature of a license and will not convey any legal title to the space in the Memorial Garden, which remains the property of Bethany.
- 9. Bethany's Rights to Move.** Bethany reserves the right to enlarge, reduce, remodel, eliminate, or relocate the Memorial Garden at Bethany's current, or any future Bethany location. If this occurs, Bethany may move existing niches to the new location. Bethany shall notify any existing Purchasers whose niches have not yet been filled of the new location of the niches. If Bethany ever ceases to maintain Memorial Garden, Bethany will at its sole cost and expense remove any urns, and the cremated remains shall be either scattered or inurned at some suitable location at the discretion of Bethany,
- 10. Removals.** A container of ashes may be removed only for good cause as determined by a majority vote of the Columbarium Committee, upon formal request by a party with legal authority to make such request. Any expense shall be borne by those requesting such action. All such openings and removals shall be fully documented, with Bethany being released from any and all further responsibility.
- 11. Duty of Purchaser to Inform.** The Purchaser is responsible to keep Bethany informed of his or her current address. The Purchaser must also inform Bethany if the Designee's remains are placed elsewhere.
- 12. Lapsed Certificates.** If a person identified on an approved Application or Revised Information Sheet dies and the reserved niche is not used for that person's cremated

remains, the rights lapse, but a person with proper legal authority to do so may request Bethany to repurchase such right. Such repurchase will be at 90 per cent of the then current purchase price. In any event if no inurnment has occurred pursuant to a Certificate for a period of 25 years following the date of the last approved Application or Revised Information Sheet and Bethany has been unable to contact the Purchaser at the address provided in such document for three consecutive years, all rights under said Certificate will expire and Bethany may offer the niche for purchase by others.

13. Applicability of Policies and Procedures. All holders of Certificates as well as all other persons with direct interest in the columbarium shall be subject to these Policies and Procedures and any amendments thereto.

14. Amendments. In its annual report to the Board of Trustees, the Columbarium Committee shall recommend any changes to these policies and procedures that the committee considers advisable. The Board of Trustees may recommend amendments, whether they originate from the committee or not, to the Administrative Board. Amendments to these Policies and Procedures may be made only upon approval of a majority vote of Bethany's Administrative Board.



Application for Purchase of Niche

Purchase Date _____

PURCHASER

Name _____
Address _____ City _____ St. _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____
Identity Info. Driver's License* _____ SSN* _____

I desire to purchase one _____ niche for \$ _____ to be used to inurn the cremated remains of the following designated person(s) hereafter called "Designee(s)":

Designee #1

Name _____
Address _____ City _____ State _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____ Committal Date _____
Date Birth _____ Death _____
Identity Info. SSN* _____ Driver's License* _____ Death Cert No* _____
Notes _____

Designee #2

Name _____
Address _____ City _____ State _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____ Committal Date _____
Date Birth _____ Death _____
Identity Info. SSN* _____ Driver's License* _____ Death Cert No* _____

* Information requested if applicable, but not mandatory

I have received, read, and understood the Memorial Garden Policies and Procedures adopted September 18, 2005 by the Administrative Board of Bethany United Methodist Church, and acknowledge that acceptance of this application and issuance of a Certificate of Purchase shall be subject to those Policies and Procedures, including any subsequent amendments.

Signature of Applying Purchaser _____

Columbarium Committee Approval _____

Date _____

Payment By Check No. _____

or Cash ☐

Complete after payment has been received

Niche Identification Assigned:

Wall _____

Niche ID _____

Certificate Issued _____



Revised Information Sheet

Original Purchase Date _____
Revision Date _____

PURCHASER

Name _____
Address _____ City _____ St. _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____
Identity Info. Driver's License* _____ SSN* _____

Relates to purchase of Niche ID in the Wall to be used to inurn the cremated remains of the following designated person(s) hereafter called "Designee(s)":

Designee #1

Name _____
Address _____ City _____ State _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____ Committal Date _____
Date Birth _____ Death _____
Identity Info. SSN* _____ Driver's License* _____ Death Cert No* _____
Notes _____

Designee #2

Name _____
Address _____ City _____ State _____ Zip _____
Phone Work _____ Home _____ Cell _____
Email _____ Committal Date _____
Date Birth _____ Death _____
Identity Info. SSN* _____ Driver's License* _____ Death Cert No* _____

* Information requested if applicable, but not mandatory

Prepared pursuant to revised information furnished by

Notes

VERIFIED AS CORRECT

BETHANY UNITED METHODIST CHURCH

Signature of Person Authorizing Change

By _____
(For Columbarium Committee)

Relation to Designee



Certificate Of Purchase

5

Bethany United Methodist Church (Bethany), in consideration of payment of the full purchase price, receipt of which is hereby acknowledged, hereby agrees that the Applicant named below shall have limited use of the specified Niche only for inurnment of the cremated remains of the Designee(s), described on the Application attached as Exhibit A, in the Memorial Garden of Bethany at 10010 Anderson Mill Road, Austin, Texas 78750, Williamson County, subject to Bethany's "Policies and Procedures" relating to operation of its Memorial Garden.

Billy Bob Topps

142 Harrel

Cedar Park, Tx 78613

Niche Location:

As shown on the charts and records of the Memorial Garden on file in the office of Bethany United Methodist Church.

Dated: 12-10-2005

BETHANY UNITED METHODIST CHURCH

By _____ /s/ Bluff Springs
For Columbarium Committee

