

Good Shepherd Catholic Community Columbarium

A POLICY GOVERNING THE USE OF THE COLUMBARIUM

Revised 14 February 2024

The purpose of the Columbarium is to provide a place on the Church property for the permanent preservation of the ashes of cremation for Church members and their families. The Good Shepherd Catholic Community Columbarium is an answer to the age-old concern of the Christian community to participate in the proper disposition of the earthly remains of those who have shared the fellowship. This is to be a place especially for those who love Good Shepherd Catholic Community and have a sense of closeness to it, which they would like to preserve even after death. It shall be hallowed ground, sacred to the memory of those who have departed from our midst.

The following guidelines and policies have been adopted by the Parish Columbarium Committee and approved by the Pastor of Good Shepherd Catholic Community. These guidelines may be amended only if done so in writing with the recommendation of the Parish Columbarium Committee and approval of the Pastor, and the Diocese of Fort Worth. The Parish Columbarium Committee shall review policies and fees periodically and submit recommendations to the Pastor, as changing conditions may require.

Section 1. Terms

- 1.1 The term “Columbarium” shall mean the Columbarium located at the Good Shepherd Catholic Community in Colleyville, Texas.
- 1.2 The term “Columbarium Agreement” shall mean the written contract between GSCC and any eligible person who seeks to use the Columbarium for interment captioned Right of Interment in a Columbarium Niche.
- 1.3 The term “Purchaser” shall mean the person who executes the Columbarium Agreement.
- 1.4 The term “eligible person” or “family” or “immediate family” shall mean any registered member of Good Shepherd Catholic Community and his or her spouse (including non-Catholic spouses). Family includes a member’s children, their children’s spouses, their children’s children, and the parents of the member and their spouse.
- 1.5 The term “niche” shall mean a designated space in the Columbarium.
- 1.6 The term “memorial plaque” shall mean a plaque naming an eligible person who has been interred elsewhere.
- 1.7 The term “Parish Columbarium Committee” or “GSCC Columbarium Committee” means that group of parishoners established in Section 5.1 of this document.

Section 2. Eligibility and Use of the Columbarium

- 2.1 The GSCC Columbarium is primarily for the deceased members of the Catholic Church and their families. Eligible person and family are described in section 1.4 above. Exceptions must be approved by the Pastor.
- 2.2 The GSCC Columbarium is the property of the Bishop of the Roman Catholic Diocese of Fort Worth and his successors in office, as the beneficial owner.
- 2.3 All decisions for the assignment of niches and memorial plaques will be established by the Parish Columbarium Committee and be approved by the Pastor.
- 2.4 A person’s entire ashes must be contained in an urn suitable for burial and meeting the size restrictions as set forth by the Parish Committee. By no means can there ever be the comingling, disbursement, or distribution of the ashes at the Columbarium.

Section 3. Columbarium Agreement

- 3.1 The Columbarium Agreement sets forth the terms of the Agreement between GSCC and the Purchaser with the respect to the use of a niche in the Columbarium.
- 3.2 The Columbarium Agreement shall establish the Purchaser’s right to be interred and to the use of a niche in the Columbarium, but it does not convey ownership of any property or property interest to the Purchaser.
- 3.3 Any eligible person, who desires to use a niche in the Columbarium for Interment, shall pay the purchase price in full and sign the Columbarium Agreement. The Columbarium Agreement shall be signed by the Pastor, or his appointed representative, and a fully signed copy shall be delivered to the Purchaser.

- 3.4 The signer of the Columbarium Agreement does not have any right to sell their use of the niche. Any transfer must be approved by the Pastor, in writing, and provided to the Parish Columbarium Committee. An unapproved transfer may result in the voiding of the Columbarium Agreement.
- 3.5 Should a Purchaser no longer wish to retain a prospective right to use the niche, the Purchaser may relinquish the right and receive a refund of 50% of the consideration paid to GSCC.
- 3.6 Should a niche that has been purchased sit unused for 50 years, and after the Parish has made a reasonable effort to contact the owner or their heirs, then the right to the use of the niche will revert back to the Parish and may be sold to another party.

Section 4. Funds

- 4.1 The cost of the Columbarium will be paid for by those who desire to use it, rather than by the parishioners in general.
- 4.2 A portion of the funds from each Agreement will be held in a trust account for ongoing maintenance, repair, and upkeep of the Columbarium. These funds will be placed in a Columbarium Trust managed by the Central Office of the Diocese.
- 4.3 The Columbarium is not a cemetery, it is not operated as a perpetual care cemetery, and there is no requirement that a perpetual care fund be established in conformity with the laws of the State of Texas (as may be required for a perpetual care cemetery.)
- 4.4 All records and books of account shall be subject to review, as are other accounts and funds of the Good Shepherd Catholic Community.

Section 5. Administration

- 5.1 A Parish Columbarium Committee will be formed under the direction of the Pastor. Its purpose shall be to advise the Pastor in matters relating to the administration and management, of the Columbarium. It is suggested that the Committee contain a minimum of 3 and a maximum of 5 members from the Parish.
- 5.2 The Pastor will appoint the members to the Committee for a two or three year term.
- 5.3 A chairperson and/or vice-chairperson may be appointed by the Pastor.
- 5.4 The Committee, with approval of the Pastor shall, in conjunction with the Diocesan Construction Office, monitor the construction of the Columbarium, as well as the sale of the Columbarium niches and memorial plaques.
- 5.5 Numbered niches, once assigned, will not be changed, so long as the Columbarium Agreement has not been terminated or canceled with respect to the niche.
- 5.6 The primary records of the Columbarium should be maintained on the parish computer system, using the prescribed management software. The Parish Columbarium Committee may assist the pastoral staff in maintaining and updating the records of Columbarium.
- 5.7 The Parish Columbarium Committee shall meet as needed, but not less than annually, to review policies and fees and issue an annual report to the Pastor.

- 5.8 Any action of the Parish Columbarium Committee may be taken by a majority of the members present at any regularly scheduled meeting, subject to the Pastor's approval.
- 5.9 The parish Administrator will be responsible for payment processing and record keeping. These responsibilities will be subject to regular reviews by the Diocese of Fort Worth.
- 5.10 Policies regarding the hours of access and decorations will be established by the parish office and be approved by the Pastor.
- 5.11 For each cremated remains, the name of the funeral home/crematory shall be included in the parish record keeping.
- 5.12 All gross revenue, including revenue received from the sale of niches or additional fees, shall be split and deposited in the following manner:

- 1) 80% of gross revenue received will be deposited to the Restricted Columbarium Fund
- 2) 20% of gross revenue received will be deposited in the Columbarium Trust.

Section 6. Interment

- 6.1 Arrangements for the interment of cremated remains must be made through the chairperson, vice-chairperson, Pastor, or the Pastor's duly appointed representative. Arrangement should be made sufficiently in advance of interment of ashes to permit the verification of records.
- 6.2 Interment of cremated remains shall be made only in an urn purchased through the GSCC Columbarium Committee. Only cremated remains of one human may be placed in an urn. Only the cremated remains of humans are allowed to be placed in the Columbarium.
- 6.3 All financial consideration for a Columbarium niche must be paid prior to use.
- 6.4 In a niche, no more than two persons' cremated remains may be interred, each in a separate, acceptable urn. In no circumstances may ashes be comingled. A niche may intern only members of the same immediate family. Exceptions to the family rule require the approval of the Pastor.
- 6.5 Nothing of either a permanent or temporary nature shall be placed in the Columbarium or Columbarium area without written authorization of the Parish Columbarium Committee and approved by the Pastor.
- 6.6 The Parish Columbarium Committee, with the approval of the Pastor, will have sole responsibility for choosing high quality materials for maintaining uniformity and for procurement of the urn. The GSCC makes and provides no warranty, expressed or implied, with regard to the selected urn, and the Purchaser may only look to the urn's manufacturer for a warranty for specific use, if any.
- 6.7 The rites of Interment will be in keeping with Roman Catholic forms of worship and prescribed by the Pastor, with an exception requiring approval by the Pastor, to be granted or withheld in his sole discretion.
- 6.8 In the unlikely event that it becomes necessary to relocate the GSCC Columbarium, the Purchaser grants authority and permission to GSCC and /or the Diocese of Fort Worth to relocate the cremated remains, to the new location for the Columbarium and a new designated niche, or to a blessed site. Such relocation would be at the sole expense of GSCC and/or the Diocese of Fort Worth.

- 6.10 A niche may be opened and the contents removed, at the written request of the person that has the statutory right to control the disposition of the decedent's remains and the Purchaser (or the Purchaser's legal heir.) Additionally, this person or persons should be given a document that explains what our faith teaches about the disposition of remains. The request must be signed by the Purchaser (if alive) and the person that has the statutory right to control the disposition of the decedent's remains and should contain a statement whereby they promise "to treat the remains with dignity and respect, and in accord with the teachings of the Catholic Church." In addition to the written request, the requesting parties shall be responsible for obtaining all appropriate legal permits for the removal and transportation of cremated remains, and shall release, hold harmless, and indemnify GSCC for any and all matters related to the opening of the niche, the transfer of the urn and cremated remains, and the request and authorization to proceed with same.

Section 7. Fees

- 7.1 The fee for the Columbarium niche will be established by the Parish Columbarium Committee with approval by the Pastor and set forth in the Agreement. A portion of the fee will be utilized for the maintenance and ongoing care of the Columbarium.
- 7.2 The Parish Columbarium Committee, with approval by Pastor, will publish a price list showing current fees. This list should include the prices of niches, urns (if separate), memorial plaques and other memorial items, and services. Services should include the engraving of the urn or plaque, opening of the niche for interment, and reopening for the permitted transfer of an urn. A copy of the latest price list will be sent to the Diocesan Columbaria Committee.
- 7.3 Fees for niches and memorial plaques may be subject to change. Changes will require a vote of the Parish Columbarium Committee with approval of the Pastor.
- 7.4 The price list will identify urns and plaques of acceptable size, quality, and uniformity, and only items on the price list are acceptable for the Columbarium, with any exception to that requirement left to the sole discretion of the Columbarium Committee, subject also to Pastor approval.

Section 8. Miscellaneous

- 8.1 The Purchaser shall abide by and be subject to this Policy, and agrees to any subsequent amendment to the Policy.
- 8.2 Amendments to this Policy may be made only upon a vote by the Parish Columbarium Committee and approval by the Pastor.
- 8.3 Any and all matters arising in connection with the operations and maintenance of the Columbarium not covered in this Policy shall be determined by the Parish Columbarium Committee with approval by the Pastor.
- 8.4 Any notice given hereunder shall be to the most recent address supplied to GSCC by a Purchaser. The Purchaser is responsible for keeping a current address on file. In addition to forwarding notice to the Purchaser's most recent address on file, notice to the Purchaser is sufficient if placed in the Church vestibule for a period of three weeks.
- 8.5 Plaque / Engraving– the Plaque / Engraving must be purchased through the Church Office. The size, design, and engraving on the plaque will be the same for all niches.

- 8.6 The GSCC is not responsible for any death care costs, such as funeral home charge or cremation expenses.
- 8.7 GSCC and the Bishop of the Roman Catholic Diocese of Fort Worth disclaim all responsibility for loss or damage to the Columbarium or its contents caused by the acts of God, the elements, weather, high winds, thieves, vandals, or other criminal or malicious acts, explosions, invasion, accidents, riots, and further disclaim all responsibility for conduct of Church employees or agents, who act in good faith and with ordinary care. Purchaser, and any and all persons claiming through the Purchaser, agree to the release and hold harmless GSCC, its Pastor, and the Bishop of the Roman Catholic Diocese of Fort Worth, Texas, for any and all of the above described events and conduct, and for any claimed damages caused by such events or conduct.
- 8.8 The Purchaser agrees that it would be extremely difficult, if not impossible, to fix the damage or harm, if any, which may be proximately caused from a breach of this Agreement, or for any error, mistake, or misconduct in connection therewith. In the case of the failure of the GSCC to perform on the Agreement, or to furnish a niche as provided herein, or for any other breach of this Agreement, negligence, and/or resulting claimed loss, in such event the total liability hereunder shall be limited to and fixed at \$100.00 as liquidated damage. This liability shall be the exclusive, sole and complete damages to the Purchaser and to or for any and all persons claiming through the Purchaser or through the deceased; or, the alternative remedy available to Purchaser and valid claimants (if any) is cancellation of the Columbarium Agreement and the return of the Purchaser's paid consideration, together with the release by the Purchaser and valid claimants (if any) of any and all causes of action and claims with regard to the designated niche, breach of contract, and any and all other complained of acts, conduct, or events.

Date Reviewed: _____

Acknowledged: _____
GSCC

Purchaser