



**AGREEMENT REGARDING INURNMENT RIGHTS IN THE
IMMANUEL LUTHERAN COLUMBARIUM**

Subscriber Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

THIS AGREEMENT is made by and between Immanuel Lutheran Church, hereafter called the "Church", and the person identified after "Subscriber Name" above, hereafter called the "Subscriber".

The Subscriber agrees to purchase inurnment rights in accordance with the following approved use of the Columbarium of Immanuel Lutheran Church, 4650 Sunview Drive, Loveland CO 80538.

THE SUBSCRIBER AGREES:

1. Niche – To select a niche from the available inventory upon full payment of said niche;
2. Exclusive Rights – To have exclusive right to inter cremated remains of one or two eligible people in a niche of the Columbarium;
3. Memorial Inscription – To provide the information for the inscription to be placed by the Church on the front face plate of the niche;
4. Payment of fees – To pay herewith the fee according to the current Cost for Securing a Niche in effect, a copy of which has been provided to Subscriber;
5. Compliance with Rule – To comply at all times with all bylaws heretofore and hereafter adopted by the Church for the operation of the Columbarium; and
6. Indemnification – To protect and indemnify Immanuel Lutheran Church of Loveland, Colorado, and its Pastors, Church Council, Columbarium Committee, and Church Members against any claims for damage which may result because of this authorization.

THE CHURCH AGREES:

1. Care and Maintenance – To provide perpetual care and maintenance of the Columbarium.
2. Permanent Records – To maintain accurate permanent records of Applications for Reservation of Niches, Agreement Regarding Inurnment Rights, Certificate of Inurnment Rights, Columbarium Niche Inscription Order Form, and the location within the Columbarium where each person's remains have been inurned.
3. Furnish Bylaws – To make available to each Subscriber a copy of any amendments to the bylaws.

IT IS MUTUALLY AGREED:

- 1. TRANSFER OR RE-ASSIGNMENTS** – All rights conferred by the Certificate of Inurnment Rights are specific to the Subscriber and may not be sold, assigned or otherwise transferred and may not be pledged as collateral for any loan; however, a Subscriber may apply to the Church to transfer the rights granted herein to an eligible transferee of the Subscriber. The Church shall not unreasonably withhold approval of such transfer.

Upon approval, the subscriber or subscriber’s authorized representative shall surrender the Certificate of Inurnment Rights and the Church shall issue a new Certificate of Inurnment Rights 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.

Transfer Charges: Transfers of ownership in the inurnment rights to niches shall be subject to a charge to be fixed by the Church. The charge must be paid to the columbarium fund when the transfer is recorded on the books of the congregation and the new certificate is issued.

Limitations: If any niche is not used within fifty (50) years of the purchase of the inurnment rights and reasonable efforts have failed to locate any family of the subscriber, Immanuel will be free to reassign such niche.

- 2. Refund Policy** – A Subscriber may relinquish all rights to the niche if unused, and return it to the Church for resale. The Church will refund the original purchase price less 25%.
- 3. Relocation of Columbarium** – The Church shall have the authority and right to re-inurn cremains, and to move the Columbarium and other architectural features thereof if for any reason it becomes necessary for Immanuel Lutheran Church to relocate the Church and/or the Columbarium. The Church shall make reasonable, good faith efforts to notify each subscriber, or such person’s surviving kin of such removal.
- 4. Entire Agreement** – This agreement, together with the Certificate of Inurnment Rights and the Columbarium Bylaws incorporated herein, constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement Regarding Inurnment Rights this the _____ day of _____, 20 ____.

Subscriber: _____

IMMANUEL LUTHERAN CHURCH

By: _____

Columbarium Committee Representative



**IMMANUEL LUTHERAN CHURCH
COLUMBARIUM BY-LAWS**

DEFINITIONS OF TERMS USED HEREIN

- Church:** The terms "Church" and "Immanuel" as used herein shall refer to Immanuel Lutheran Church, Loveland, Colorado.
- Cremains:** "Cremains" shall refer to the ashes of cremated human remains.
- Niche:** Niche shall refer to an assigned space within the Columbarium wall, each niche having space for one (1) or two (2) urns in which cremains are placed. Each niche will have a uniform granite front face plate upon which is an identifying inscription.
- Decedent:** The person whose cremated remains are placed in an urn for inurnment in a niche.
- Urn:** Permanent container approved by the Church used to place the cremated remains of the decedent in a niche. Urns are included in the purchase price of a niche.
- Front Face Plate:** The uniform, removable granite front attached to the outside face of the niche.
- Inscription:** Inscribed information engraved on the face of each front face plate that includes only the name(s) of the decedent(s) whose remains are placed in the urn, dates(s) of birth, and date(s) of the death. Insignias for U.S. Veterans, etc. are available, but other than that, no other information will be included in the Inscription.
- Columbarium:** That dedicated facility of Immanuel Lutheran Church containing niches for the inurnment of cremated human remains.
- Subscriber:** One who has acquired the rights to use a niche (or authorized representative of said subscriber). The subscriber is the record owner of the niche rights as evidenced by a Certificate of Inurnment Rights issued to the subscriber by Immanuel.
- Inurnment:** The placement of the cremated remains in their final resting place in a niche.
- Committee:** "Committee" shall refer to the Immanuel Lutheran Church Columbarium Committee.

PURPOSE AND SUPERVISION

Purpose: The Columbarium of Immanuel Lutheran Church (hereafter, the "Columbarium") has been created for inurnment of the ashes of cremated human remains.

General Planning: The Columbarium is part of the ongoing ministry of Immanuel Lutheran Church, Loveland, Colorado, which operates under the direction of its Voters' Assembly, Church Council, Senior Pastor and Staff.

The use and care of the Columbarium is overseen by the Columbarium Committee, which is subject to the authority of the Church Council. All rules and regulations as found in these bylaws are established by the Committee, which reserves the right to make, amend, and repeal such rules and regulations as it deems proper.

OWNERSHIP

All Columbarium niches remain the property of Immanuel Lutheran Church. Reservation of a niche and payment of the established fee entitles the Subscriber to the privilege of use of a niche in perpetuity, and not the right of ownership. Niches may not be assigned by anyone other than the Committee.

If any niche is not used within 50 (fifty) years of the purchase of inurnment rights, and reasonable efforts have been made to locate the family of the Subscriber, the Committee will be free to reassign the niche.

INURNMENTS

Fees: A fee shall be collected by the church for the reservation of niches and shall be deposited in a special Columbarium Fund account. 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 may be used only for construction of the Columbarium, purchasing additional niches, supplies, inscribing and/or modification/maintenance of the Columbarium.

Eligibility: Inurnment in the Columbarium will be available to members or former members of Immanuel Lutheran Church and School and their families, past and present employees of the church or school and their families, past and present pastors and their family members, and any other persons with connections to the church, school, or members thereof, as approved by the Committee.

Exclusive Rights to Use: A subscriber purchases exclusive right to use an entire niche and shall be entitled to name one (1) or two (2) persons whose ashes are to be inurned in that niche, provided that the named person or persons qualify as eligible, as that term is defined in the rules and regulations above.

Arrangements for the Inurnment: The pastoral staff shall have complete authority for all religious services of committal. Sufficient and proper notices of intended inurnments shall be given to the Pastor, and only such religious services as the pastoral staff may conduct, or give their permission for, may be performed at the site of the Columbarium or at the Church. The inurnment shall be in the manner directed by the pastoral staff.

Application for Inurnment: Applications for Inurnment must be made in writing by the Subscriber using the application form supplied by the Committee. Once the application has been accepted and the niche fee paid in full, a Certificate of Inurnment will be issued to the Subscriber. The right to select an individual niche will be given to the Subscriber in the order in which applications with payment are received.

Responsibility for Identity: The church shall not be liable for ensuring the identity of the person whose cremated remains are sought to be inurned. The church acts in good faith that the cremains are those of the person on record. Cremains delivered to the church for placement within a niche must be contained in an appropriate urn. No representative of the church shall handle any cremated remains except in an appropriate urn at the time of inurnment. Transference of cremains into an appropriate urn is the responsibility of the Subscriber, at the Subscriber's cost. Urns are not provided by the church as part of the niche cost, however, committee members will be available to assist with choosing an urn if desired.

Limitations of each Niche: Niches are for the sole use of human cremated remains. If desired, small remembrance items that will not decay or spoil may be included in the niche. Items are subject to approval by the pastor or a committee member. The 12"x12" size of each niche allows cremated remains of only one (1) or two (2) persons to be inurned in each niche. The 6"x12" sized niche allows cremated remains of only one (1) person to be inurned in each niche. It is the Subscriber's responsibility to make sure the urn(s) used will fit into this space.

Containers, Urns, and Niche Front Face Plates: Inurnments in the niches may be made only in urns of appropriate size approved by the Committee. All niches will have a uniform granite niche front face plate attached to the outside face of the niche, and will be inscribed with the name of the decedent and date of birth and date of death. Cost of the niche front and inscribing shall be included in the purchase price of the "right to inurnment".

Opening and Closing of Niches: The church will arrange for the opening and closing of niches at the time of inurnment. Cost is included in the purchase price of the niche.

Subject to Laws: In addition to the rules and regulations, all inurnments, dis-inurnments, 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 the laws, rules, and regulations.

DISINURNMENTS AND REMOVALS

Removal of Cremains: Removal of cremains is prohibited except in compliance with an applicable law and with the written consent of the Committee. Consent shall be given or withheld at the Committee's sole discretion based upon the circumstances presented. The niche cost will not be refunded and a reopening fee may be assessed.

Removal from Niche Location: The urn(s) and cremains occupying a particular niche and the niche front face plate may be removed from their original location and reassigned to a different location in the Columbarium upon written request of a Subscriber, but the such relocation must have approval of the Committee. The Committee will carry out such relocation and a reopening fee will be assessed.

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 on the church property, it shall be the responsibility of the Church to provide facilities then existing for the repositing of the remains committed to its care, and the Board shall exercise reasonable efforts to locate and notify surviving heirs as to the new location. In the event the present church edifice is demolished, or the ownership of the church property is transferred by the church, or the columbarium facilities are discontinued,

- A. The right to inurn 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 or its successors, shall not otherwise dispose of the urns within three (3) years after the columbarium facilities are discontinued for any reason.

FLOWERS, ORNAMENTS & DECORATIONS

Floral Regulations: No flowers or plants shall be placed in the columbarium at any time, with the exception of temporary decorations during the memorial service itself, as well as special memorial services, and are subject to the consent of the Church.

Other Ornaments, Decorations: The use of felt, crushed silk, satin, velvet or other cloth in the columbarium area is prohibited. No boxes, cans, shells, toys, wreaths, metal, signs, cards, furniture, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the columbarium, and if so placed, Immanuel reserves the right to have any such articles removed and disposed of without notice.

Remembrance Items: Inside a niche, families may choose to include small remembrances items, either along with the urn or when no cremated remains are inurned. Remembrance items may include small personal articles or items placed in the niche as a memorial. Remembrance items may not include any item that will decay or spoil. Remembrance items may only be placed in the niche at the time of inurnment.

INSCRIPTIONS

Uniformity of Inscribing: The inscribing on each niche front face plate shall be of a uniform size and style as determined by Immanuel.

Conformity of Text: The inscription shall consist only of the name of the decedent, date of birth and date of death. Special insignias are available for U.S. Veterans, etc.

Correctness of Inscription: An Inscription Order Form will be provided by church staff to be completed and signed by the person(s) authorized to do so. This form will include the information to be relied upon in the inscribing of the niche front. Arrangements for the inscribing, in accordance with the name and dates so furnished, will be made by the Church. The cost to correct any inscription error that may occur will be assessed to whichever party is responsible for the error.

CONDUCT OF PERSONS WITHIN THE COLUMBARIUM SITE

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

PROTECTION AGAINST LOSS

The Church may carry insurance for its own benefit upon the Columbarium and contents as it sees fit, however, there is no obligation upon the Church, or the Church Council, or the Committee to provide any insurance for the benefit of niche right owners or heirs or other representatives thereof. Neither the Lutheran Church Missouri Synod, nor the Church, or their clergy, committees, councils, agents, employees or representatives shall be liable for damage to or loss of inurned cremains or remembrance items. The Church shall, to no greater extent than it takes measures to protect its property at its current location, take precautions to protect within the Columbarium the interest of the Subscriber; but the Church distinctly shall not be responsible for loss or damage from causes beyond its control.

CHANGE OF SUBSCRIBER ADDRESS

Subscriber Must Notify the Church Office: It shall be the duty of the subscriber of record, or the heirs, executors or administrators thereof, 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.

MODIFICATIONS AND AMENDMENTS

Exceptions and Modifications: Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, the Committee may make exceptions, suspensions or temporary modifications when the same appears advisable. Any such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.

Amendments: Immanuel Lutheran Church may at any time adopt new rules and regulations, or amend, alter, or repeal any rule, regulation or article, section, paragraph or sentence in these rules and regulations.

These bylaws governing the operation of the Immanuel Lutheran Church Columbarium are hereby adopted effective on June 1, 2017.

Approved by Columbarium Committee member(s):

Francis Sedlacek

Linda Sedlacek

Gerald Austin

Linda Austin