

Royal Lane Baptist Church

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COLUMBARIUM

## **RULES, REGULATIONS & POLICIES**

### **Purpose**

Royal Lane Baptist Church Columbarium is a Columbarium located at Royal Lane Baptist Church of Dallas, Texas (RLBC). It has been created to provide a space for keeping ('inurnment') of cremated remains ('cremains') of deceased church members and other eligible persons. The Royal Lane Baptist Church Columbarium is owned by the Royal Lane Baptist Church of Dallas, Texas.

These Rules, Regulations and Policies hereafter referred to as the Rules are designed to protect the interests of both the individual user and RLBC. Adherence to these Rules will be maintained for the general good in preserving the desirability and beauty of the present, and future, RLBC Columbarium.

These Rules may be changed by agreement of the Board of Trustees for the Columbarium Trust Fund (hereafter known as Board) of RLBC as is deemed necessary.

A Columbarium Coordinator will be appointed by the Board. Appointments must be made with the Columbarium Coordinator or another appointed church staff member to complete all paper work, make payment and select a niche.

### **Fee**

- The fee is \$3,500 per niche
- Financing to purchase a niche may be available on terms and conditions approved by the Board. The entire fee must be paid prior to selection of a niche location or used for inurnment.
- Niches are 8"x 8"x 16" with granite fronts.
- Each niche will hold a maximum of two urns.
- Fee increases may occur when RLBC finds it necessary to do so. Once paid, you will not be assessed any additional fees. The Board shall have the authority to set the price for the purchase of the rights to inurnment.
- The Fee includes inurnment, inscribed urn, niche inscription, and perpetual care of the area.
- The Fee does not include the cost of cremation, transportation or other off-church-premises costs.
- Heirs must make arrangements for the cremations themselves.

- Memorial services can be held at RLBC and must be arranged through the RLBC staff. It is the responsibility of the heirs to make service arrangements with RLBC.

### **Eligibility for Inurnment**

Inurnment in RLBC Columbarium Gardens shall be limited to the cremains of any minister or past minister of RLBC, any present or past member of RLBC, and members of any of the immediate family of an eligible person.

Members of immediate family shall include:

1. Spouse of the member or past member;
2. Parents, step-parents, grandparents or step-grandparents of the member or past member;
3. Children or step-children of the member or past member;
4. Spouses of children or step-children of the member or past member; and
5. Grandchildren or step-grandchildren of any member or past member.

RLBC shall have the authority to approve or deny requests for the inurnments of any other relative of a member or past member, on a case-by-case basis.

### **Applicability**

The purchaser (here after known as Owner) of the Right of Inurnment agrees to the Rules set forth by RLBC or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by RLBC and its successors.

### **Governance**

The RLBC Columbarium will be governed by the Board. They will have oversight responsibility.

RLBC staff will handle the administration of the day to day operations of the Columbarium.

### **Selection of Niches**

Niches shall be assigned in the order that applications are received. The Application shall have a place for the Applicant to designate a preference for an available niche if so desired, at time of purchase. Designated niches will be assigned on a first come first served basis and from available inventory.

All inscriptions will be uniform-name, date of birth, date of death.

### **Urn Requirement**

RLBC will provide the Urn to the Owner when needed properly inscribed as part of the Fee. Cremated remains not in the RLBC Urn will not be accepted. Transference of cremains into the RLBC Urn is the responsibility of the Owner.

### **Permanent Records**

RLBC shall maintain permanent records of all approved applications, the names of the deceased, and location of inurnment in the Columbarium.

### **Owners Obligation to Provide Contact Information**

The Owner of a right of inurnment has an obligation to keep RLBC notified concerning his or her current address and contact information. Neither RLBC, nor the Board shall bear any liability for any action taken without the consent of an Owner of a right of inurnment if the contact information in the inurnment right Owner's file is not current.

### **Purchase of Right of Inurnment**

To purchase a right of inurnment, an eligible person should obtain an RLBC Columbarium packet from RLBC office or RLBC website. The packet or website files will contain a copy of the Rules, and Application, and any other applicable forms.

### **Availability of Rules**

Interested parties may review current Rules, during regular church office hours or on the RLBC website.

### **Exceptions**

Exceptions to these Rules must be in writing and approved by the Board.

### **Subject to Laws**

In addition to Rules set forth the Owner agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of RLBC Application or Rules is in violation RLBC shall be given the opportunity to make the appropriate amendment. RLBC Board reserves the right to amend the specific item or items without affect on other provisions set forth or as may be amended.

### **Columbarium Management**

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of RLBC and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or Columbarium work. RLBC may remove any and all improvements at any time, for any reason.

### **Use of Property**

Niches or cremation sites are for the sole use of human cremated remains. Other uses of cremation space is prohibited. Rights of Inurnment are non-assignable, non-transferable.

### **Identification of Cremains**

RLBC, its employees or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. RLBC acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the church for placement within a cremation space.

## **Errors**

Should cremains be placed in the wrong location RLBC will offer a new location to the Owner or their authorized representative. The Owner or their representative's acceptance of the new space will be the limit of their remedy or redress. RLBC will accept the costs associated with the disinterment and reinterment due to their error. Should a previous claim to Ownership exist for any space resold in error the subsequent purchaser will be given the option of either a refund for all monies paid or that of another available urn space. If, for any reason, the actual space cannot be opened at the time of need RLBC may provide an alternate space, temporarily, so as not to delay the committal service, without liability to RLBC.

## **Right of Acceptance**

RLBC reserves the right to enter into an agreement with any member and their family member and heir family members and friends of the church of record. Exceptions must be approved by the Board.

## **Access to Church Grounds**

RLBC reserves the right to refuse entrance to anyone on the church grounds, to the Columbarium area other than by a property Owner or relative of a property Owner or to any other person or persons it deems objectionable for any reason. RLBC reserves the right to set hours that the Columbarium will be open or available for visiting, or services.

## **Personal Conduct in the Columbarium**

RLBC Columbarium Garden is on the RLBC premises, and all persons in the Columbarium Area are expected to conduct themselves in accordance with customary good decorum as normally observed in a church. Any Minister, staff member or employee of RLBC or member of the Board is empowered to enforce these rules, and to exclude any person(s) violating these Rules.

## **Disturbance of Cremains**

The cremation space or area intended for the sheltering of the Owner's cremains was the expressed wish of the Owner. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer Ownership without a court order from such a court having authority to demand such a change.

## **Decorations**

The RLBC Columbarium will not permit flowers or decorations of any kind.

## **Right to Alter and Use Property**

RLBC reserves the right to change the boundaries and make improvements to the Columbarium as it sees fit.

### **Limitation of Liability and Security**

RLBC and its Board have taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer and services. By making a purchase, the holder of the right of inurnment, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains.

RLBC will make reasonable precautions to protect the Owner from loss or damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Any and all liability of RLBC shall be limited to no more than the amount of the money paid for the right of inurnment.

### **Additions or Amendments**

The Owner recognizes that additions or amendments to these Rules may be deemed necessary by RLBC for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

### **Dissolution of Church/Relocation of Columbarium**

The Owner acknowledges that RLBC cannot guarantee that it will be able to continue operations of its Columbarium indefinitely. If and when the time should arise, for whatever reasons, that the columbarium needs to be relocated, removed, changed or dismantled, that determination will be made at the sole discretion of RLBC. Notification of such actions shall be published in the RLBC newsletter and/or local newspaper at least one month prior to such action. RLBC shall make reasonable, good faith efforts to notify each Owner at the address provided to RLBC. All monies set aside for this contingency shall be under RLBC's control and under no circumstances shall any person or persons be entitled to any refund from RLBC. The Owner, their heirs, representatives, assigns, agents, executor or administrator agree to abide by the decision of RLBC, whatever that might be, for all future time.

### **Verbal Instructions**

RLBC is not responsible for any instructions given verbally. Rights of the Owner are provided on forms proscribed by RLBC and executed in an approved manner, by an agent authorized by RLBC. Verbal instructions or oral statements will not bind either party.

### **Inurnment Hours**

Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. RLBC has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Owner.

### **Funeral Service**

RLBC expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. RLBC, its employees, representatives or agents make no claim that RLBC provides mortuary services or any other service that may require licensing by the State of Texas.

### **Funeral Directors and Embalmers**

RLBC does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming to be funeral directors or embalmers.

### **Reference to Regulations**

Every agreement entered into between RLBC and the Owner will give reference to this document and shall bind the parties to these in their loyalty.

### **Transfer of Ownership**

Transfer of Ownership may be permitted by RLBC if the niche has not been used for inurnment and is transferred to an eligible person as described herein. No other transfer is permitted unless otherwise approved and permitted by RLBC.

### **Use of Cremation Space**

Use of niche space for cremains other than the Owner must be approved, in writing, by the Board and must be the cremains of an eligible person.

### **Contributions**

Any money received by RLBC that is not contingent upon any reservation or use of space or cremation niche package will be termed "contribution".

### **Warranties**

RLBC makes no guarantees or warranties concerning the durability or the expected life or condition of grounds, facilities or products offered to the Owner. RLBC offers these products and services for the sole purpose of providing a means for Christian burial.

### **Agents or Representatives**

RLBC may elect to appoint individuals to serve them in the operations or administration of the Columbarium, at its sole discretion. The duties and powers of any such representative will be under the strict control of the Board but only to the scope encompassed by these Rules. The Board may elect to establish a means of handling emergency, unique or special situations as they may arise without affect on these Rules.

### **Insurance**

RLBC may carry insurance for its own benefit regarding the Columbarium, as it sees fit; however there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment or his/her heirs, beneficiaries, and legal representatives.

## **Columbarium Rules, Regulations and Policies Review**

To ensure continued relevance of the rules, regulations and polices as established in these guidelines, the Board will plan to review this policy when deemed necessary or at least every five years.

Rules, regulations and policies approved on February 22, 2022.

Review and amendments:

Date of revisions and amendments:

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[www.royallane.org](http://www.royallane.org)

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