



Columbarium Guidelines and Policy





Dear Parish Member,

Enclosed you will find paperwork enabling you to reserve the use of a Columbarium Niche for yourself or for a member of your family. I commend you for your consideration and wisdom in making these preparations early. Having this process arranged in advance will comfort the loved ones in your family. We offer the following and ask you to review each of the enclosed forms.

Columbarium Niche Application and Authorization for Inurnment of Cremated Remains

This form reserves the use of a columbarium niche for yourself and/or a member of your family and serves as an advance authorization for the eventual placement of cremated remains within the Columbarium. You may copy this form for additional family members. Please include the fee of \$750 for each application when you return this form, or make your payment on Realm designating "Columbarium."

Certificate of Niche Assignment

When the Church has received your application form along with the required fee, this Certificate will be completed by office staff and returned to you for safekeeping and inclusion in the instructions you leave for your family on your passing or, if the application is made by a family member on behalf of a deceased parishioner or family member, will be returned to the Applicant. The Church will retain a copy as well.

Columbarium Guidelines and Policies

This document details the policies concerning eligibility, payment of fees, assignment of niches and inurnment of ashes within the niches. It includes the rights and responsibilities of the Church. The policies are provided to ensure fair and equitable access for the benefit of our parishioners and the protection of the Church

Faith Episcopal Church Gift Policy

We are also providing you with a copy of the Church's Gift Policy for your information. All charitable giving to the Church must comply with this document for potential liability purposes.

If you have any questions or would like to discuss anything connected with the Columbarium, please call the Church Office or send an email to faithec@faithec.org. I will be happy to talk to you at your convenience.

Faithfully,

The Rev. Tom Gartin
Priest-in-Charge

**COLUMBARIUM NICHE RESERVATION AND
AUTHORIZATION FOR INURNMENT OF CREMATED REMAINS**
In the Columbarium at Faith Episcopal Church
Cameron Park, California

Application is hereby made to reserve a Columbarium Niche for the following individual:

(clearly print name as it should appear on the Columbarium nameplate)

(Date of Birth)

I understand that use of the inurnment rights for urns within the Columbarium shall at all times be subject to the *Faith Episcopal Church Columbarium Policies and Procedures* and the *Faith Episcopal Church Gift Policy* as in effect at the time of this Application, copies of which I acknowledge having received, read, and understood. My signature below constitutes my acceptance of the terms and conditions contained therein.

The following two nearest relatives or responsible parties should be contacted for any issues addressed within or relating to this Authorization:

Name: _____

Street Address: _____

City State and Zip Code: _____

Telephone: _____ Email: _____

Name: _____

Street Address: _____

City State and Zip Code: _____

Telephone: _____ Email: _____

Niche space requested: _____

Reservation Fee: \$750 Paid by: Check _____ Credit Card: _____ Cash: _____

I authorize the inurnment of the cremated remains of the individual for whom this Application is made into the columbarium niche assigned as a result of this Application. In the absence of any other documentation, this authorization shall be considered evidence of my intent for the disposition of said individual's remains upon his or her passing.

Signature of Applicant: _____ Date: _____

Print Name: _____ Relationship: _____

*Columbarium and Reservation Application for
Faith Episcopal Church
Cameron Park, California*

For Office use:

Name: _____

Niche Assigned: _____

Certificate of Niche Mailed:

To: _____

Address: _____

By: _____ *Title:* _____

Date of Death: _____

Cremated Remains received from:

Name: _____ *Date:* _____

Copy of Permit Received from:

Name: _____ *Date:* _____

Date of Inurnment: _____

Faith Episcopal Church COLUMBARIUM POLICIES AND PROCEDURES

I. Eligibility

- a. Eligibility is limited to members of Faith Episcopal Church, Cameron Park ("Church") and to members of their immediate families.
- b. Only human remains will be inurned in the Columbarium.

II. Payment

- a. The Church does not engage in the sale of anything, nor is it in competition with any service or profession.
- b. The fee remitted to the Church does not constitute a sale of property, but is received solely for the provision of an inurnment space, the urn, and the plaque.
- c. A portion of the fee reimburses the Church for the actual cost of the Columbarium structure, niches, and urns, as well as possible future expansion or relocation.
- d. The remainder of the fee remitted provides for the Columbarium's perpetual care.
- e. The Applicant may reserve a niche once \$750 is remitted and the Church approves his or her *Columbarium Niche Reservation and Authorization for Inurnment of Cremated Remains* form.
- f. No additional assessments or charges shall be made by the Church.
- g. All sums remitted to the Church for inurnment in the Columbarium shall comply with the *Faith Episcopal Church Gift Policy* as in effect at the time the application for inurnment is made.
- h. Once assigned, a Columbarium niche can only be surrendered back to the church, together with any sums previously remitted to the Church to reserve use of the assigned niche. In cases of nonuse, or if the Applicant or his or her family decide to make alternative arrangements elsewhere:
 - i. All sums previously remitted shall be redirected to the general restricted Columbarium fund or for other appropriate Church use in compliance with the *Faith Episcopal Church Gift Policy* in current effect.
 - ii. In the sole discretion of the Rector/Priest in Charge, however, reassignment of the use of the reserved niche to an immediate family member of the applicant, or full or partial refunds can be made when requested and deemed appropriate by the Rector/Priest-in-Charge.

III. Assignment of numbered niche space.

- a. Location assignment is on a "first come, first served" basis.
- b. Requests will be honored as niches are available.
- c. Adjoining niches can be reserved for family members if niches are available.
- d. The Church will provide a *Certificate of Niche Assignment* as a record for the Applicant or the Applicant's family to keep.
- e. The Church shall maintain a permanent record of niche assignments.

IV. Urns

- a. The urn shall be provided by the Church. The Columbarium niche is of a standardized and uniform size. No substitutions of decorative or other urns may be made.

- b. The plaque for the urn shall be provided by the Church. No other plaques may be substituted for use other than the standardized plaque provided by the Church.

V. Inurnment (Placement of the Cremated Remains Within the Niche)

- a. Arrangements for inurnment shall be under the direction of the Rector/Priest in Charge and in consultation with the family.
- b. Neither the Church nor the Rector/Priest in Charge is responsible for coordination with the crematory or for any permitting required by responsible government authorities for cremation, or for ensuring the identity of the presented remains that are to be inurned.
- c. Removal of the cremated remains from the Columbarium shall be permitted only upon presentation of the appropriate documents required by governmental authorities for such removal.

VI. Title and Rights Reserved and Retained by the Church

- a. Legal title to all Columbarium niches and the Columbarium structure itself shall remain with the Church.
- b. The Church reserves the right to move the Columbarium to another location within the precincts of the Church property, to enlarge or remodel the Columbarium, or build a new columbarium in a new location and abandon the use of the existing Columbarium. In any of these events, if the assigned niche is affected, the Church will substitute for the assigned niche another of substantially like size and character, in which event the Applicant shall have the same rights in such substituted niche as granted hereby. In such cases, the Church shall make no additional assessments or charges.
- c. The Church affirmatively reserves all rights not otherwise specifically addressed elsewhere in this *Columbarium Policies and Procedures* as in effect or as may be amended from time to time, regardless of whether existing at the time Application is made for inurnment or arising in the future.

VII. Responsibilities of the Church

- a. The Columbarium shall receive perpetual care and shall be maintained in good condition. The Church will take all reasonable precautions against defacement of the niches.
- b. In the event that the Church or Columbarium is relocated or ceases to operate, or in the event of destruction of the Church or Columbarium resulting from fire, flood, or Act of God, the Church will make all reasonable attempts from the records available to it to contact relatives of those inurned and will re-inurn the cremated remains within the relocated or reconstructed facility or the precincts of another Episcopal church. If such is not available, the Church will cause the cremated remains to be released to the family of the deceased or disposed of in a Christian and legal manner.

VIII. Discretion of the Rector/Priest in Charge

- a. The Rector/Priest in Charge shall have complete pastoral discretion over all requirements pertaining to inurnment in the Church's Columbarium including, but not limited to, complete discretion to:
- b. Deny any application for inurnment in the Church's Columbarium; and
- c. Refund or waive payment of all or a portion of the \$750 application fee in cases of financial hardship, changed conditions following application for inurnment in the Church's Columbarium, or any other appropriate circumstances.

COLUMBARIUM PAYMENT AGREEMENT

[illegible]

**CERTIFICATE OF NICHE ASSIGNMENT
FOR THE INURNMENT OF CREMATED REMAINS
In the Columbarium of Faith Episcopal Church
Cameron Park, California**

Faith Episcopal Church of Cameron Park, California, a non-profit corporation organized under the laws of the State of California, and owning and maintaining a Columbarium in its Church precincts at 2200 Country Club Drive, Cameron Park, California 95682, in consideration of the sum of Seven Hundred Fifty Dollars (\$750) received of

_____ (the Applicant)

for the cremated remains of

_____ (the "Niche User")

grants to the Niche User the sole and perpetual use of Niche _____ as shown on the plans or diagrams of the *Faith Episcopal Church Columbarium Policies and Procedures* heretofore and hereafter adopted by the Vestry of Faith Episcopal Church.

Faith Episcopal Church reserves to itself the right to enlarge or remodel its Columbarium, or to remove the same and build a new Columbarium in a new location and abandon the use of the existing Columbarium, and in any such event if the Niche specified above is affected, Faith Episcopal Church shall substitute for the Niche specified above another of substantially like size and character, in which event the Niche User shall have the same rights of use in such substituted Niche as granted hereby subject to the terms, conditions, limitations, and provisions hereof.

It is hereby mutually agreed that the inurnment rights of use for urns within the Columbarium granted do not create any property rights in the Niche User named herein, or in any of his or her successors in interest or designees.

In Witness Whereof, Faith Episcopal Church has caused these presents to be subscribed by its duly authorized officers on this _____ day of _____, 20_____.

Faith Episcopal Church, by:

(Rector/Priest in Charge)

(Senior Warden)

FAITH EPISCOPAL CHURCH GIFT POLICY

- A. The Vestry of Faith Episcopal Church, with an understanding of its mission and responsibilities for accepting gifts on behalf of the Parish, has established the following Gift Acceptance Guidelines.

The Gift Acceptance Guidelines' purpose is to give guidance and counsel to those individuals within the Parish's community concerned with soliciting and accepting gifts. All gifts are to be accepted or declined in accordance with the policies set forth in this document.

To prevent misunderstandings and conflicts, these guidelines should be viewed as reasonably flexible and realistic in order to accommodate unpredictable fundraising situations and donor expectations. Such situations and expectations, however, must be consistent with the Parish's mission and within current guidelines and standards.

B. Gift Acceptance Committee

The Finance Committee of the Parish's Vestry of Faith Episcopal Church is responsible for formulating, implementing and amending the gift acceptance policies of the Parish. Members of the Committee will include the current Sr and Jr Warden of the Vestry and the Treasurer of Faith Episcopal. Outside of the vestry shall be at least 3 members of the parish appointed by the Rector.

- 1 A specific member of the Committee or other individual(s), such as a consultant or legal advisor, may be designated to accept or negotiate gifts. Those designated to accept or negotiate gifts must follow the guidelines set forth in this document, particularly when negotiating or, when authorized, entering into endowment agreements, trust agreements and other restricted-gift agreements, or deferred gift agreements.
- 2 Gift acceptances that are not clearly defined in these Guidelines are to be brought, with recommendations by the Vestry Finance Committee, to the Vestry of Faith Episcopal Church for review and decision

C. Acceptance of Gifts and Grants

- 1 The Parish will accept only gifts and grants which are consistent with the core values of the Parish, and which are:
 - a. compatible with the mission of the Parish and its programs and activities;
 - b. in compliance with the current version of the Internal Revenue Code and other federal statutes, regulations, rulings, or court decisions that stipulate the conditions under which contributions can be tax-favored;
 - c. in compliance with statutes in the State of California and other state regulations which stipulate the conditions under which contributions can be given and received;
 - d. compatible with the Parish's tax-exempt status; and
 - e. in conformity with the Parish's Gift Acceptance Guidelines.
- 2 Unless a specific exception is recommended by the Finance Committee and accepted legally in writing, the Vestry will not accept any gift which:

- a. violates any federal, state or local statute or ordinance;
- b. creates a fund to provide for scholarships, programs, or other Parish activities with restrictive clauses that might be incompatible with the mission of the Parish, or that reserves to the donor or his/her representative the right to designate the individual recipient;
- c. commits the Parish to name a fund where the gift is potentially revocable in any way;
- d. requires the Parish and its administration to employ a specified person at a future date;
- e. contains unreasonable conditions on gifts of partial interests and property; or
- f. requires dues payments or conference fees for a family member of the donor; or requires the payment of maintenance costs or other expenses (e.g. debt service) for which no specific provision has been made.

D. Gift Definition and Valuation

- 1 A gift is defined as a voluntary transfer of assets from a person or an organization to the Parish where no goods or services are expected, implied or forthcoming for the donor.
- 2 Gifts usually take the form of cash, publicly traded securities, real property or personal property. The following criteria generally identify a gift:
 - The gift is motivated by charitable intent.
 - The gift is an irrevocable transfer of assets.
 - Gifts are not generally subject to an exchange of consideration or other contractual duties between the Parish and the donor.
- 3 Generally, funds received from individuals, closely held corporations, family foundations, donor advised funds or charitable gift foundations will be classified as gifts. Funds received from corporations, corporate foundations, and major foundations are classified as gifts unless the grant requires performance or other consideration.
- 4 Gift valuation-- The value is determined either by the actual value, if received by the Parish in cash, or by the market value of the assets determined on the date the publicly traded securities, real or personal property are sold (deemed received). A receipt of sale from a professional market place corporation will be added to the records of the parish and used for the tax gift notice to the donor.
- 5 A receipt of gift value will be given to the donor dated no later than 12/31 of the calendar year the gift was deemed received.

E. Disposition of Gifts

Gifts of any form are donated for unrestricted or restricted purposes. All gifts will be as soon as reasonably possible converted to cash and placed in the Parish account for future disposition.

- 1 Unrestricted Gifts – Unrestricted outright gifts are used for purposes of Faith Episcopal Church Cameron Park, CA
- 2 Designated Gifts – Designated gifts are usually made by donors who direct that the gift be made for a specific purpose within the operating budget or the Capital Budget with no restriction on timing or investment application before usage of such designation.
 - a. If while cash of the gift is invested, the corpus gift earns additional dollars in the investment fund account(s), the additional dollars may be used at the discretion of the Vestry for the benefit of the original gift designation—either operating or capital expenditures.
 - b. If while cash of the gift is invested, the corpus gift has a loss of capital of the corpus, the vestry should review on a quarterly basis. If by advice of counsel, the vestry decides to withdraw from the investment to move to an account with no future loss of capital potential; the loss of capital does NOT need to be replaced to the corpus amount.

F. Change of Designation of gift Restriction

1. A written understanding with the donor(s) regarding the non-designated or designated use, stating that the gift will be consistent with the mission of Faith Episcopal Church will be developed between the Vestry and the donor(s). This will be delivered to the donor no later than 6 months after receipt of gift.
 2. In the rare event the designated reason for the gift no longer exists or is applicable to the Mission of the Parish; the process for change of use is as follows:
 - a. Research will be taken and reported to Vestry regarding similar type of designation which could be tailored to original intention of gift.
 - b. Vestry decides whether to recommend this new usage
 - c. A communication to the original owner stating the reason for the change will be sent before change is completed
 - d. If the donor is deceased or for other reasons not available to discuss the designation's changes, appropriate legal steps will be taken to change the restriction.
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