

**ALL SAINTS' CHURCH
CHEVY CHASE, MARYLAND
MEMORIAL COLUMBARIUM
RULES AND REGULATIONS**

I. DEFINITIONS

A. Church:

The word "Church" as used herein shall refer to All Saints' Church of Chevy Chase, Maryland.

B. Columbarium:

The term "Columbarium" as used herein shall refer to the Memorial Columbarium located in the Church's inner courtyard. The Columbarium will contain Niches for the interment of cremated human remains.

C. Vestry:

"Vestry" shall refer to the Vestry of the Church.

D. Rector:

"Rector" shall refer to the rector of the Church, or in the event there be no rector, then it shall refer to the Senior Warden.

E. Wardens:

"Wardens" refers to the Junior Warden and the Senior Warden of the Church.

F. Secretary:

"Secretary" refers to the Secretary of the Columbarium. The Secretary shall be a member of the Church staff and shall maintain appropriate records for the Columbarium under the supervision of the Rector and Committee.

G. Committee:

As used herein, "Committee" shall refer to the Columbarium Committee of the Church.

H. Niche:

One of several rectangular spaces in a permanent, specially constructed framework, each Niche having: (1) the capacity to hold two urns, in which cremated remains are placed; and (2) a uniform covering for the Niche opening upon which an identifying inscription is engraved.

I. Interment:

As used herein, the placement of cremated remains in their final resting place in a Niche.

J. Interment Owner and Subscriber:

An interment owner is one who has a right to use a Niche for that person's cremated remains. A subscriber is a person who purchased a Niche for the use of another person.

K. Immediate Family:

As used herein, the term "Immediate Family" shall refer to parents, spouses, and children.

II. GENERAL SUPERVISION OF COLUMBARIUM

A. General Planning:

The Columbarium is a part of the Church, which operates under the direction of the Rector and Vestry. They, in turn, have delegated some of their powers to the Committee with respect to operation of the Columbarium. The Committee is authorized to provide a set of rules and regulations for the operation of the Columbarium and to recommend any changes that may be required from time to time in such rules and regulations. The original rules and subsequent changes recommended by the Committee shall become effective when ratified by the Vestry. The Committee shall make an annual report to the Vestry at the Vestry's February meeting. Such report will include a financial accounting of revenues and expenditures and a description of all activities related to the Columbarium for the past year, and any plans for the future.

B. Committee:

This Committee shall consist of at least three members. Each member shall serve a term of three years with the Vestry replacing a member each year or upon any vacancy. Potential Committee members shall be nominated by the Vestry Executive Committee and elected by the Vestry during the second regular Vestry meeting after the Church's annual meeting. The Committee is authorized by the Vestry to elect its own chairman, vice chairman and registrar subject to confirmation by the Vestry. The members of the Committee shall each serve at the pleasure of the Vestry.

C. Superintendence of Property:

The Columbarium, as part of the premises of the Church, shall be under the day to day direction and supervision of the Junior Warden. All questions regarding the day to day operations of the Columbarium shall be referred to him or her, or the Secretary or such person on the Church staff, either clergy or lay employees, as the Rector may designate.

D. Admissions to the Columbarium:

The right to admission and use of the Columbarium and courtyard facilities shall be under the exclusive supervision and control of the Rector and the Vestry.

E. Annual Memorial and Memorial Columbarium Register:

The faithful departed interred in the Columbarium will be memorialized annually during the regular service of the Church on All Saints' Day. Alternatively or additionally, at the discretion of the Rector, the faithful departed may be remembered at the anniversary of their death at a daily or Sunday service nearest the anniversary date. The Church office will maintain a Memorial Columbarium Register which will include any brief personal histories on each person interred which had been submitted by the interred persons or their survivors.

F. Perpetual Care Fund:

Funds from the sale of Niches shall be a part of the Church treasury. The Vestry will establish a perpetual care fund for the upkeep of the Columbarium and courtyard which will include the following:

- (1) Routine maintenance
- (2) Seasonal plantings
- (3) Inscription of covering and related costs
- (4) Interment service and installation of engraved coverings following interment
- (5) Insurance as required
- (6) Future additions, modifications or repairs
- (7) Other uses at the discretion of the Committee, Vestry and Rector

G. Secretary

A Secretary of the Columbarium shall be designated by the Rector, with the advice and consent of the Committee. The Secretary shall, under the supervision of the Rector and Committee, maintain appropriate records of all purchases and transfers for the Columbarium, purchase agreements, engraving authorizations, certificates of interment rights, the Memorial Columbarium Register, and all other forms and records pertaining to

the Columbarium.

III. INTERMENTS

A. Nature of Rights Conveyed

The Right to interment in the Columbarium is a personal contractual right. It shall not be deemed an interest in personal property, nor an interest in real property. The Columbarium, and all Niches, are and shall remain, property of the Church.

B. Subject to Laws:

Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to all applicable orders, regulations, and laws.

C. Eligibility:

Interment in the Columbarium is available upon application to the Church Office and subject to the sole discretion of the Committee, Senior or Junior Warden and Rector. The general eligibility will be to past or present members in good standing of the Church, as defined by the Vestry, who were members in good standing for a period of two years prior to application or death and to that person's immediate family (spouses, parents and children). Subscribers and persons not members in good standing of All Saints' Church must make application requesting an exception to these requirements. All current and past Rectors (and Priests-in-Charge) of the Church and their immediate family are eligible without being subject to the membership requirements. The Rectors, after consultation with the Wardens, shall have discretion to grant interment rights to persons not otherwise eligible for reasons of Christian charity. An interment owner of a Niche for one urn can apply to accommodate a second urn in the same Niche for a family member who meets the eligibility requirements.

D. Subscriber Designation of Interment Owner:

A subscriber shall designate the person who will be the interment owner. The person designated must meet the eligibility requirements set forth above.

E. Vacating and Surrendering Rights to Interment:

If a Niche is voluntarily vacated or the right to inter is surrendered, all rights with respect to such Niche revert to the Church without reimbursement for any consideration paid for the Niche. If a person who is an interment owner passes away and the person's remains are not placed in the Niche within one year from the person's death, the Niche will be considered to be voluntarily vacated. If a Niche has not been used for 50 years after purchase, the Niche will be considered as voluntarily vacated if, after reasonable attempts, the Church cannot locate the family. Reasonable attempts shall include sending a letter to the last known address of the interment owner and family and publishing a

notice at least once a week for three successive weeks in a parish publication(s). The interment owner shall have the option to request an extension to the 50 year period by making written application to the Church office.

F. Arrangements for Interment, Rights of Refusal and Requests to Open Niches:

The Rector shall have complete responsibility for all religious services of committal. Sufficient and proper notices of intended interment shall be given to him or her, and only such religious services as he or she may conduct, or give permission for, may be performed as part of the interment. The interment shall be in the manner as directed by the Rector.

The Rector reserves the right, after consultation with the Committee and the Vestry, to refuse interment in any Niche and to refuse to allow the opening of any Niche for any purpose. Requests to open a Niche must be made in writing to the Registrar of the Committee and should be by the interment rights owner of record, heirs, devisees, executors, or administrators.

G. Application for Interment and Certificate of Interment Right:

The Secretary shall maintain forms for persons interested in purchasing a Niche. A prospective subscriber or interment owner shall complete the form of application and submit it to the Secretary. The Committee shall review such requests and notify the applicant of acceptance or denial, the price for the Niche, and furnish all other necessary forms and papers, which may include a purchase agreement and engraving authorization. Upon receipt of a signed purchase agreement, engraving authorization, and payment as specified in Part III, section K, the Committee and Rector shall issue a Certificate of Interment Right.

H. Orders Given by Telephone:

Applications may not be made by telephone. If it is necessary to provide any information or give any instructions by telephone, the Secretary, Committee and the Church shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of proper and precise written instructions as to either the inscription for the engraving or the location of a Niche where interment is desired.

I. Not Responsible For Permit Or For Identity:

The Church and the Committee shall not be responsible for any interment permit nor for the identity of the person whose cremated remains are sought to be interred.

J. Niche Size and Capacity:

Capacity of each Niche is limited to two urns. The Niches will be approximately

11" x 11" x 14" deep. It is the responsibility of interment owners to provide urns that fit in the Niche.

K. Prices Charged for Niches and Payment:

A price schedule for Niches, engraving, and removal of a cover for a second person to be interred shall be proposed by the Committee, approved by the Vestry, and published for availability in the Church office to all who request such information. The price schedule may be changed at any time. The price schedule will include a conversion price for an interment owner of a Niche for one urn to include a second urn. The Committee and Vestry are authorized at their discretion to allow payments in installments by a schedule they agree upon. Any additional engraving to be done to a Niche cover after initial purchase shall be at an additional cost to be borne by the interment owner or heirs, which cost shall be determined by the Committee and Vestry. All past Rectors and current Rectors and their immediate families are exempted from paying for a Niche or Niches, as well as any persons who received interment rights for reasons of Christian charity.

Except for the Rector (or Priest-in-Charge) and his or her immediate family, and any person who receive interment rights for reasons of Christian charity, no interment shall be permitted in any Niche not fully paid for.

L. Interment Permits:

Any governmental permits for interment required by any applicable law must be secured and furnished by the Niche owners, their family, or the funeral director employed by them.

M. Urns:

Interments in the Niches may be made only in urns that meet the requirements for the space available in the Niche. The cost of the urn, cremation, and all related expenses are not the responsibility of the Church. The Committee, Vestry, and Rector reserve the right to refuse to accept an urn which, in their judgment, will not provide proper interment for cremated remains.

N. Sealing of Niche:

Because the material used to seal the Niches must be handled by a professional contracted by the Church, the Niche may not be sealed at the time of the committal service. In the event that the Niche is not immediately sealed, the urn will be placed in a secure place by All Saints' Church for safe keeping. As soon as the contractor is available, and weather permitting, the Niche will be sealed.

IV. DISINTERMENTS AND REMOVALS

A. Removal For Profit Prohibited:

Removal by the heirs or successors in interest of a cremated remains may not be made so that the Niche interment rights may be sold for profit to themselves. Removal contrary to the express or implied wish of the original certificate holder is absolutely forbidden.

B. Change of Niche Location:

Subject to approval by the Committee, a cremated remains and the Niche covering may be removed from its original Niche to a different Niche in the Columbarium at the cost of the person making the request.

C. Termination of Rights to Inter, Relocation of Urns, Continuance:

In the event the present Church edifice is demolished, the ownership of the Church property is transferred, or the Columbarium is discontinued, (a) the right to inter shall terminate without any refund or liability to existing interment right owners; (b) the Vestry or its successors shall exercise all reasonable efforts to locate and notify surviving heirs and afford them 90 days for the opportunity to remove the urns; (c) the Vestry or its successors shall not otherwise dispose of the urns within three years after the Columbarium is discontinued for any reason.

In the event that the Vestry determines that it is necessary to change the location of the Columbarium or to discontinue the use of any portion thereof either temporarily or permanently, the Vestry may in its discretion remove the urns in any Niche or Niches and relocate them in other suitable places and in such location or locations as the Vestry in its sole discretion may deem fit and proper.

V. TRANSFERS AND ASSIGNMENTS

A. Consent of Committee:

No transfer or assignment of interment rights in any Niche shall be valid without the consent in writing of the Committee and the Rector first endorsed upon such transfer or assignment and the surrender of any existing certificate of interment rights to such Niche.

B. Right of First Refusal:

The Committee retains the right of first refusal to purchase the interment rights in

any Niche from any owner of said rights at the then current standard purchase price or the original purchase price whichever is the lower, prior to the transfer or assignment of said rights to any other owner.

C. Indebtedness:

No transfer or assignment of the rights to any Niche shall be recognized as long as there is any indebtedness due for the Columbarium from the recorded rights owner.

VI. FLOWERS, ORNAMENTS, DECORATIONS

A. Floral Regulations:

The only flowers or plants which may be placed in the Columbarium area at any time shall be those as directed by or acceptable to the Committee. Remembrances, in the form of flowers or plants or otherwise as may be authorized from time to time by the Committee, may be placed in the Columbarium only in such places as may from time to time be designated by the Committee and may be removed at any time by like authority, and shall at all times be subject to the control and regulations of the Committee.

B. Prohibited Ornaments:

The use of felt, crushed silk, satin, or any other cloth in a Columbarium Niche is prohibited. The placing of boxes, cans, shells, toys, wreaths, metal designs, ornaments, signs, cards, furniture, cases, pictures, artificial flowers, flags, or any other such article, emblem or ornament shall not be permitted on or near the Columbarium, and if so placed, the Committee reserves the right to have same removed and disposed of without notice or liability to the owner and without liability to the Church, Columbarium, or the Committee.

VII. INSCRIPTIONS

A. Uniformity of Engraving:

The engraving upon each Niche plaque shall be the uniform size and style as determined by the Committee. The purchase price of interment rights shall include the cost of such engraving.

B. Conformity of Text:

The maximum inscription for a person shall consist of three lines of no more than 25 characters per line, including spaces and punctuation, in the following form:

SURNAME

FIRST NAME, MIDDLE NAME

DATE OF BIRTH

DATE OF DEATH

If the remains of two persons will be in the same Niche, there will be two additional lines for Christian name and dates, and a third additional line if the surname will be different.

C. Correctness of Inscription:

An Engraving Authorization form will be provided by the Secretary to be filled in by typewriter or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the engraving, in accordance with the name and dates so furnished, will be made by the Secretary. The Secretary, Committee, and Church shall be responsible only for such errors in the inscription as might be made by the engraver in deviation from the name and dates as filled in on the signed inscription form.

VIII. PERSONAL CONDUCT IN THE COLUMBARIUM AREA

A. Part of the Church:

The Columbarium in the Courtyard is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in an Episcopal Church.

B. Enforcement of Rules:

The Rector and the Wardens are hereby empowered to enforce all rules and regulations and to exclude from the property of the Columbarium any person violating the same.

IX. PROTECTION AGAINST LOSS

A. Insurance:

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Vestry sees fit; however, there is no obligation upon the Church or the Columbarium Committee to provide any insurance for the benefit of interment right owners.

X. INTERMENT RIGHTS OWNERS' ADDRESS CHANGES

A. Owners Must Notify Church Office:

It shall be the duty of the interment rights owner, his or her heirs, executors, or administrators to notify the Secretary at the Church office of any change in the post office address maintained by the Secretary. Notice sent to an owner of interment rights 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 is specified in these rules.

XI. EMPLOYEES

A. Employees:

Employees of the Church shall not execute any work or carry out any orders except upon order of the Rector or of such person on the Church staff to whom the Rector has delegated the power to superintend the Church and/or Columbarium properties. No employee shall lend the tools, implements, or equipment used for the Columbarium, nor accept tips or gratuities. It shall be the duty of employees to refer persons desiring their services to the Rector or to the person to whom the Rector has delegated authority.

XII. LIMITED LIABILITY

A. Limited Liability:

Neither the Church nor its employees, the Rector, the Wardens, any Vestry member, or any Committee member shall be liable for any claim or damages arising in conjunction with the Columbarium or from any cause except for loss resulting from the gross negligence or willful misconduct of said party or parties. In any event, the amount recoverable for such claim or damages shall be limited to the total amount paid by the interment rights owner for said rights and, due to the difficulty of determining the extent of any such recoverable amount, said interment rights payment amount shall constitute the entire liquidated damages thereof. In no event shall the Church or its employees, the

Rector, the Wardens, any Vestry member or any Committee member be liable for any indirect, special, or consequential damages arising out of services furnished in conjunction with the Columbarium.

XIII. MODIFICATIONS AND AMENDMENTS

A. Exceptions and Modifications:

Special situations may arise in which the literal enforcement of a rule may impose unnecessary hardship. Therefore, upon recommendation of the Rector, the Committee may make exceptions, suspensions or temporary modifications in any of the rules and regulations when the same appear advisable, and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.

B. Amendments:

The Committee 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, provided, however, that any such change, addition, or repeal shall not become effective until ratified by the Vestry.

C. Severability:

If any provision hereof shall be held by duly constituted authorities to be invalid in whole or in part, these rules and regulations shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and in effect.

These Rules and Regulations for the Memorial Columbarium of All Saints' Church, Chevy Chase, Maryland were RATIFIED THIS ____ DAY OF _____, 2002, at a meeting of the Vestry of the Church.

Confirmation of ratification:

William H. Freund
Senior Warden

Date: _____

William Robertson
Junior Warden

Date: _____