

Woodland Columbarium

RULES AND REGULATIONS



**RULES AND REGULATIONS FOR OPERATION OF THE COLUMBARIUM
OF WOODLAND BAPTIST CHURCH
OF SAN ANTONIO, TEXAS**

1. Statement of Purpose

- 1.1 **Purpose:** Woodland Baptist Church of San Antonio, Texas (hereinafter “Church”), in furtherance of its ministry to provide for the spiritual well-being of its members, establishes The Woodland Baptist Church Columbarium (hereinafter “Columbarium”). The Columbarium of the Church is for interment of the ashes of the cremated human dead, and will be a final consecrated resting place and memorialization of those interred there. The Columbarium will also extend the relationship between the Church and its family of members over the generations. To these ends and reasons, the Church publishes these Rules and Regulations.
- 1.2 **General Planning:** The Columbarium is part of Woodland Baptist Church, San Antonio, Texas, which operates under the direction of its Church Council. It, in turn, has delegated certain powers to the Columbarium Ministry Team (the CM Team) with respect to the operation of the Columbarium. The CM Team 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 CM Team shall become effective when ratified by the Church Council.
- 1.3 **Care:** The Church will use reasonable care and efforts to protect all urns deposited in the Columbarium that the Church will maintain to the same extent as the Church maintains other parts of its church property. The Church distinctly disclaims all responsibility and shall be relieved from any liability for loss or damage from causes beyond its reasonable control, including, without limitation, damage caused by the elements, acts of nature, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, terrorism, invasion, insurrection rights, or order of any military or civil authority, whether the damage be direct or collateral.

2. Interments

- 2.1 **Subject to Laws:** In addition to these rules and regulations, all interments, disinterments, 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 the Church is provided pursuant to such laws, rules, and regulations.

- 2.2 **Eligibility:** Interment in the Columbarium will be available to any member or former member of the church, ordained Baptist ministers, employees and former employees of the Church, and spouses, parents, children, and grandchildren (natural, adopted, foster or step) of the above-stated persons.
- 2.3 **Fees:** A fee shall be collected by the Church for each primary use of the Columbarium. Such fees are stated in the Schedule of Fees, attached hereto and incorporated herein by reference.
- 2.4 **Exclusive Right to Use:** A Purchaser of a niche shall pay the cost of the niche and shall be entitled to name one or two persons whose ashes are to be interred in that niche, provided that the named person or persons are eligible under the terms set forth in these Rules and Regulations. The Purchaser's privilege may not be sold, assigned or transferred by operation of law or bequeathed except with the written permission of the Church Council.
- 2.5 **Arrangements for Interment:** The Pastoral Staff shall have complete authority for all religious services of committal to interment. Sufficient and proper notices of intended interments shall be given to the Pastoral Staff, and only such religious services as the Pastoral Staff may conduct or give their permission for may be performed. The interment shall be in the manner directed by the Pastoral Staff.
- 2.6 **Application to Purchase Niche:** Application to purchase a niche for interment shall be made in writing by the Purchaser on forms provided by the CM Team or the Pastoral Staff. The CM Team will act on the application promptly upon submission and shall approve or disapprove each application and agreement in its sole discretion pursuant to these Rules and Regulations. Applications approved by the CM Team shall be processed in accordance with these Rules and Regulations. If the application is disapproved, the Church will return the tendered fee.
- 2.7 **Responsibility for Identity:** The Church and the CM Team shall not be liable for ensuring the identity of the person whose cremated remains are sought to be interred.
- 2.8 **Payment Requirement for Interment and Engraved Inscription:** No interment shall be permitted in any niche or engraved inscription made upon the face of any niche without prior payment of the full purchase price, except by written consent of the Church Council. In the event such consent is given, any and all interments in any niche shall be considered temporary, and no rights shall be acquired by the Purchaser until payment of the full purchase price is made.

- 2.9 **Limitations of Each Niche:** Size of niches allows cremated remains of only one or two persons to be interred in each niche.
- 2.10 **Interment Permits:** Any permits for interment required by applicable federal, state, or local laws must be secured and furnished by the Purchaser, the family of the decedent, or the funeral director. In no event shall the Woodland Baptist Church be responsible for acquiring any such permits.
- 2.11 **Urns, Inscriptions:** Interments in the niches may be made only in the urns approved by the CM Team in behalf of the Church. Included in the niche purchase fee is an approved, basic urn furnished by the Church, and an engraved inscription on the niche. However, in addition to and without reducing the niche purchase fee Purchaser may provide from another source an urn or urns that meet the specifications of the Church as to size at Purchaser's sole expense. In such event, Purchaser shall deliver to the Church the purchased urn or urns with ashes included at time of interment. Each urn will consist of a closed container that will provide permanent interment and which can be fitted in the niche space available for the urn. The faces of the niches will be engraved with the name or names and date or dates of birth and death of the person or persons whose remains are to be placed within the niche. The provision of accurate names and dates will be the sole responsibility of the Purchaser. Date of death will be engraved on the face of the niche at time of interment.
- 2.12 **Opening and Closing of Niches:** Woodland Baptist Church will arrange for the opening and closing of niches at the time of interment. Cost is included in the purchase price of the niche. Niches shall be opened, closed, and secured only by the Church Staff and will remain securely closed at all other times.

3. Disinterments and Removals

- 3.1 **Removal for Profit Prohibited:** Removal of cremated remains so that the niche interment rights may be sold for profit, or removal contrary to the express wish of the original Purchaser, is repugnant to the ordinary sense of decency and is absolutely forbidden.
- 3.2 **Removed from Niche Location:** Cremated remains and the inscriptions may be removed from the original niche in the Columbarium upon written consent of the CM Team. If the move is requested by Purchaser, then Purchaser will be charged the current cost of removal. If the move is at the convenience of the Church, there will be no charge.

- 3.3 **Movement of the Columbarium:** In the event the Church is moved to another location, it shall be the responsibility of the Church Council to provide facilities comparable to those then existing for the re-depositing of the remains committed to its care, and the Church Council shall exercise reasonable effort to locate and notify surviving heirs as to the new location. In the event that 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 inter shall terminate;
 - (b) the Church Council, or its successors, shall exercise reasonable effort to locate and notify surviving heirs, and afford them the opportunity to remove the remains; and
 - (c) the Church Council shall not otherwise dispose of the urns within three (3) years after the Columbarium facilities are discontinued for any reason.

4. Transfers or Re-Assignments

- 4.1 **Unilateral Transfer by Purchaser Prohibited:** All rights conferred by a Certificate of Interment Rights shall be specific to the Purchaser and shall not be assignable or transferable by unilateral act of the Purchaser. This includes any exchange for value, *inter vivos* gift, testamentary transfer, or pledge as collateral for any loan.
- 4.2 **Consent of Columbarium CM Team:** A Purchaser may make written application to the CM Team to transfer or assign the Purchaser's rights under a Certificate of Interment Rights or Agreement Regarding Interment Rights to an eligible transferee. The application shall state the reasons of eligibility for the transfer as permitted under these Rules and Regulations. The CM Team shall approve such request provided it finds the proposed transfer appropriate and acceptable. Upon such approval, the Purchaser shall surrender the original Certificate of Interment Rights and the CM Team shall issue a new Certificate of Interment Rights to the approved transferee upon the approved transferee's execution of an Agreement Regarding Interment Rights. The new transferee shall be bound by these Rules and Regulations.
- 4.3 **Transfer Charges:** All transfers of ownership in interment rights to niches shall be subject to a charge to be fixed by the CM Team. The charge must be paid to the Columbarium Account when the transfer is recorded on the books of the CM Team and the new certificate is issued.
- 4.4 **Limitations:** If any niche is not used within fifty (50) years of the purchase of interment rights and the family is no longer known, the CM Team will be free to reassign such niche.

5. Flowers, Ornaments, Decorations

- 5.1 **Floral Regulations:** No flowers or plants shall be placed in the Columbarium at any time, with the exception of temporary decorations during special services and subject to the consent of the Pastoral Staff. The CM Team suggests flowers appropriate for the sanctuary altar as an appropriate means of honoring the deceased.
- 5.2 **Other Ornaments, Decorations:** The use of felt, crushed silk, satin, velvet or other cloth in a columbarium niche 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, the CM Team reserves the right to have any such articles removed and disposed of without notice and without liability.

6. Inscriptions

- 6.1 **Uniformity of Engraving:** The engraving on each niche face shall be of a uniform size and style as determined by the CM Team.
- 6.2 **Conformity of Text:** The engraved inscription shall consist only of the untitled name of the deceased, date of birth and date of death.
- 6.3 **Correctness of Inscription:** An Inscription Information form will be provided by the CM Team to be completed and signed by the person(s) entitled to do so. This form will include information to be relied upon in engraving the face of the niche. Arrangements for the engraving, in accordance with the names and dates so furnished, will be made by the Church.

7. Conduct of Persons within the Columbarium

- 7.1 **Church Decorum:** The Columbarium is part of the Church, and all persons entering the area of the Columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in a church.
- 7.2 **Enforcement of Rules:** The CM Team and the Church Staff are hereby empowered to enforce all rules and regulations and to exclude from the Columbarium any person violating the same.

8. Change of Purchaser's Address

- 8.1 **Purchaser Must Notify the Church Office:** It shall be the duty of the Purchaser to notify the Church office of any change in mailing address. Notice sent to a Purchaser 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.

9. Modifications and Amendments

- 9.1 **Exceptions and Modifications:** Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon approval of the Church Council the CM Team may make exceptions, suspensions or temporary modifications in any of these rules and regulations when the same appear advisable, and such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.
- 9.2 **Amendments:** The CM Team 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 Church Council.

Severability: If any provision hereof 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 effective.

ADOPTED by vote of the Church Council of Woodland Baptist Church of San Antonio, Texas at a regular meeting held on April 17, 2007.

WOODLAND BAPTIST CHURCH

By: Becky Miller
Chair of Church Council

By: John R. Slimp
Secretary of Church Council