

CATHOLIC CHURCH OF ST. ANN
4905 ROSWELL ROAD
MARIETTA, GEORGIA 30062

RULES, POLICIES AND REGULATIONS
GOVERNING THE ST. ANN COLUMBARIUM

The following rules and regulations are based upon those adopted by the Archdiocese of Atlanta Georgia. They are intended to ensure that proper care can be taken in all inurnments in the columbarium located on the grounds of the Church. Throughout this document, whenever the “Church” is mentioned, it refers to the Archdiocese of Atlanta Georgia and the Catholic Church of St. Ann. Whenever “Contract” is mentioned, it refers to the Archdiocese of Atlanta Columbarium & Memorial Garden, Columbarium Contract.

1. PURPOSE

On behalf of the Catholic Church of St. Ann, we thank you for trusting us to serve you by providing sacred space for the inurning of the remains of your loved ones. The following rules and procedures are meant to assure you that we will do everything possible to serve you well.

These rules and regulations were adopted for the common protection of the owners of all niches and the preservation of the natural beauty of the grounds.

2. PERSONAL CONDUCT IN THE COLUMBARIUM

The columbarium 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 a sacred area of the Church. Any member of the Church staff is empowered to enforce these rules and regulations and to exclude from the columbarium area any person(s) violating these rules and regulations.

All niche owners or visitors are subject to the rules and regulations herein contained and may have access to the columbarium whenever the Church is open to the public. The Church maintains the right to adjust the time periods designated as normal operating hours. No keys or other instruments of

access will be issued to niche owners.

3. GOVERNANCE

The administration, operation & maintenance of the columbarium is the ultimate responsibility of the Catholic Church of St. Ann which may delegate its authority, as appropriate to the Pastor, Parish Administrator, and the Director of Pastoral Care, henceforth referred to as the columbarium committee. If so, the columbarium committee shall be responsible for making ongoing decisions regarding the columbarium.

4. ELIGIBILITY FOR INURNMENT

Inurnment in the columbarium shall be limited to the cremated human remains of any active member of the parish, and members of his or her immediate family. Members of the parish must be active in the parish for a period of one year prior to purchase. Members of his or her immediate family shall include the spouse of the member and children or step- children of the member or other family members who reside in the same household. One of the inurned must be of the Catholic faith per Archdiocesan policy.

Any priest or former priests, deacons, and deacon wives of the Church are also eligible.

Employees working at the Catholic Church of St. Ann at the time of purchase are entitled to an employee discount. Former employees who continue to be active, contributing parishioners are also entitled to an employee discount.

5. FEES

Prices (fees) can be obtained by contacting the parish office.

The fee includes all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the columbarium. It does not include the cost of cremation, and the cost of transportation or other off-premises costs. Upon payment in full for any niche, a Contract shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human remains only. The ownership in fee of the land and structure remains with the Church.

INSCRIPTION ON NICHE FACINGS:

The purchase price of the niche in the columbarium shall include the cost of

such inscription on the niche plate facing.

Uniformity of inscription: the inscription shall be in a uniform size and style as determined by the columbarium committee.

- A. Conformity of text: The maximum inscription shall consist of the following:

Name of the deceased (no titles)

Date of birth (month xx, year xxxx)

Date of death (month xx, year xxxx)

- B. Engraving of the above information will be done at the time of death. All inscriptions on niches will be on a granite plate supplied by the firm selected by the columbarium committee.

- C. Correctness of inscription: An inscription order form will be provided by the columbarium committee to be typed or printed in ink and signed by the person or persons entitled to do so. Arrangement for the inscription, in accordance with the name and dates so furnished, will be made by the columbarium committee.

The Church and the columbarium committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates filled in on the signed inscription order.

6. PURCHASE OF NICHES

Eligible persons interested in purchasing a niche shall contact the parish office to obtain an Intent to Purchase form. Full payment is due to the Church at the time of purchase. Once purchased and a niche is selected, the purchaser will be issued a Contract.

7. SELECTION OF NICHES

The purchaser will have the right to select any niche(s) which may be available at the time of purchase. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with up to two urns to a niche and one person per urn. The names of both parties will be inscribed as documented earlier on the front of the niche. If a niche is purchased as a single, then only one name will be inscribed.

8. TITLE AND RETAINED RIGHTS

The Contract holder acquires no property rights in the columbarium, any or all niches, or any of the Church's property. Legal title to the columbarium and all niches always remains with the Church. The columbarium Contract attests only to the right to inurn the cremains of the person(s) named on the Contract in the specific niche listed in the Contract. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these rules, policies, and regulations as amended from time to time. In the event of a discrepancy between the Contract and the administrative records maintained by the columbarium committee, the latter shall take precedence.

Upon payment in full for any niche, a Contract of right of inurnment shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human cremated remains only. The ownership in fee of the land and structure remains with the Church.

The purchaser may designate the cremated remains of the body to such person as the purchaser desires to have inurned in the niche referred to, but the Church shall have sole discretion as to the persons whose cremated remains of the human body may be inurned in the columbarium and the permission of the Church must, in each instance, be obtained in writing prior to the placing of any cremated remains of the body in any niche within the columbarium. Upon the death of the purchaser, such privilege of designation shall pass as the purchaser shall by will direct, or in the absence of testamentary direction, to the heirs at law of the purchaser, but the right of inurnment shall continue to be subject at all times to the approval of the Church. The right of inurnment hereby given to the purchaser shall not be assigned or transferred without the written consent of the Church, nor shall the Church be obligated to recognize any right to inurnment hereunder in any heirs, distributees, or devisees of the purchaser.

If the purchaser desires a change of assignee or transfer of Contract for right of inurnment hereby given, the purchaser shall submit the name or names of the assignee or transferee to the Church which reserves the right to withhold consent to such assignment or transfer for any reason which in its sole discretion shall deem proper. Any new assignee or transferee must meet eligibility requirements stated in Section 4 of this document.

9. INURNMENT PROCEDURES

An urn is defined as any suitable, non-perishable container which will hold the ashes/cremains of the deceased. The Church reserves the right to limit the size, type, style, and material of all urns.

All niches in the columbarium are of the same size and are suitable to hold one or two urns within the defined dimensions of 11" wide x 11" deep x 10" high. If choosing an urn with exterior trim, be sure the trim is considered in the total measurements of the urn.

Per the Catholic Church: Ashes/cremains of only one deceased person shall be contained in one urn. Ashes/cremains may not be mixed with another person's ashes or other substances. Ashes/cremains may not be divided among multiple containers.

Only an installed pastor serving the Church, or an ordained priest or deacon invited by the pastor, shall be authorized to officiate at an inurnment service in the columbarium. The committal service shall be at the convenience of the pastor/priest of the Church and the family of the deceased to be inurned. A family representative is responsible for making inurnment arrangements with the Church.

Flowers or plants may not be placed in the columbarium area. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided for or approved by the columbarium committee shall not be permitted in or near the columbarium area. Any of these items will be removed by the Church and disposed of without notice or liability to the Contract holder.

10. SECURITY OF CREMAINS

The Church will use reasonable care to protect all urns deposited in the columbarium. The Church 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, invasion, or order of any military or civil authority, whether damage be direct or collateral.

11. REMOVAL OF REMAINS

If after inurnment, a family member or otherwise authorized family individual desires to remove cremated remains entirely from the columbarium, that request must be in writing, setting forth the reasons and circumstances for the request, including the authority of the person making the request. If the columbarium committee is satisfied that the request is appropriate and has received an indemnity agreement from the requesting party, the columbarium committee may approve the request. If such a request is granted, the entire amount of the fee and the Contract shall be forfeited, and all rights of inurnment shall cease. Therefore, the niche shall become and be available for designation by the Church for the use of other members or persons eligible under the terms of these rules, policies, and regulations.

In the event that the columbarium requires repair in order to maintain its integrity, the niche Contract holder agrees to permit the temporary removal of any cremains until those repairs are completed.

12. TRANSFER OR ASSIGNMENTS

Right to purchase: The columbarium committee retains the right to purchase the unused inurnment rights from any owner of such rights at the then current standard purchase price or the original purchase price, whichever is lower, prior to the transfer or assignment of said rights to any other owner. Any owner would have to meet the criteria set forth in this document and be subject to approval by the columbarium committee. Niche owners cannot resell their inurnment rights on the open market.

13. PERPETUAL CARE FUND

An established percentage of funds from the sale of niches shall be maintained by the Church, under direction of the columbarium committee, as a perpetual care fund for the upkeep of the columbarium, including the following:

- A. Routine maintenance
- B. Seasonal plantings
- C. Other uses determined by the columbarium committee

14. TERMINATION OF THE COLUMBARIUM

The right of inurnment will continue as long as the present Church edifice stands and is owned and utilized as the primary place of worship by the Church. If the present edifice is to be sold or demolished and a replacement

columbarium is to be constructed at a new site, any niche owner will be entitled to an inurnment space equivalent to the space occupied at that time and the expense of the move will be borne by the Church. If the Catholic Church of St. Ann Church is dissolved as an entity and a replacement columbarium is not constructed at a new site, the Archdiocese of Atlanta will find a suitable burial site for relocation of the cremains. In that event, the Church will notify niche owners (or his or her legal representative successor) of the plans to move the cremains to an alternate burial site. Should the owner or legal representative successor not approve of the new site, they will be given 90 days to claim the cremains. If no one of such person removes the cremains within this time period, or if no one of such persons can be contacted within this time period, the Church has the right to relocate the cremains to the alternate site. No refund for the inurnment rights will be made.

15. PROTECTION AGAINST LOSS

The Church may carry such insurance for its own benefit on the columbarium and contents as the columbarium committee sees fit. However, there is no obligation upon the Church or the columbarium committee to provide any insurance for the benefit of the inurnment rights holders.

16. MODIFICATION AND AMENDMENTS

- A. Exceptions and modifications: Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon recommendations of the columbarium committee exceptions, suspensions, or temporary modifications may be made to any of these rules and regulations when the same appear advisable. Such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.
- B. Amendments: The columbarium 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 columbarium committee.
- C. Severability: if any provision hereof be held by 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.

D. The above rules may, from time to time, be amended by the Church and all such amendments shall be available in the church office. All rules & regulations of the Catholic Church of St. Ann Church columbarium are subject to the applicable laws of the State of Georgia.

ADOPTED : _____

PASTOR: Signature On File 
DATE: 