

**COVENANT PRESBYTERIAN CHURCH  
COLUMBARIUM AND MEMORIAL GARDEN**

**RULES AND REGULATIONS**

**Section 1. Definitions**

- 1.1 The term, "Columbarium", shall mean the Columbarium and Memorial Garden located at the Covenant Presbyterian Church in Charlotte, North Carolina.
- 1.2 The term, "Columbarium Agreement," shall mean the contract between Covenant Presbyterian Church and any person who wants to use the Columbarium for interment.
- 1.3 The term, "Purchaser," shall mean the person who executes the Columbarium Agreement and any permitted assignee if the assignee has given written notice of the transfer to Covenant Presbyterian Church.
- 1.4 The term, "immediate family," shall mean the spouse, parents, children, spouses of children, grandchildren and spouses of grandchildren of any Purchaser whether or not any such person is a member of Covenant Presbyterian Church.
- 1.5 The term, "Session," shall mean the Session of Covenant Presbyterian Church, Charlotte, North Carolina and action by the Session may be taken by the Session or by a committee duly appointed by the Session and authorized to take such action.
- 1.6 The term, "Niche," shall mean a designated space in the Columbarium.
- 1.7 The term, "Covenant," shall be the Covenant Presbyterian Church located in Charlotte, North Carolina.

**Section 2. Use of the Columbarium**

- 2.1 Only members of Covenant, their immediate families, ministers who are serving or have served Covenant and their immediate families may be interred in the Columbarium.
- 2.2 If a Purchaser transfers his or her membership from Covenant the Purchaser shall continue to have the right to use the Columbarium for interment until he or she shall by written notice terminate the Columbarium Agreement or until the end of the tenth year following the date of such transfer of membership, at which time the right to interment in the Columbarium shall terminate automatically. Upon such termination, whether by transfer to the expiration of the ten-year period, upon written request the purchase price shall be refunded to the Purchaser. If notwithstanding a transfer of membership, a Purchaser desires to be interred in the Columbarium, that right can be perpetuated by written notice given by the Purchaser to Covenant prior to the end of every ten-year period. Covenant will attempt to contact the Purchaser before terminating his or her agreement.
- 2.3 The Columbarium Agreement shall be evidence of the Purchaser's right to the use of a Niche (or Niches) in the Columbarium for interment.

**Section 3. Columbarium Agreement**

- 3.1 The Columbarium Agreement sets forth the Agreement between Covenant and any Purchaser with respect to the use of a Niche in the Columbarium.
- 3.2 Any person who desires to use a Niche in the Columbarium for interment shall pay the purchase price in full and sign the Columbarium Agreement. When the Session accepts the Columbarium Agreement, a Niche (or Niches) shall be assigned to the Purchaser, the Columbarium Agreement shall be signed by a duly authorized agent of the Session and a copy shall be delivered to the Purchaser.
- 3.3 A purchaser may transfer the rights evidenced by the Columbarium Agreement to members of his or her immediate family but to no other person. In the event of any unauthorized transfer, the rights evidenced by the Columbarium Agreement shall become null and void and the Niche shall revert to Covenant. The purchase price shall be forfeited as liquidated damages.
- 3.4 A purchaser may at any time notify Covenant that he or she no longer wants to be interred in the Columbarium and that he or she wants to terminate the Columbarium Agreement. If such termination is approved by the Session, upon written request the funds paid hereunder shall be refunded to such Purchaser.

#### **Section 4. Funds**

- 4.1 All funds received from the sale of rights to interment shall be deposited in the separate account established for that purpose. Any withdrawals from such account for maintenance and repair, contributions to the church, or for any other reason shall be made only upon approval of the Session.
- 4.2 All records and books of account for the Columbarium shall be subject to audit as are other accounts and funds of the church.

#### **Section 5. Administration**

- 5.1 The Columbarium shall be administered by a committee chosen by the Session for the purpose of administering, managing and being generally in charge of the operation of the Columbarium.
- 5.2 The committee shall make and submit such reports as the Session may direct.
- 5.3 Numbered Niches shall be assigned to a Purchaser on a first come first served basis and, once assigned, as evidenced by the Columbarium Agreement, will not be changed so long as the Columbarium Agreement had not been terminated.
- 5.4 Any action of a committee chosen by the Session may be taken by a majority of the members present at any regularly called meeting.

#### **Section 6. Interment**

- 6.1 At the time of death, the legal or personal representative of the person to be interred shall notify Covenant. Covenant shall arrange for the assigned Niche to be made available as soon as practical.

- 6.2 Only a container purchased from Covenant may be used for interment.
- 6.3 The cost of cremation and any attendant cost and expense shall be the responsibility of and shall be paid by the legal or personal representative of the person to be interred in the Columbarium.
- 6.4 Upon the request of a member of the deceased person's immediate family or a person showing evidence of proper authority, a Niche may be opened and the content removed. Any opening of a Niche may be done at a time convenient to Covenant and any expenses relating thereto shall be borne by those requesting such action. Upon removal, the family terminates their right to use the Niche. Covenant may rely on any documents showing evidence of authority and shall not be required to make further inquiry with respect thereto. Any person requesting such opening and removal shall release Covenant from any liability in connection with such action and as a condition precedent to such action, shall agree to indemnify and hold Covenant harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.

### **Section 7. Miscellaneous**

- 7.1 All parties to the Columbarium Agreement shall be subject to these Rules and Regulations and any amendments thereto.
- 7.2 Amendments to these Rules and Regulations may be made only upon approval by the Session.
- 7.3 Any and all matters arising in connection with the operation and maintenance of the Columbarium not covered in the Rules and Regulations or the Columbarium Agreement shall be determined by the Session with notice to the Purchasers, where necessary or practical.
- 7.4 Any notices given hereunder shall be to the most recent address supplied to Covenant by a Purchaser.
- 7.5 The circle within the cross will be reserved for ordained and installed ministers who have served or are serving Covenant and their spouses at no charge. Upon written request, a Niche will be assigned for their use.