

**FIRST PRESBYTERIAN CHURCH, NASHVILLE
COLUMBARIUM POLICY**

RESPONSIBILITY FOR THE COLUMBARIUM

The use and maintenance of the First Presbyterian Church Columbarium (the “Columbarium”) and the allotment of spaces there are the responsibility of the Session of First Presbyterian Church, Nashville, Tennessee. From time to time, the Session may delegate all of any part of its responsibility to a Columbarium Committee appointed by the Session.

The Church will establish and maintain such records concerning the Columbarium as are deemed appropriate by the Session or the Columbarium Committee. These will include, but not necessarily be limited to, Donation or Pledge Agreements, the Regulations Governing the Columbarium, records relating to the location of the ashes of interred persons, and the current address of each designee, which shall be the sole responsibility of the Pledgor to furnish to the Church.

The Church assumes no liability arising out of its maintenance or operation of the Columbarium or for any loss of, or damage to, markers, containers or ashes of any deceased person or for any other reason. The Church expressly disclaims all responsibility and shall be relieved from any liability for loss or damage, including without limitation damage caused by the elements, an act of nature, the common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral.

It is the intent of the Church to maintain the Columbarium indefinitely. However, the Church retains the sole right, if it deems it necessary or appropriate, to move the location of all or any portion of the Columbarium or to discontinue the Columbarium. If the Columbarium is discontinued, all pledges shall terminate without any requirement for refund. In that event, the Church or its successors shall use reasonable effort to notify by letter to the current address provided by the Pledgor(s), the surviving spouse, or next of kin, and afford them the opportunity to remove urns from the Columbarium. If that effort is unsuccessful, the Church shall arrange for the urns to be maintained for at least two years after the Columbarium is discontinued. Thereafter, the Church or its representative may inter or scatter or otherwise dispose of unclaimed ashes in an appropriate manner.

If the Church determines that it is necessary, all or any part of the Columbarium may be moved to a different location on the present Church grounds or to new Church grounds. If the Columbarium is relocated other than on the present church grounds, the Church will make a reasonable effort to notify by letter to the current address provided by the Pledgor(s), the surviving spouses, or next of kin.

The Church shall establish from time to time the amount of donation or pledge appropriate for the approved privilege of interment.

These regulations may be amended or repealed by action of the Session of the Church or the Columbarium Committee to which that responsibility is delegated. All Pledgor(s) and their heirs, representatives, estates and assigns will be bound by any changes to these Regulations.

PLAN AND USE OF THE COLUMBARIUM

The spaces shall be used only for the interment of ashes in crematory urns. The urns shall be provided by the Church at the Pledgor's expense. Markers or other designation for each space are required and shall be provided by the Church at the expense of the Pledgor(s).

Application for a space in the Columbarium may be made by the Pledgor(s) for their own use, by themselves, or by any members, guardians, or legal designees. A member of the Columbarium Committee shall verify each Columbarium Donation or Pledge Agreement. Applications approved and verified shall become the Pledgor's approved Agreement and processed in accordance with the Regulations. The Church shall have sole discretion as to the persons whose ashes are interred in the Columbarium.

The Church intends that those persons whose remains shall be interred in the Columbarium (1) shall be of persons who were members of the Church (2) or members of the immediate family of Church members, who shall be designated in connection with the Pledgor's submission of the Columbarium Application and Donation or Pledge Agreement. The term "member of the Church" shall mean a person who was a member at the time of the submission of the Application or at the time of the death of the person, and the term "immediate family" shall mean any of the following relations: a legal spouse (at the time of the submission of the Application or at the time of death); mother or father (natural or adopted); or child (natural or adopted). The Church may add to this list on an individual basis. (3) Any staff member at First Presbyterian Church working for ten or more years will be eligible to purchase a space in the columbarium for themselves, their spouse and any dependent children.

An eligible person or persons may temporarily reserve a designated space or spaces in the Columbarium for up to six months; however, at the end of the six-month period, if an Agreement to Donate or Pledge has not been executed for the designated space or spaces, the space or spaces are released and will again be available to any eligible person or persons.

The Church will arrange, at the expense of the Pledgor(s), for any inscriptions or identification of the location of the ashes of interred persons. The providing of the proper name and dates shall be the responsibility of the Pledgor(s) or their families.

As used herein, the term "interment" means the placement of crematory urns in spaces in the Columbarium, and not the placement of cremated remains in urns. Arrangements for cremation and placement of cremated remains in urns shall be the responsibility of the Pledgor(s) or their heirs, representatives, estates or assigns.

The use of flowers, artificial or otherwise, or other ornamentation is not permitted.

THE PLEDGOR'S PRIVILEGE

Upon execution and verification of an approved Donation or Pledge Agreement, the Church will grant to each Pledgor, subject to fulfillment of the pledge in full to the Church of the sum designated in the Donation or Pledge Agreement, the right to use the number of spaces in the Columbarium stated in said Agreement.

The Pledgor's privilege may not be sold, assigned or transferred.

If a Pledgor gives written notice of an addition to or change in a designation to the Church after the date of the Pledgor's last will, the written designation will govern. No addition to or change in a designation shall be effective until approved by the Church.

All opening and closing of spaces in the Columbarium must be arranged through the Church at the Pledgor's expense.

Urns and markers or other designations for each space shall not be removed from the Columbarium without a written request to the Church by the Pledgor or the designee and written permission obtained from the Church. Removal and any re-interment in the Columbarium must be arranged through the Church at the expense of the Pledgor.

If a space is voluntarily vacated or if a Pledgor's privilege is surrendered, all rights with respect to the space shall lapse without any obligation on the part of the Church to return any donation or pledge, and the space(s) shall revert to the Church. Any request for a return of any donation or pledge requires the approval of the Columbarium Committee, if in existence, or the Session of First Presbyterian Church, if the Columbarium is no longer in existence.

If a space within the Columbarium has not been effectively designated for use or is not used upon the death of the last person(s) for whose ashes the space is designated, and if no person exists who is entitled to exercise the Pledgor's privilege for that space, all rights with respect to the space shall lapse without any obligation on the part of the Church to return any donation or pledge, and the space(s) may be reallocated by the Church.

If no use is made of a space within 75 years of the date of the Donation or Pledge Agreement, the Pledgor's privilege shall lapse without any obligation on the part of the Church to return any pledge, and the Church shall be free to reallocate the space(s).