

St. Mary's Congregation, Inc.
Columbarium Rules and Regulations

Article 1. Definitions

The following definitions apply:

Parish – St. Mary's Congregation, Inc. - 9520 W. Forest Home Avenue, Hales Corners, Wisconsin, 53130

Columbarium – The cemetery structure which will contain niches inurning the ashes of cremated persons.

Columbarium Committee – The standing Committee established by the Parish Finance Council, Pastor and Trustees to oversee the operations of the Columbarium.

Grantee – The documented owner of a niche reservation through a Niche Purchase or Assignment of Inurnment Rights. The Grantee has the right to have his/her cremated remains placed in a specified niche space in perpetuity.

Niche Purchase – The instrument whereby a person is granted the right of inurnment of decedent's ashes within a specific, undivided and complete niche in the Columbarium. Whenever the niche purchaser and grantee(s) of the niche are not the same person(s), then an Assignment of Inurnment Rights or Inurnment Authorization must be on file with the Parish to create a Grantee interest in the Purchaser's niche space. The niche purchase does not constitute the sale of property, but provides the right to an inurnment space. All ownership of the land and the Columbarium remains with the Parish.

Article 2. General

The following Rules and Regulations are designed to protect the interests of both the Grantee and the Parish. Adherence to these Rules and Regulations will preserve the desirability and beauty of the Columbarium. These Rules and Regulations may be amended by the Parish Finance Council, Pastor and Trustees as it deems necessary. Fee structuring or suggested ranges of donations will make allowances for the continued operational quality provided by the Parish.

Interested parties may review current Rules and Regulations by appointment during regular Parish office hours. These Rules and Regulations will remain in the Parish office and published on the Parish Website.

Any specific exemption to these Rules and Regulations must be in writing and signed by the chairperson of the Parish Finance Council, Pastor and Trustees. The specific exemption shall not exempt the Grantee from any of the other Rules and Regulations, conditions or restrictions that may apply.

Grantees and/or Niche Purchasers recognize that amendments to these Rules and Regulations, conditions or restrictions may be deemed necessary by the Parish for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

Article 3. Authorization of Inurnment

Authorization of inurnment in the Columbarium is subject to the following conditions:

Applicability: All Grantees or Niche Purchasers agree to all the Rules and Regulations, restrictions and conditions set forth by the Parish, including any amendments that may be made. All Grantees and Niche Purchasers further agree to bind its heirs, successors, administrators, executors and assigns to these same Rules and Regulations which are enforceable by the Parish and its successors.

Use of property: Only the human cremated remains of the Grantee or Niche Purchaser of record with the Parish will be placed in the Columbarium. Other use of a niche or the Columbarium is strictly prohibited.

Inurnment authorization: A written authorization is required from the Grantee, executor or personal representative for any person or persons not designated by the purchase agreement or Assignment of Inurnment Rights between the Parish and the Grantee prior to the inurnment of those cremated remains. This written authorization, often from a court of law with jurisdiction over such matters, must still be approved by the Parish.

Assignment of Inurnment Rights: A written and witnessed authorization signed by a Niche Purchaser (during his or her lifetime) to permit another person to become a Grantee of Purchaser's niche. This is not a sale or resale of a niche, but rather a granting of a right for a Grantee's ashes to be inurned in the Purchaser's niche subsequent to the purchase. This document is not valid until it is acknowledged and accepted by the Parish. An Assignment of Inurnment Rights becomes irrevocable upon the inurnment of Purchaser's or Grantee's cremated remains.

Eligible Grantees: Eligible purchasers of a niche will include Parish members or former Parish members and their immediate family. Others with significant relationship with the Parish will be

considered eligible purchasers upon the recommendation of the Columbarium Committee and the approval of the Pastor.

Subject to laws: In addition to the Rules and Regulations set forth herein, the Purchaser and Grantee agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies and comply fully with Cannon Law.

Article 4. Conditions of Inurnment

Inurnment is subject to the following conditions:

Inurnment within niche space: Each niche is designed to accommodate the cremated remains of two people and sold as an undivided complete space. Inurnment of cremated remains of a single person or of two persons or two persons and one infant below the age of one within a niche is permitted.

Approved materials and vendors: The Grantee agrees to use materials, products, spaces, agents, parties, and designs approved by the Parish. The Parish may, at its discretion, remove or require removal of any item not provided or installed by an approved source. Such removal and reinstallation is to be done at the expense of the Grantee. Cremated remains not in accepted types of urns will be transferred into an approved urn prior to inurnment.

Removal of an urn: Removal of an urn for permanent inurnment in another facility will be permitted upon presentation of the appropriate Court Order from a Court having authority to demand such a removal, and payment of a fee determined by the Columbarium Committee. Upon the permanent removal of the Grantee(s) urn(s) rendering the niche space empty, the niche shall be deemed to be abandoned and entire amount of the niche purchase fee shall be forfeited and all rights of inurnment shall cease. Therefore the niche shall become and be available for designation by the Columbarium Committee for the use of other persons eligible for purchase of that space under the terms of these rules and regulations.

In the event that the Columbarium requires repair, all Purchasers and Grantees agree to permit the temporary removal of any cremains or submit to a necessary delay of inurnment of cremains until those repairs are completed.

Identification of Cremains: The Parish, its employees or agents shall not be responsible or liable for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Parish acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the Parish for placement within a cremation space.

Control of the Parish: All improvements of any kind on or surrounding areas designated for cremated remains, including but not limited to, opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or Columbarium work shall be under the strict control of the Parish. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval of the Parish.

Access to Parish Grounds: The Parish reserves the right to refuse entrance to anyone on the Parish grounds including the Columbarium/Cemetery for any reason. The Parish reserves the right to set hours that the Columbarium/Cemetery will be open or available for visiting and services.

Errors: Should cremains be placed in the wrong location in the Columbarium, the Parish will offer a new location to the Purchaser or Grantee whose niche space was erroneously occupied or their authorized representative. The Purchaser or Grantee or their representative's acceptance of the new space will be the full limit of their remedy or redress. The Parish will accept the costs associated with the disinurnment and reinurnment due to its error.

Should a previous claim to ownership exist for any space resold in error the subsequent purchaser will be limited to the option of either a refund for all monies paid or that of another available niche. If, for any reason, the actual space cannot be opened at the time of need the Parish may provide an alternate space, so as not to delay the committal service, without liability to the Parish.

Disturbance of Cremains: The niche intended for the sheltering of the Grantee's or Purchaser's cremains was the expressed wish of the Grantee or Purchaser. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a Court Order from a Court having authority to demand such a change.

Decorations: Decorations, flowers or other items placed on or affixed to the Columbarium structure are prohibited. There is a limited sidewalk space and bench space at the Columbarium. Floral arrangements, objects, written notes for memorial cards, photographs or decorations of any type, placed near the Columbarium Structure regardless of value, shall be regularly removed by the Parish Maintenance Staff and disposed of to maintain the safety and appearance of the space.

Any party placing a decoration shall be liable for any damage caused by the placement of their decoration. Under no circumstances will the use of glass containers, obstructing the sidewalk or other niches or placing any or other items that could cause injury be permitted in the

Columbarium area. The Parish, at its sole discretion, reserves the right to limit or restrict any decoration or design that would not be appropriate on Parish grounds. Parish may remove any decoration at any time for any reason.

To maintain the uniform appearance of the Columbarium and in respect for the dignity of all Grantees presently inurned or to be inurned in the future, deviations from the standard typeset (size and font of lettering), logos artwork or engraved decorations on the stone fronts are prohibited.

Parish Right to Alter and Use Property: The Parish reserves the right to change the boundaries and make improvements as it sees fit. The Parish reserves the right of ingress and egress as may be necessary.

Inurnment Hours: Inurnments or other services will be conducted when reasonable to do so after receiving adequate notice from the responsible party. The Parish has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Grantee.

Authority to Operate. The Parish claims exemption from Chapter 157 of the Wisconsin State Statutes, Wisconsin Cemetery Regulations as a religious organization.

Funeral Service: The Parish expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Parish, its employees, representatives or agents make no claim that the Parish provides mortuary services or any other service that may require licensing by the State of Wisconsin.

Reference to Rules and Regulations: Every niche purchase and/or agreement entered into between the Parish and the Grantee or Purchaser will reference the Rules and Regulations, conditions and restrictions covered herein, and shall bind Grantees or Purchasers to these requirements.

Transfer of Ownership: Transfer of ownership of a niche is not permitted, unless otherwise approved by the Parish in writing.

Use of Columbarium Niche: If a person allows the use of their niche, to another person in their place through a valid and accepted Assignment of Inurnment Rights the inurned person's heirs, representatives, assigns, agents, executor or administrator agrees to be bound and abide by the

Rules and Regulations, conditions and restrictions, and all future versions of the same, as if the person interred were the actual signer to the agreement with the Parish. Use other than by the Grantee or Purchaser or his/her family must be approved by the Parish and documented in writing.

Article 5. Sale of a Niche

The following provisions pertain to the sale of Parish Columbarium niches:

Niche Purchase Fee: The fee for a niche is presented in the Columbarium Fee Schedule. After the initial purchase of a niche, the Parish Columbarium Committee has the right to adjust the internment and disinterment fees as it deems necessary.

Niche Selection: The eligible purchaser will select the niche upon payment. If the eligible purchaser did not select a niche upon payment or if no family member or representative is available for this purpose, the Columbarium Committee will select the niche.

Non-transferrable: A Niche Purchase is not transferable. However, a Niche Purchaser may relinquish rights to the niche if unused, and return it to the Parish for resale, and the Parish will refund the original purchase price.

Choice of Location: In a situation where the Grantee knows the exact location of his/her cremation niche space at the time he/she enters into the agreement with the Parish, it will be known as an "at-need" sale regardless of whether an actual death has occurred. The choice of location will be granted on a "first come" basis. No promises are made to the Grantee relating to any future sites or locations that may or may not be developed.

Sales Taxes: The Parish operates under a non-profit status, and therefore no sales tax is applicable.

Columbarium Fund: The Parish will fund and administer a Perpetual Care Fund according to all applicable state and municipal laws and ordinances.

Warrants: The Parish makes no guarantees or warrants concerning the durability or the expected life or condition of grounds, facilities or products offered to the Grantee. The Parish offers these products and services for the sole purpose of providing a means for Catholic burial.

Agents or Representatives: The Parish may elect to appoint individuals to serve them in the operations or administration of the Columbarium at its sole discretion. The duties and powers of

any such representative will be under the strict control of the Parish Finance Council. The Parish Finance Council may elect to establish a means of handling emergency, unique or special situations as they may arise without effect on these Rules and Regulations.

Article 6. Responsibilities of the Parish

The following are the responsibilities of the Parish for the operation and maintenance of the columbarium:

Limitation of Responsibilities: The Parish will maintain the Columbarium in good condition, take all reasonable precautions against defacement or defilement of the niches and the Columbarium, and shall preserve all pertinent records. The Parish will not assume any liability for causes beyond its control including, but not limited to acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of the Parish shall be limited to no more than the amount of the money paid for any contracted items.

Columbarium Expansion: The Parish reserves the right to physically expand the Columbarium at any time in the future it deems warranted.

Article 7. Columbarium Committee Responsibilities

The following describes the responsibilities of the Columbarium Committee:

The Columbarium will be administered by the Columbarium Committee appointed by the Parish Finance Council.

The Columbarium Committee will consist of up to five but no less than three members of the Parish. The Parish Director of Administrative Services is responsible for all grounds of the Parish property. The Columbarium Committee shall advise the Director of Administrative Services as to the care of the Columbarium Assets.

The presence of 66% of the members of the Columbarium Committee shall constitute a quorum.

The Parish is responsible for the management of all funds directly associated with the Columbarium.

Special cases may arise in which literal enforcement of these Rules and Regulations or Fees may impose unnecessary hardship. The Parish Finance Council and the Columbarium Committee reserve the right to grant exceptions to any of these Rules and Regulations or Fees when in the

judgment of the Columbarium Committee such action appears advisable. Any exception under Article 7 will require approval of the Parish Finance Council.