

FIRST CONGREGATIONAL CHURCH

Cheshire, CT

COLUMBARIUM RULES AND REGULATIONS

1. **PROPERTY RIGHT:** The Purchaser acquires no property rights in the Columbarium and its plots and agrees that said areas are at all times under the sole ownership and control of The First Congregational Church of Cheshire (“the Church”).
2. **PLOT:** Purchase of a plot is restricted to church members. A plot accommodates two urns. Inscriptions on the stone face at each plot are limited to the name and years of birth and death of the deceased. For uniformity, inscriptions are to be done by the Church at its expense.
3. **URNS** for each plot are provided at the time of cremation. The urn provided is a simple container. Persons wishing to use more elaborate urns may do so at their expense providing that the alternate urn is 6” by 6” by 12” deep to conform to the size of the plot. Ashes will not be accepted for storage by the Church.
4. **COMMITTAL SERVICE/ORNAMENTATION AND VISITATION:** The Columbarium shall be open to visitors from dawn to dusk daily, weather permitting. No cremated remains may be interred in the Columbarium plot without a committal service sanctioned by the Church and the certificate from the crematory. Flowers and small United States flags will be permitted at the Columbarium in the receptacles provided at the time of interment and at special times, as desired by the family. No other ornamentation is permitted.
- 5: **DESIGNATION OF PLOT USE:** The use of the plot shall be limited to the deposit of no more than two (2) urns, each containing the cremated remains of one person. The identity of such individuals shall be specified in writing by the Purchaser(s) at the time of issuance of the certificate of interment. Such designation shall be filed with the Church and may only be changed by the Purchaser(s) during his/her lifetime(s) by written application to the Columbarium Governing Board (CGB) or at his/her, death by a specific provision in his/her last will and testament admitted to probate.
- 6: **TRANSFER OF RIGHT OF INTERMENT:** Transfer, bequest or change of the right of interment shall not be made without the approval of the CGB and shall not be effective until registered with the Church. An approved transferee shall have all the rights of the original Purchaser and shall be bound by all the terms and conditions to which the Purchaser was subject.
7. **REMOVAL OF REMAINS:** Except as provided in Paragraph 8 below, cremated remains may not be removed from the plot without the written consent of (a) CGB and (b) the surviving spouse or next of kin of the deceased.
8. **TERMINATION OF COLUMBARIUM:** The right to inter shall continue only so long as the present Columbarium is on property owned by the Church. In the event of Church property being sold, such right shall cease and upon notification by the Church of such impending sale, the surviving spouse or next of kin of the person whose cremated remains are contained in the plot shall have the right to remove the cremated remains from such plot. If no one of such persons shall remove such remains,

upon notification by the Church of such impending sale, the Purchaser(s), or if he/she were (are) dead, his/her legal representative may do so. If the remains are not removed in a reasonable time upon notification, then the CGB shall have the right to remove the remains. The CGB shall have the right to relocate the unclaimed remains in such a manner as it shall deem proper.

9. RECONFIGURATION OF THE COLUMBARIUM: The CGB reserves to itself the right to enlarge or remodel said Columbarium, or to remove the same and build a new Columbarium in a new location and abandon the use of the existing Columbarium in the event of the sale of the present Church property or its sale by the church, and in any of said events if any plot is affected, CGB shall substitute for the plot another of substantially like size and character in which event the Purchaser shall have the same rights in such substituted plot as are granted hereby.

10. LIABILITY: The church and CGB agree to exercise reasonable care in the maintenance of the columbarium, but no liability is assumed by the church, the CGB, or the church's Executive Board or Board of Trustees for loss or damages to the urns.

11. VOLUNTARY SURRENDER OF RIGHT OF INTERMENT: The right to be interred in a plot may be voluntarily surrendered in any of the following ways:

- (a) By the Purchaser during his/her lifetime and before any cremated remains have been interred in the plot, by written notice to the CGB;
- (b) By the Purchaser during his/her lifetime and after the removal of any cremated remains as provided in paragraph 7, by written notice to the CGB;
- (d) After the Purchaser's death, the removal of all cremated remains as provided in paragraph 7 will be deemed to be a voluntary surrender;
- (d) After the Purchaser's death, if the person/or persons designated by the Purchaser for interment has died and is interred elsewhere, such interment will be deemed to be a voluntary surrender.

In any such event all rights with respect to the plot revert to the CGB without monetary reimbursement to the Purchaser of his/her assets.

12. FAILURE TO USE: If the interment has not occurred within thirty (30) years following the date of acceptance of a reservation, the interment right of the Purchaser shall terminate sixty (60) days after notification from the Church by Certified Mail with Return Receipt Requested (or by a comparable delivery service) to the last address provided to the CGB. The Purchaser shall be responsible for notifying the CGB of any change of address. The interment right shall not be lost if the Purchaser shall notify the CGB of his or her continuing intent to use the reserved plot.

13. CHANGES TO RULES AND REGULATIONS: The terms and conditions set forth herein for the use, maintenance, and pricing of the Columbarium may be modified, amended or changed at any time by the CGB and shall be subject to approval by the Board of Trustees and Executive Board of the Church. The CGB shall make reasonable efforts to notify each living Purchaser of any amendments to these Rules and Regulations.

This is an important document to be kept with your will and other important papers.

First Congregational Church of Cheshire, 111 Church Drive, Cheshire, CT 06410 – (203) 272-5323