

**ST. JOHN NEUMANN CATHOLIC CHURCH
MEMORIAL PRAYER GARDEN and COLUMBARIUM
5455 Bee Cave Road
Austin, Texas 78746**

RULES & POLICIES

1. Introduction

The Rules & Policies contained in this document (the R & P) are applicable to the St. John Neumann Catholic Church, Austin, Texas, a Texas Nonprofit Corporation (SJN) Memorial Prayer Garden and Columbarium (MPG&C).

The SJN MPG&C was created to provide space for reposing (inurnment) cremated remains (cremains) of deceased parish members and other eligible persons as defined below. The MPG&C is a site located adjacent to the narthex wall on the outside of SJN. The site also will provide a place for contemplation, reflection, rest and prayer.

2. Applicability of Rules & Policies

a) These R & P shall be considered a part of the Inurnment Rights Agreement (the Agreement) between SJN and the purchaser of a right to inurnment of cremains in the MPG&C. To the extent these R & P conflict with the Agreement, these R & P, or any amendments thereto, shall control.

b) These R & P may be amended from time to time in the sole discretion of the Pastor of SJN (the Pastor). After the Pastor approves the Amended Rules & Policies, the Amended Rules & Policies shall supersede any prior Rules & Policies (the Prior Rules & Policies) and the Prior Rules & Policies shall be void and of no further force or affect.

3. Eligibility

Inurnment in the MPG&C shall be limited to the cremains of persons issued a SJN Certificate of Inurnment Rights (the Certificate) who is:

a) a registered parishioner of SJN (a SJN Parishioner);

b) a SJN Parishioner's spouse, parents, grandparents, siblings, children, and spouses of children (as defined by Roman Catholic Teachings as determined by the Pastor in his sole discretion);

c) a former SJN Parishioner;

d) Catholic clergy and religious; or,

e) other persons that the Pastor approves in writing in his sole discretion.

(Collectively the Eligible Persons)

4. Fee

a) The Fee for the issuance of a certificate of inurnment rights (the "Certificate") is \$_____ (the Fee). The Fee covers the costs of one (1) niche designated on the Certificate or SJN's records (with SJN's records controlling if there is a conflict), up to two (2) urns, granite face plates with inscription (as detailed below) for the outside of the niche, opening and the closing of the niche, and perpetual care of the niche and the MPG&C. The Fee for the issuance of a Certificate may be changed in the future at the sole discretion of SJN. Holders of Certificates will not be assessed additional expenses should the Fee be increased. Likewise, holders of Certificates will not be entitled to reimbursement of any portion of the Fee should subsequent costs be decreased.

b) Other than as detailed above in section 4a, payment of the Fee does not cover or include any other funeral or inurnment expenses related to cremation, obituary notices, certified death certificates, clergy honoraria, religious facilities, sales tax, musicians, vocalists, transportation or escort costs, temporary casket during viewing or funeral service, flowers, music, food or drink. Such costs are additional to the Fee and shall be borne by the holder of a Certificate, or his/her legal representatives or successors.

5. Certificate of Inurnment Rights

a) A Certificate shall be issued to Eligible Persons only after an Agreement between SJN and the purchaser is executed and all applicable fees related to the Agreement are paid to and received by SJN.

b) To the extent a Certificate is lost or destroyed, SJN shall issue a replacement Certificate upon receiving a written request from the purchaser of the Certificate, or their legal representatives. Prior to replacing the Certificate, SJN shall require proof of identity and all other documents SJN determines in its sole discretion are necessary. The determination to replace a lost or stolen Certificate is at the sole discretion of the Pastor.

c) Each Certificate shall designate the niche for inurnment. Each niche shall have capacity for two (2) urns. To purchase a right to be inurned in a niche, an Eligible Person shall obtain an MPG&C packet from the SJN church office. This packet should contain a copy of a brochure, an application, the current Rules & Policies, and all other applicable forms. The applicant shall complete the applicable forms, and submit them, with full payment, to the SJN church office. If approved, the Agreement with SJN will be executed between SJN and the applicant, the Fee paid, and then a Certificate shall be issued for each Eligible Person.

6. Selection of Niches

- a) When the application is submitted to the SJN office, the applicant shall request any niche(s) which may be available at that time. If the same niche is requested by different applicants, prior to either applicant executing an Agreement with SJN, the applicant that submitted his/her application to the SJN office first in time shall have priority. Notwithstanding, all requests for niches are subject to the approval of the Pastor and such requests may be denied for any reason the Pastor determines in his sole discretion. In such circumstances, the applicant will be asked to request a different niche.
- b) The applicant shall only be allowed to purchase Certificates for Eligible Persons.
- c) After an application is approved and the Agreement signed, the issued Certificate shall designate in which niche the Eligible Person will be inurned.

7. Waiver of Fee

The Pastor of SJN, in his sole discretion, shall have the right to waive the Fee, in whole or part, for any Eligible Person who has recently died or for whom death is imminent.

8. Written Instructions

As to niche face plate inscriptions, SJN shall only accept written instructions that are received by the SJN office by either hand delivery or certified mail. Such written instructions will only be used if they meet all requirements of the R & P.

9. Inurnment Procedures

- a) Service: Only the Pastor, or clergy of the Roman Catholic Church approved by the Pastor, may officiate at an inurnment service in the MPG&C.
- b) Urns: Only urn(s) approved by SJN, in its sole discretion, may be used in the MPG&C. The name(s) of the deceased interned in the urn shall be permanently affixed to said urn(s) using SJN approved inscriptions and face plates.
- c) Inscription:
 - i. Uniformity of Inscription: Inscriptions on urns and niches shall be uniform in size, font, and style as determined by SJN in its sole discretion.
 - ii. Conformity of Text: Inscriptions on urns and niches shall only consist of the following words on the SJN approved face plate: First, middle and last names of the deceased, date of birth and the date of death of the deceased.
 - iii. Correctness of Inscription: An inscription order form will be provided in the MPG&C packet and shall be typed or printed in ink and signed by the de-

ceased's next of kin or legal representative. The inscription order form shall be submitted to the SJN office in a timely manner. Thereafter, arrangements for the inscription will be made by SJN. The cost of correcting errors caused by an incorrectly filled out inscription form shall be paid for by the estate of the deceased or other responsible party and not SJN. Notwithstanding, SJN shall, at its own cost, correct face plate inscription errors of names and dates that deviate from the names and dates provided on the submitted inscription form.

10. Flowers, Ornaments and Decorations

a) Flowers and plants may be placed in the MPG&C area on the day of the inurnment service, but subject to SJN's final approval. SJN has the right to move or dispose of such flowers or plants on its own and without coordination after 24 hours on the premises. Any flowers or plants (or their containers) not meeting SJN's approval shall be relocated or removed to a SJN approved location. No flowers, trees, shrubbery nor any plant shall be planted on the SJN property, including the MPG&C, without the express written permission of SJN.

b) Ornaments, decorations, or the placing of any other items near the MPG&C area is prohibited except with the written approval of SJN. Any ornaments, decorations, or items placed in the MPG&C, without written approval, may be removed and disposed of by SJN with no liability to SJN, the Diocese of Austin or their clergy, employees, or agents.

11. Perpetual Care

a) A portion, as determined by the Pastor in his sole discretion, of all collected Fees shall be held in a perpetual fund dedicated to the future expenses of the MPG&C. This fund will provide for these costs including, but not limited to, the following:

- i. Routine maintenance
- ii. Floral and seasonal plantings
- iii. Bronze urns
- iv. Inscription of face plates for urns
- v. Inscription and installation of engraved face plates on niches
- vi. Insurance
- vii. Repairs
- viii. Capital improvements to the MPG&C

ix. Other uses in the MPG&C at the discretion of SJN

b) Funds, over and above the amount needed, for the perpetual care of the MPG&C may first be used for future expansion of the MPG&C or such other needs of SJN as determined in the sole discretion of the Pastor.

12. Responsibility of Notification

The holder of a Certificate, or his/her legal representative, shall notify SJN in writing by certified mail of any change of address. Notices of change of address not sent by certified mail shall not be binding on SJN. Notice sent by SJN to the holder of a Certificate at the last address properly provided to SJN shall be considered sufficient and proper legal notification for all purposes.

13. Niche and Cremains

a) SJN Discretionary Right of Repurchase: Notwithstanding any other provision in the R & P, prior to an owner's inurnment or face plates engraved pursuant to these R & P, if requested by holder of a Certificate, SJN may repurchase an unused niche, as determined by the Pastor in his sole discretion. The amount paid to repurchase will be the original purchase price less an administrative fee of 10% and any expenses incurred.

b) Cremains remain the property of the estate of the deceased. If all cremains of persons inurned in a niche are removed, rights to the entire niche shall automatically revert back to SJN, with no compensation due to the estate or any other person.

c) No cremains may be inurned in any niche except those for persons listed on the Certificate for that niche. Cremains may not be placed on or in any part of the grounds, church or building of SJN except in an approved urn placed in the niche indicated on the Certificate.

d) If inurnment has not taken place before the expiration of 99 years from the date of the Certificate, and the person(s) named in the Certificate has not yet died, the purchaser of the Certificate, his guardian, heirs, executor or administrator shall have the option to renew the Certificate. Such renewal of the Certificate shall be at no additional cost to the purchaser.

e) In the event the purchaser of the Certificate or his guardian, heirs, executor or administrator fails to renew or elects not to renew the Certificate within 60 days after the expiration of 99 years, all rights granted in the Certificate shall lapse and the niche shall immediately revert to SJN.

f) The rights granted under the Certificate shall lapse upon the occurrence of the person named on the Certificate being inurned or interred elsewhere.

- g) Upon lapse of the rights granted by the Certificate, SJN shall be entitled to resell such rights.
- h) If the Pastor determines, in his sole discretion, that inurnment of the person named on the Certificate shall cause scandal, pursuant to the canon law of the Roman Catholic Church, SJN may repurchase the niche. The amount paid to repurchase will be the original purchase price.

14. Use

- a) Access to the MPG&C shall be permitted Monday through Sunday from sunrise to sunset or at such other times as determined by SJN in its sole discretion.
- b) All persons accessing the MPG&C and the SJN grounds for purposes of visiting a niche shall conduct themselves appropriately and not disturb or prevent SJN from using its facilities or church for their intended purposes.
- c) Appropriate clothing for a church, as determined by the Pastor, in his sole discretion, will be worn by all visitors to the MPG&C.
- d) No music shall be allowed in the MPG&C or on the SJN property except with the written permission of SJN.
- e) Gatherings of more than twenty (20) associated people at the MPG&C must be coordinated and approved by SJN, in writing, one (1) day prior to the gathering.
- f) No action may be taken or literature left by any visitor to the MPG&C or the SJN property that is contrary to the teachings and canon law of the Roman Catholic Church.
- g) Proselytizing of any faith in the MPG&C or the SJN property other than the Roman Catholic faith is strictly prohibited.
- h) Persons violating these Use rules contained in this paragraph 14 shall be trespassing and asked to leave the SJN property.

15. Title and Retained Rights

The holder of a Certificate acquires no property rights in the MPG&C, any of its niches or any of SJN's property. Legal title to the MPG&C and all niches remains with SJN and the Bishop of the Catholic Diocese of Austin and his successors in interest, at all time. The Certificate attests only to the right to inurn the cremains of the person(s) named in the specified niche in the Certificate. In the event of a discrepancy between the Certificate of Inurnment Rights and the administrative records maintained by SJN, the administrative records of SJN shall take preference and control.

16. Removal of Cremains by the Church

- a) Unless otherwise allowed in these R & P, an urn containing cremains may not be removed from the MPG&C without the written consent of (a) SJN and (b) the holder (or his/her legal representative or successors) of the Certificate and only after payment of applicable removal fees.
- b) Notwithstanding, an urn containing cremains may be removed upon good cause as determined by the Pastor in his sole discretion, upon formal written request by a party with legal authority to make such request and the payment of the applicable removal fee.
- c) Any expense of removal shall be borne by those requesting the removal and must be paid, in advance, of the removal. **All such openings and removals shall be fully documented, and SJN, the Diocese of Austin and its clergy and employees are hereby released from any and all claims, causes of action, liability or damages related to such opening or removal.**

17. Permits and Identity

A funeral director, or one otherwise responsible for the cremation of the deceased, shall furnish SJN with any required permits and be responsible for the identity of the cremains to be inurned. **SJN and its clergy or employees shall not be responsible for obtaining any permits or determining the identity of person(s) to be inurned and are hereby released from any and all claims, causes of action, liability or damages related to obtaining such permits or determinations of the identity of the cremains placed in an MPG&C niche.**

18. Termination of the MPG&C

Unless otherwise limited herein, the Certificate will continue as long as SJN's present church is owned by the Bishop of the Catholic Diocese of Austin or his successors in office or assigns. If SJN's church is to be sold or demolished, and a replacement MPG&C will not be furnished at the new site, the Certificate will terminate upon written notice by SJN of the termination. In the event of termination, the holder (or his/her legal representative successors) of the Certificate must remove the cremains from the niche in a reasonable period of time, but in no event more than 120 days after notice. If no such person removes the cremains within the 120 days of notice or if no such person can be contacted as determined by the Pastor, in his sole discretion, SJN has the right to relocate the cremains as it deems proper. Under the circumstances detailed in this paragraph, no refund of any amount for the Fee paid for inurnment rights will be made.

19. Protection Against Loss

SJN may carry insurance for the MPG&C; however, there is no obligation upon SJN to provide any insurance for the benefit of the inurnment right holders, and SJN, at its sole discretion, shall determine if insurance will be purchased, the scope of coverages and amounts, termination, or removal.

20. Charitable Contributions

In addition to the Fee, the purchaser of a Certificate may make an additional charitable donation to SJN for use in the MPG&C or the SJN general fund. If a purpose is not indicated below or is not one of the two allowed purposes, then the charitable contribution shall be used be placed in the SJN general fund and used by SJN for any purpose it determines in its sole discretion. Therefore, in addition to the Fee, the Purchaser hereby makes a charitable contribution to SJN in the amount of \$_____to be used for the following purpose:

(Purpose:_____)

21. Other Aspects of Operation

Any and all matters arising in connection with the operation and maintenance of the MPG&C not covered in the R&P or the Agreement shall be determined solely by SJN.

Entered into on this ____ day of _____, 2____ (the Agreement date).

St. John Neumann Catholic Church, Austin, Texas

By_____

SJN Pastor or Authorized Representative

Purchaser

By_____

Print Name_____

Address_____

MPG&C Niche #_____