

Prices and Fees

Memorial Prayer Garden and Columbarium

Niche Prices

	<u>Members</u>		<u>Non-Members</u>	
	1 st Person	2 nd Person	1 st Person	2 nd Person
12x12 Niche Center row	\$3,600	\$400	\$4,000	\$600
8x8 Niche Two rows above and below center	\$3,250	\$400	\$3,650	\$600
8x8 Niche Upper and lower rows	\$2,800	\$400	\$3,200	\$600

Memorial Prices

Large tree (minimum)	\$750 +	Small decorative tree	\$250 +
Landscape plantings	\$250	Engraved brick	\$125
Frances Schuchardt Memorial Fountain	Donation in any amount accepted		

Other Miscellaneous Costs

Opening niche after inurnment	\$100
Removing cremains after inurnment	\$100 plus any legal/administrative costs
Reselling niche to Church	10% of the original purchase price (Original purchaser receives 90% of resale proceeds)

CERTIFICATE OF PURCHASE
for
Memorial Item
in
Memorial Prayer Garden and Columbarium
from
First United Methodist Church of Portland, Texas

First United Methodist Church of Portland, Texas, in consideration of payment of the full purchase price, receipt of which is hereby acknowledged, hereby agrees that the Purchaser named below shall have naming rights of the specified Memorial Item described on the Memorial Purchase Application attached hereto, in the Memorial Prayer Garden and Columbarium of First United Methodist Church at 4545 Wildcat Drive, Portland Texas, 78374, San Patricio County, subject to its Policies and Procedures.

Name of Purchaser: _____

Amount and date of purchase: _____

Memorial Item Location: _____

As shown on the charts and records of the Memorial Prayer Garden and Columbarium on file in the office of First United Methodist Church of Portland, Texas.

FIRST UNITED METHODIST CHURCH OF PORTLAND, TEXAS

Date of Approval: _____ By _____
Senior Pastor

*Installment Purchase Agreement for Inurnment Niche
Memorial Prayer Garden and Columbarium
First United Methodist Church of Portland, Texas*

This document shall serve as an agreement (“Agreement”) between the First United Methodist Church of Portland, Texas (hereafter “FUMC”) and

_____ [Printed name] (hereafter “Purchaser”) for the purchase of an inurnment niche in the Memorial Prayer Garden and Columbarium, payment for same to be made in installments.

Purchaser to initial each term and provision when completing Agreement:

_____ I have completed an Application to Purchase Niche and read the Memorial Prayer Garden and Columbarium Policies and Procedures as provided by FUMC.

_____ I desire to purchase one _____ (size) niche for \$ _____ to be used to inurn the cremated remains of the person(s) designated in the Application.

_____ I request to pay for the niche with installment payments in the amount of _____

\$_____ per payment.

_____ I will pay an administrative fee of \$150.00 with my first installment payment.

_____ I acknowledge that the administrative fee of \$150.00 is not interest nor is it refundable, whether or not I eventually purchase a niche pursuant to this Agreement.

_____ If the full amount of the payment price is not paid within 36 months of the date shown below my signature on page 2 of this Agreement, this Agreement shall terminate. In case of termination pursuant to this provision, Purchaser may receive a refund of amounts paid, less the administrative fee of \$150.00, or may apply said amounts to the purchase of a niche at the price of niches at the time of payment in full.

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Agreement

_____ I acknowledge that no specific niche may be reserved, used by me, or otherwise designated for my purchase until FUMC has received payment in full pursuant to the terms of this Agreement.

_____ At any time before the FUMC Administrative Council declares the Memorial Prayer Garden and Columbarium completed and ready to accept cremains for the niches, I may terminate this Agreement and receive a refund of all amounts paid, less the administrative fee of \$150.00, without interest or other accrual of value, upon making a written request for same to the FUMC Sr. Pastor.

_____ Should the FUMC Administrative Council decide to terminate further planning of or cancel or discontinue construction of the Memorial Prayer Garden and Columbarium, I shall be entitled to a complete refund of all amounts paid pursuant to this Agreement, including the administrative fee of \$150.00, without interest or other accrual of value.

_____ I acknowledge that in consideration for the privilege to make installment payments at no specific rate or interest, FUMC may at any time revoke this agreement without stated cause and make full return of all amounts collected pursuant to the terms of this Agreement, including the administrative fee of \$150.00, without interest or other accrual of value.

FUMC

Purchaser

by: _____

(Signed)

Printed name: _____

Street or P. O. Box

Office/position at FUMC: _____

City

State and Zip Code

Telephones: _____

Dates signed:

Agreement

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(Revised 12/12/12)

FIRST UNITED METHODIST CHURCH OF PORTLAND, TEXAS
Memorial Prayer Garden and Columbarium

POLICIES AND PROCEDURES

Definition of Terms:

Cremins: The ashes that remain after cremation.

Niche: A space where cremains are held.

Designee: Name of person whose cremains are to be placed in niche.

Purchaser: Person who purchases niche.

Inurnment: The process of placing cremains into a niche.

Senior Pastor: The appointed pastor in charge at First United Methodist Church of Portland, Texas or the individual authorized to act as his/her representative.

1. Eligibility. First United Methodist Church of Portland, Texas (“FUMC”) has developed its columbarium, called Memorial Prayer Garden and Columbarium for members of this church and surrounding community.

Fifty percent of our niches have been reserved for Members and family of FUMC. Upon the occasion that the fifty percent of all available niches have been purchased consideration will be given to reserving or building additional niches for the same purpose.

Only inurnment and committal services consistent with Christian ecclesiastical burial rites shall be permitted.

2. Authority. The Church Council has responsibility to decide matters of policy that are not clearly set forth herein. The Church Council may delegate any of its authority to one or more individuals or a committee called to or designated for such service; decisions and actions by such individuals and committees shall have the same force and effect as if enacted by the Church Council. The Church Council, or its designee, shall maintain the Columbarium books and records of operation consistent with the requirements of the Book of Discipline of the United Methodist Church and the policies of FUMC.

3. Formal Agreements. To purchase the use of a niche, a Purchaser must fill out and sign an **Application for Purchase of Niche (“Application”)** (available from church office), which must list the person(s) whose cremated

remains the Purchaser intends to place in a niche (the “Designee(s)”). The Application includes the representation that the Purchaser has received, read and understood these **Policies and Procedures**. A Purchaser may pay for a niche in full at the time of application or may pay with partial payments pursuant to an installment agreement to be formalized in an **Installment Purchase Agreement for Inurnment Niche**. Upon full payment to FUMC of the purchase price provided in the **Application** and approval by the Senior Pastor, FUMC will furnish a **Certificate of Purchase (“Certificate”)**. A Purchaser or Designee may from time to time utilize a **Revised Information Sheet** to update or correct information previously furnished, but FUMC shall not be responsible for revised information unless the Senior Pastor has signed the Revised Information Sheet.

4. Current Contact Information. The Purchaser has the duty to keep FUMC informed of his or her current address and any other relevant locator information. When attempting to contact the Purchaser or other individuals as provided in these Policies and Procedures, FUMC will be responsible for using reasonable diligence by using only the contact information contained in the Application or last-dated Revised Information Sheet.

5. Transfer of Contracts. If the Purchaser is the Designee, then, only to the extent necessary to accomplish inurnment of the Purchaser’s cremated remains, the person legally entitled to make burial or inurnment decisions shall have the Purchaser’s rights in the Certificate. Otherwise, the Purchaser may not transfer her or his rights under the Certificate to any party other than the Designee without approval of the Church Council. FUMC shall not be responsible to recognize any transfer of rights to the Designee during the Purchaser’s lifetime unless the Purchaser notifies FUMC and provides FUMC an amended Certificate. FUMC shall not be responsible to recognize any transfer of rights to the Designee upon Purchaser’s death unless FUMC has been notified and issued an amended Certificate to the Designee.

FUMC has no obligation to approve any other transfer or to repurchase niches, but may do so upon written request of the Purchaser and upon approval by the Church Council. The Church Council will endeavor to resell niches to eligible persons and refund to the Purchaser 90% of the original purchase price for the type niche involved. Such refund shall be made from proceeds of such resale or other funds, if available, and at the option of the Church Council should it determine such amount will not be required for Columbarium expenditures in a reasonable period.

6. Niches, Urns, Contents and Faceplates. Only human cremains and appropriate momentos shall be inurned within niches designated for human cremains and shall be completely contained by urns, vessels or other approved containers. Niches designated for human cremains are of two uniform sizes, to be used only for cremated remains of one person or two persons, depending on the terms of the Certificate of Purchase. Niches designated for animal cremains are of one uniform size, to be used for cremated remains of one or more animals within the discretion of the Purchaser, limited by capacity of the niche. [Phase One of the Memorial Prayer Garden and Columbarium does not include niches for animal cremains.]

Cremains may be inurned in any suitable container compatible with the capacity of the applicable niche. Cremains of one or two Designees may be placed in one container. Containers other than urns designed for use in the niches are subject to approval or disapproval of the Church Council. Mementos, remembrances, keepsakes, and other memorabilia relevant to the life and memory of a deceased may be placed in a niche with the cremains of that deceased if compatible with the capacity of the niche and consistent with the intent and purposes of the Columbarium; such items are subject to the approval or disapproval of the Church Council.

One faceplate per niche is furnished by FUMC as a part of the price for a niche. The faceplate will only be engraved after the Designee is deceased. Following inurnment, the Church Council will have the faceplate engraved with the name, date of birth and date of death. The name to be engraved shall be as specified on the Application or the last dated Revised Information Sheet. Upon the death of a Designee whose cremains are to be placed in a niche containing cremains of an initial Designee, and on which the faceplate has been engraved, the faceplate will be removed and engraved without cost with the name, date of birth and date of death of the additional Designee.

The Church Council shall have authority to deny use of nicknames or other references to designee that it deems inappropriate for use. The faceplates will be engraved in uniform font and sized lettering with information from the Application or Revised Information Sheet. Any changes from that information will be at the expense of the party requesting the change. Modification and decoration of niches or any other area of the Columbarium are specifically and expressly prohibited.

7. Prices. The Church Council shall from time to time set the appropriate price for niches, memorials and fees for related services. FUMC shall

maintain a list of available niches and current prices available in the church office. Any holder of a Certificate of Purchase who wishes to upgrade to a niche of greater cost shall pay the difference between the current cost of the upgrade selection and the price initially paid for the niche to be exchanged. Re-entry into a sealed niche will require payment of an administrative fee in an amount determined by the Church Council.

8. Committal Service. Cremated remains shall be placed in the Memorial Prayer Garden and Columbarium at the joint convenience of the Pastor, FUMC, and the persons legally entitled to determine such arrangements on behalf of the deceased. No cremated remains may be placed in the Memorial Prayer Garden and Columbarium without a committal service. Any service at FUMC must be arranged with the approval of FUMC's Senior Pastor.

9. Not Perpetual Care. The columbarium area in FUMC's Memorial Prayer Garden is not and never will be a perpetual care cemetery as defined under the Texas Health and Safety Code

10. FUMC's Ownership Rights. Any rights granted in the Certificate of Purchase referred to above are in the nature of a license and will not convey any legal title to the space in the Memorial Prayer Garden and Columbarium, which remains the property of FUMC. FUMC reserves the right to enlarge, reduce, remodel, relocate or discontinue operation of the Memorial Prayer Garden and Columbarium at FUMC's current, or any future FUMC location. In the event of relocation or discontinuance of operation, FUMC will inform the family or legally responsible survivors of the Designee based on current contact information. FUMC may move existing niches to a new location. FUMC shall notify any existing Purchasers whose niches have not yet been filled of the new location of the niches. FUMC will at its sole cost and expense remove any urns and return same to a family member or legally responsible survivor with authority to take possession of the cremains. If unable to contact responsible individuals, FUMC shall have authority to scatter cremated remains or inurn same at another suitable location using procedures consistent with the intent, spirit and purpose of the Memorial Prayer Garden and Columbarium.

11. Re-openings and Removals. Once closed and sealed, a niche may be re-opened or a container of ashes or other contents of a niche may be removed only for good cause as determined by the Senior Pastor, upon

formal request by a party with legal authority to make such request. Any expense shall be borne by those requesting such action in an amount specified in the approved list of prices for niches and fees. All such openings and removals shall be fully documented, with FUMC being released from any and all further responsibility.

12. Lapsed Certificates. If a person identified as a Designee on an approved Application or Revised Information Sheet dies and the reserved niche is not used for that person's cremated remains, the rights lapse, but a person with proper legal authority to do so may request FUMC to repurchase such right. Such repurchase will be at ninety per cent (90%) of the original purchase price without interest or other accrued value. In any event if no inurnment has occurred pursuant to a Certificate for a period of twenty-five (25) years following the date of the last approved Application or Revised Information Sheet and FUMC has been unable to contact the Purchaser at the address provided in such document for three consecutive years, all rights under said Certificate will expire and FUMC may offer the niche for purchase by others. The Purchaser shall inform FUMC if the Designee's remains are placed elsewhere.

13. Limitation of liability. FUMC is not liable for destruction, defacement, theft or other loss. Purchasers of niches agree to hold FUMC harmless from all such claims and acknowledge acceptance of this paragraph upon execution of an Application for Purchase of Niche.

14, Applicability of Policies and Procedures. All holders of Certificates as well as other persons with direct interest in the Columbarium shall be subject to these Policies and Procedures and any amendments thereto.

15. Amendments. The Church Council may consider amendments to these Policies and Procedures. Amendments to these Policies and Procedures may be made only upon approval of a majority vote of FUMC's Church Council.

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Revised November 14, 2019 and Adopted by the Church Conference of the First United Methodist Church of Portland, Texas on January 23, 2020.