

St. Margaret's

EPISCOPAL CHURCH

Columbarium Agreement and Certificate of Right to Inter in St. Margaret's Columbarium

St. Margaret's Columbarium is a sacred place in the side chapel of our church set apart for the memorialization of those who have died, and for the inurnment and care of their cremated remains. Inurnment in St. Margaret's Columbarium is available to members of St. Margaret's and their families; to former members who have relocated outside of the Diocese of Washington; and to others with familial connections to the parish. Consideration of eligibility in other cases will be made at the Rector's discretion in consultation with the Senior Warden.

How Niche Subscriptions Work

The Columbarium consists of nine plain red oak cabinets with an outer door covering five shelves, or niches. Each niche measures 3.25 inches wide × 12.75 inches deep × 7.5 inches high and is covered by a small interior door.

Niches are available for subscription in quarter-size increments and can accommodate up to **four small (or two large) pre-made red oak urns**.

To determine the amount of space you will need in the Columbarium, you must consider the total number of people in your family who are to be interred and how much each person weighs. These two factors will determine the size of urn required for each person and the total amount of space required for their interment.

Each niche can accommodate:

- ❖ **Up to four small, quarter-size urns measuring 6.5 inches high × 5.5 inches long × 5.5 inches deep.** A **small urn** holds approximately 124 cubic inches of ashes. Since one pound of cremains equals one cubic inch, a small urn is appropriate for people weighing 124 pounds or less.
- ❖ **Two large, half-size urns measuring 6.5 inches high × 11 inches long × 5.5 inches deep.** A large urn accommodates approximately 255 cubic inches of ashes and is the appropriate choice for individuals weighing between 125 and 255 pounds.

As of January 1, 2024, the subscription fee for reserving space for interment in St. Margaret's Columbarium Facility is:

- ❖ \$1,200.00 per person for a small urn;
- ❖ \$2,400.00 per person for a large urn; or
- ❖ \$4,800.00 per family niche, which includes any combination of urn sizes (four small; two large; or one large and two small).

Regardless of the number of people and quarter increments elected, each subscription includes:

- ❖ **Plaques and engraving for each individual interred.** One brass plaque will be mounted on the interior door covering the niche where an individual's urn is interred, and a second one will be mounted on the west wall of the Columbarium Chapel.
- ❖ **Red oak urn(s) of the size(s) selected.** Upon the death of an individual to be interred in the Columbarium Facility, a surviving family member or designated representative should contact St. Margaret's, come to pick up the urn, and deliver it to the funeral home of choice.

Request for Space in the Columbarium

I am requesting that space be reserved in the Columbarium for the interment of cremains for myself and/or the family members I have designated on the forms shown on pages 3-6. In addition to providing the personal information required for each individual, I am indicating the urn size appropriate for each person, based on the respective capacity of small and large urns, as described on page 1.

I understand that the cost of my subscription, which is based on the election(s) I make in this Agreement, is itemized on page 7.

1. Subscriber or Designated Family Member's Personal Information (required for each person to be interred in the Columbarium)

Full name as it is to be engraved on the Columbarium plaques	<i>First, middle, last, suffix</i>	
Relationship to subscriber	<i>Self</i>	<i>Other relationship (please specify):</i>
Address		
Telephone/email		
Date of Birth	<i>Month/day/year</i>	
City and State (or Country) of Birth		
Date of Death (<i>to be recorded by Parish Office at time of death</i>)	<i>Month/day/year</i>	
City, and State (or Country) of Death (<i>to be recorded by Parish Office at time of death</i>)		
Parent A Name		
Parent B Name		
Parents' (Last) Residence		

Marital Status: ___ Never married ___ Married ___ Partnered ___ Widowed ___ Divorced

Name of Spouse/Partner: _____

Wedding Date/Anniversary: _____

Church Status: ___ Not a Baptized Christian

___ Baptized in the _____ Church

___ Communicant of the _____ Church

Name of Parish/Congregation: _____

Urn size required for this person (please refer to urn capacities specified on pp. 1-2):

___ Small Urn ___ Large Urn

2. Second Subscriber or Designated Family Member's Personal Information (required for each person to be interred in the Columbarium)

Full name as it is to be engraved on the Columbarium plaques	<i>First, middle, last, suffix</i>	
Relationship to subscriber	<i>Self</i>	<i>Other relationship (please specify):</i>
Address		
Telephone/email		
Date of Birth	<i>Month/day/year</i>	
City and State (or Country) of Birth		
Date of Death (to be recorded by Parish Office at time of death)	<i>Month/day/year</i>	
City, and State (or Country) of Death (to be completed at time of death)		
Parent A Name		
Parent B Name		
Parents' (Last) Residence		

Marital Status: ___ Never married ___ Married ___ Partnered ___ Widowed ___ Divorced

Name of Spouse/Partner: _____

Wedding Date/Anniversary: _____

Church Status: ___ Not a Baptized Christian

___ Baptized in the _____ Church

___ Communicant of the _____ Church

Name of Parish/Congregation: _____

Urn size required for this person (please refer to urn capacities specified on pp. 1-2):

___ Small Urn ___ Large Urn

3. Personal Information for Designated Family Member (required for each person to be interred in the Columbarium)

Full name as it is to be engraved on the Columbarium plaques	<i>First, middle, last, suffix</i>
Relationship to subscriber	
Address	
Telephone/email	
Date of Birth	<i>Month/day/year</i>
City and State (or Country) of Birth	
Date of Death (to be recorded by Parish Office at time of death)	<i>Month/day/year</i>
City, and State (or Country) of Death (to be recorded by Parish Office at time of death)	
Parent A Name	
Parent B Name	
Parents' (Last) Residence	

Marital Status: ___ Never married ___ Married ___ Partnered ___ Widowed ___ Divorced

Name of Spouse/Partner: _____

Wedding Date/Anniversary: _____

Church Status: ___ Not a Baptized Christian

___ Baptized in the _____ Church

___ Communicant of the _____ Church

Name of Parish/Congregation: _____

Urn size required for this person (please refer to urn capacities specified on pp. 1-2):

___ Small Urn ___ Large Urn

4. Personal Information for Designated Family Member (required for each person to be interred in the Columbarium)

Full name as it is to be engraved on the Columbarium plaques	<i>First, middle, last, suffix</i>
Relationship to subscriber	
Address	
Telephone/email	
Date of Birth	<i>Month/day/year</i>
City and State (or Country) of Birth	
Date of Death (to be recorded by Parish Office at time of death)	<i>Month/day/year</i>
City, and State (or Country) of Death (to be recorded by Parish Office at time of death)	
Parent A Name	
Parent B Name	
Parents' (Last) Residence	

Marital Status: ___ Never married ___ Married ___ Partnered ___ Widowed ___ Divorced

Name of Spouse/Partner: _____

Wedding Date/Anniversary: _____

Church Status: ___ Not a Baptized Christian

___ Baptized in the _____ Church

___ Communicant of the _____ Church

Name of Parish/Congregation: _____

Urn size required for this person (please refer to urn capacities specified on pp. 1-2):

___ Small Urn ___ Large Urn

Cost of Subscription

- ❖ Based on the elections you have made above (on pp. 3-6), the cost of your subscription is as broken down as follows:

Type of Urn	No. of Urns Needed	Unit Cost	Total Cost of Your Subscription
Number of people to be interred in small urns		\$1,200.00 each	
Number of people to be interred in large urns		\$2,400.00 each	
Totals			

- ❖ **Family Niche:** As explained above on page 2, there is an option to reserve an entire niche for a flat fee of \$4,800. As stated previously, each niche can accommodate the cremains of four individuals in small urns; two in large urns; or three in a combination of one large and two small urns. If you choose, the niche may also be used to inter the cremains of only one person. You must indicate your request to pay the fee for a Family Niche at the time you sign this agreement.

Family Niche requested: ____

The total cost of subscription based on the elections made in this document is \$____.00.

This Columbarium Agreement and Certificate of Right to Inter in St. Margaret's Columbarium is not valid until (a) appropriate payment has been received, (b) the signature(s) of the subscriber(s) has been obtained, and it has been approved by the Rector, as indicated in the Agreement section on page 11 of this document.

Regulations and Conditions Governing the Use of the Columbarium Facility of St. Margaret's Episcopal Church

The Rector and Senior Warden of St. Margaret's Episcopal Church administer the Columbarium Facility according to the following regulations and conditions:

1. The Rector will choose the location where an individual's urn will be placed, with full consideration given to the desires of the subscriber(s).
2. Reservation of space in the Columbarium Facility may be made upon receipt of a designated payment to the Parish of at least \$1,200 for each person to be interred.
3. Cremated remains may not be removed from the Columbarium Facility without written consent of
 - a. the Rector and
 - b. the surviving spouse. In the absence of a surviving spouse, the unanimous consent of immediate family members may be submitted. If such consents cannot be obtained, the cremains may not be moved except as provided in paragraph 16 below.
4. The use of space in the Columbarium Facility shall be limited to cremated remains of such persons as are designated in writing by the subscriber on the date of issuance of the approved Columbarium Agreement and Certificate of Right to Inter. Such designation may be changed by the subscriber during their lifetime by written notice to the Rector, or at their death, by an appropriate designation in their last will and testament admitted to probate, unless such admission to probate shall have been waived by the Rector.
5. If a unit is voluntarily vacated or the right to inter is surrendered, all rights with respect to such unit shall revert to the Parish. If a subscribed unit is not used (or is not effectively designated), all rights with respect to such unit revert upon the death of the subscriber (or their designee). If any unit is not used within 75 years of the allotment, and the family is no longer known to the Parish, the Rector will be free to reallocate such unit after making suitable effort to locate family survivors.
6. You acknowledge that the Columbarium and niches are the property of St. Margaret's. You further acknowledge that the only right you receive as a subscriber of a niche is limited license for use of the niche. You also acknowledge that the purchase of space in a niche does not entitle you to any ownership right, any personal, real, tangible, or intangible property right in the niche, the Columbarium, the parish, or any part of parish premises, or any privilege other than the use of the niche as set forth in this Agreement.
7. We welcome all people to St. Margaret's, but the Rector has sole discretion to decide whether to approve the interment of ashes in the Columbarium. From time to time, the Rector may delegate authority to approve interment of ashes to another parish clergy or Vestry member. All decisions of the Rector or other person acting as the Rector's

delegate are final. If, prior to interment, a person previously approved for interment subsequently engages in serious criminal acts or other infamous and un-Godly conduct, or is discovered to have done so in the past, the Rector may, in their discretion, withdraw approval for that person's interment in the Columbarium Facility.

8. Cremated remains presented for interment in the Columbarium Facility must be in an approved, pre-made containment urn provided by St. Margaret's. The Rector reserves the right to refuse to accept an urn which, in their judgment, will not provide permanent interment, or for any other reasonable grounds. If an urn does not fit in the space allocated for one urn, then, *before interment may take place*,
 - a. a subscription payment of \$1,200 for an additional unit of space in the Columbarium must be paid (if such space is available), or
 - b. the urn must be replaced by one that meets the stipulated size requirements.
9. St. Margaret's will arrange for the placement of two brass plates for the person whose ashes are committed to its care. The first plaque, which bears the person's name and **year** of birth and death, is placed on the face of the niche where such ashes rest. The second plaque, bearing the person's name and **dates** of birth and death, is mounted in the frame on the west wall of the Columbarium Chapel. The cost of these two plaques is included in the subscription fee.
10. The Church agrees to exercise reasonable care in the maintenance of the Columbarium. No liability of any kind or character whatsoever is assumed by the Church or Vestry for the maintenance or preservation of the ashes of any person interred in the Columbarium or for any loss or damage to the receptacles or ashes of such deceased persons, nor is any liability of any kind whatsoever assumed by the Church or Vestry for any matter or thing related to the Columbarium, its use or subsequent maintenance, except for failure to exercise such reasonable care.
11. If any provision of this Agreement is ever held unlawful, you and the Vestry agree that the remaining provisions of the Agreement are still to be enforced.
12. If you or your legal representative, a current or future family member, or other successor-in-interest ever bring a lawsuit against St. Margaret's and/or the Vestry or any of their members, employees, agents, heirs, or assigns in a court of competent jurisdiction (a court with the legal power to adjudicate the lawsuit) and, despite the liability waiver set forth above in paragraph 11, the court awards a judgment against St. Margaret's, its Vestry, or any of their members, employees, agents, heirs, or assigns, you agree and that any damages (including general, special, compensatory, exemplary, and punitive damages) shall be limited to the sum you paid for the niche license and that no interest shall be payable on any amount awarded.
13. Flowers may be placed in the Columbarium Chapel only in such places as may, from time to time, be designated by the Rector and may be removed at any time by like authority, and shall at all times be subject to the control and regulations of the Vestry or its committee.

14. In the event this Parish moves to a different location, it shall be the responsibility of the Vestry to provide facilities comparable to those now existing for the re-depositing of the urns committed to its care and the Vestry shall exercise maximum effort to locate and notify surviving heirs as to the new location.
15. In the event that the present church edifice is demolished, or the ownership of the church property is transferred by the church, or the Columbarium facility is discontinued,
 - a. the right to inter shall terminate without any refund to existing subscribers,
 - b. the Vestry or its successors shall exercise maximum effort to locate and notify surviving heirs and afford them the opportunity to remove the urns, and
 - c. the Vestry or its successors shall not otherwise dispose of the urns within three years after the Columbarium facility is discontinued for any reason.
16. St. Margaret's seeks to honor the wishes of all persons whose ashes are interred in the Columbarium. Unless you or one of the persons whose ashes may be interred in your niche instructs us otherwise in writing, we will presume that persons whose ashes are placed in a Columbarium niche wish their ashes to remain in the Columbarium so long as it remains operational. However, a person who plans to have their ashes interred in the Columbarium may provide written instructions naming a family member or another person and giving that person permission to remove their ashes at a future date for reasons deemed appropriate in the judgment of the Rector. Any such instructions should be submitted with this Agreement or, on a future date, provided to an authorized representative of St. Margaret's. Otherwise, ashes placed in a niche may not be removed from the Columbarium without a court order unless one or more of the events described in paragraph 15 occurs.
17. The Vestry from time to time may set aside a limited number of units for charitable use at the discretion of the Rector with the advice and consent of the Senior Warden.
18. Ordinarily a subscriber should be a canonical member of the Parish and all designees should be limited to those related by kinship or marriage. However, at the discretion of the Rector with the advice and consent of the Senior Warden, urns of those not a canonical member of the Parish may be accepted for interment from a surviving spouse, next of kin, or legal representative who also may not be a canonical member of the Parish.
19. We love all of God's creatures, but the Columbarium is for the interment of human remains. No niche subscription may be acquired or used for the interment of a pet or other animal. No names of pets may be engraved or otherwise indicated on Columbarium cover plates.
20. Our Rector and former Rectors of St. Margaret's may reserve a unit for themselves and their spouses without a designated subscription fee.
21. The responsibility of all records relative to the use of the Columbarium facility rests with the Vestry.
22. These regulations may be altered, amended, or repealed by the Vestry.

Agreement

In exchange for a paid-in-full fee to this Parish by the subscriber(s) named in this application in the amount of \$_____.00, St. Margaret's Episcopal Church will designate space in the Columbarium for the applicant.

This agreement is subject to the ***Regulations and Conditions Governing the Use of the Columbarium Facility of St. Margaret's Episcopal Church***, as well as all other Parish regulations reasonably applicable to the Columbarium Facility that the Vestry of this Parish may from time to time adopt.

Agreed and signed this _____ day of _____, 20__.

Signature of Subscriber(s):

Approved by the Rector on: _____ (date)

Rector's Signature:

For Use by Rector/Parish Office:

a. Space assignment is in which Columbarium Facility:

_____ South (1982) _____ West (2022)

b. Space assignment in the Columbarium Facility (column, niche, space)

c. Has a Family Niche been elected? _____

d. Payment method:

(i) Online: Copy of *Giving Statement* attached _____

(ii) Check: Check no. _____ Amount _____ Copy attached _____