

FIRST PRESBYTERIAN CHURCH
Greer, South Carolina
COLUMBARIUM

RULES AND REGULATIONS

Section 1. Definitions

- 1.1 The term, "Columbarium," shall mean the Columbarium located at the First Presbyterian Church in Greer, South Carolina.
- 1.2 The term, "Columbarium Agreement," shall mean the contract between First Presbyterian Church, Greer and any person who wants to use the Columbarium for interment.
- 1.3 The term, "Purchaser," shall mean the person who executes the Columbarium Agreement and any permitted assignee if the assignee has given written notice of the transfer to First Presbyterian Church, Greer.
- 1.4 The term, "immediate family," shall mean the spouse, parents, siblings, children, step-children, spouses of children, spouses of step-children, grandchildren, step-grandchildren, spouses of grandchildren and spouses of step-grandchildren of any Purchaser whether or not any such person is a member of First Presbyterian Church, Greer.
- 1.5 The term, "Session," shall mean the Session of First Presbyterian Church, Greer, South Carolina and action by the Session may be taken by the Session or by a committee duly appointed by the Session and authorized to take such action.
- 1.6 The term, "Niche," shall mean a designated space in the Columbarium.
- 1.7 The term, "First Presbyterian," shall be the First Presbyterian Church located in Greer, South Carolina.

Section 2. Use of the Columbarium

- 2.1 Only members of First Presbyterian, their immediate families, ordained ministers who are serving or have served First Presbyterian and their immediate families may be interred in the Columbarium or memorialized on a memorial plaque.

- 2.2 If a Purchaser transfers his or her membership or is removed from the roll of First Presbyterian the Purchaser shall continue to have the right to use the Columbarium for interment until he or she shall by written notice terminate the Columbarium Agreement or until the end of the tenth year following the date of such transfer of membership or removal from the roll, at which time the right to interment in the Columbarium shall terminate automatically. But, notwithstanding a transfer of membership or removal from the roll, a Purchaser may extend the Columbarium Agreement for additional ten year periods by giving written notice of extension to First Presbyterian prior to the end of the ten year period then in effect. Upon such termination, whether by transfer or the expiration of the ten year period, upon written request one-half of the amount paid by the Purchaser shall be refunded to the Purchaser; provided, however, that three hundred (\$300.00) dollars of the amount paid by the Purchaser shall be non-refundable under any circumstances. First Presbyterian will attempt to contact the Purchaser before terminating his or her agreement.
- 2.3 The Columbarium Agreement shall be evidence of the Purchaser's right to the use of a Niche in the Columbarium for interment.

Section 3. Columbarium Agreement

- 3.1 The Columbarium Agreement sets forth the Agreement between First Presbyterian and any Purchaser with respect to the use of a Niche in the Columbarium.
- 3.2 Any person who desires to use a Niche in the Columbarium for interment shall pay the purchase price in full and sign the Columbarium Agreement. When the Session accepts the Columbarium Agreement, a Niche (or Niches) shall be assigned to the Purchaser, the Columbarium Agreement shall be signed by a duly authorized agent of the Session and a copy shall be delivered to the Purchaser.
- 3.3 A Purchaser may transfer the rights evidenced by the Columbarium Agreement to members of his or her immediate family but to no other person. In the event of any unauthorized transfer, the rights evidenced by the Columbarium Agreement shall become null and void and the niche shall revert to First Presbyterian. The purchase price shall be forfeited as liquidated damages, not a penalty.
- 3.4 A Purchaser may at any time notify First Presbyterian that he or she no longer wants to be interred in the Columbarium and that he or she wants to terminate the Columbarium Agreement. If such termination is approved by the Session, upon written request one-half the funds paid hereunder shall be refunded to such Purchaser, subject to the requirement that \$300.00 of the purchase price be non-refundable under any circumstance.

Section 4. Funds

- 4.1 All funds received from the sale of rights to interment shall be deposited in the account(s) established for that purpose by the Session. Any withdrawals from such account for maintenance and repair, contributions to the church, or for any other reason shall be made only upon approval of the Session.
- 4.2 All records and books of account for the Columbarium shall be subject to audit as are other accounts and funds of the church.

Section 5. Administration

- 5.1 The administration, management, and day to day operations of the Columbarium shall be the responsibility of the committee as shall be formed and appointed by the Session. A duly authorized agent of the Session shall be charged with the responsibility for overseeing the management of the Columbarium.
- 5.2 The committee managing the Columbarium shall make and submit such reports as the Session may direct.
- 5.3 Numbered Niches shall be assigned to a Purchaser on a first come – first served basis, and once assigned, as evidenced by the Columbarium Agreement, will not be changed so long as the Columbarium Agreement has not been terminated, except as provided in the Columbarium Agreement.
- 5.4 Any action of the committee chosen by the Session to administer the Columbarium may be taken by a majority of the members present at any regularly called meeting.

Section 6. Interment

- 6.1 At the time of death, the legal or personal representative of the person to be interred shall notify First Presbyterian. First Presbyterian shall arrange for the assigned Niche to be made available as soon as possible.
- 6.2 Only a container approved by First Presbyterian may be used for interment.

- 6.3 The cost of cremation and any attendant cost and expense shall be the responsibility of and shall be paid by the legal or personal representative of the person to be interred in the Columbarium.
- 6.4 Upon the request of a member of the deceased person's immediate family or a person showing evidence of proper authority, a Niche may be opened and the content removed. Any opening of a Niche may be done at a time convenient to First Presbyterian and any expenses relating thereto shall be borne by those requesting such action. Upon removal, the family terminates their right to use the Niche. First Presbyterian may rely on any documents showing evidence of authority and shall not be required to make further inquiry with respect thereto. Any person requesting such opening and removal shall release First Presbyterian from any liability in connection with such action and as a condition precedent to such action, shall agree to indemnify and hold First Presbyterian harmless from any costs (including legal fees and court costs) incurred in connection with such opening and removal.
- 6.5 Custody of ashes shall be and remain the sole responsibility of the family of the deceased until given to First Presbyterian for immediate installation in a niche.
- 6.6 All memorial or interment services and ceremonies on church property shall be subject to prior review and approval of the Session.

Section 7. Miscellaneous

- 7.1 All parties to the Columbarium Agreement shall be subject to these Rules and Regulations and any amendments thereto.
- 7.2 Amendments to these Rules and Regulations may be made at any time upon approval by the Session.
- 7.3 Any and all matters arising in connection with the operation and maintenance of the Columbarium not covered in the Rules and Regulations or the Columbarium Agreement shall be determined by the Session with notice to the Purchaser, where necessary or practical.
- 7.4 Any notices given hereunder shall be to the most recent address supplied to First Presbyterian by a Purchaser.
- 7.5 No memorabilia, such as flowers, pictures, letters, or other such articles and materials shall be placed within, around, or on the grounds of the Columbarium or First Presbyterian. The Session reserves the right, in its sole discretion, to remove and dispose of such memorabilia.

COSTS

Double Niche \$2,400

Interment Fee (opening, closing, plaque) \$300 per person

Plaque may only be affixed at interment.

Requirements for Plaque:

Name (Wilbur B. Smith)

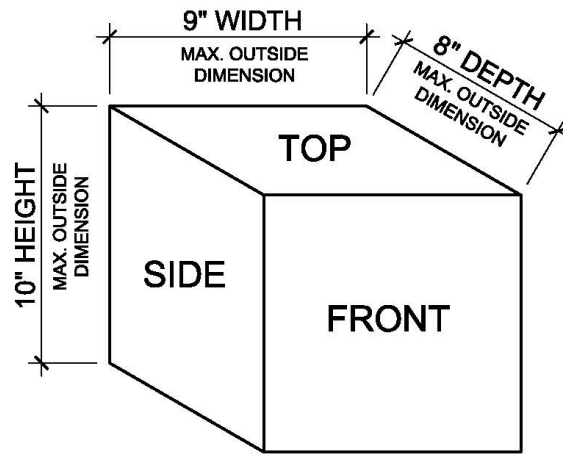
Dates (January 1, 1900 – January 2, 1900)

Cost does not include mortuary charges for service and cremation.

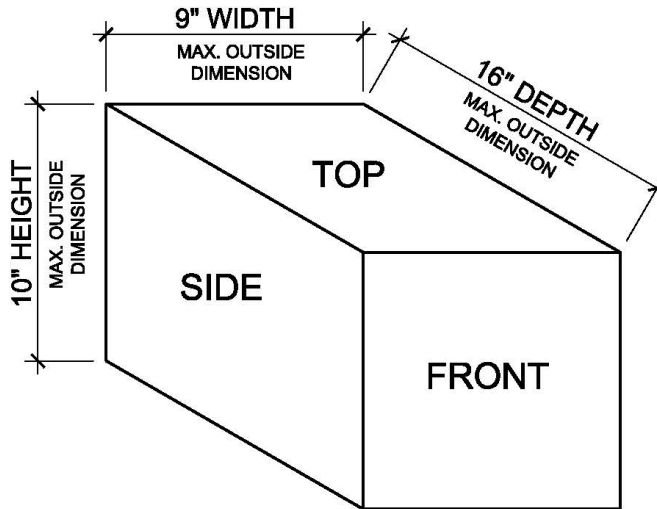
Memorial Plaque (on tablet) \$300

All financial considerations must be met prior to the signing of the Agreement and use.

Prices are subject to change.



NICHES CONTAINING 2 URNS
MAXIMUM SIZE FOR EACH URN



NICHES CONTAINING 1 URN
MAXIMUM SIZE FOR URN

FIRST PRESBYTERIAN CHURCH
Greer, South Carolina
COLUMBARIUM AGREEMENT

This agreement made this _____ day of _____ 20 _____
between FIRST PRESBYTERIAN CHURCH of Greer, South Carolina (“First Presbyterian”)
and _____ of _____

WITNESSETH:

In consideration of the sum of \$ _____ this day paid to First Presbyterian, the parties agree as follows:

1. First Presbyterian agrees to provide one double Niche number _____ (as shown on the attached diagram) in the First Presbyterian Church Columbarium and Memorial Garden (the “Columbarium”). It is the present intention of Purchaser that the Niche be used for the interment of the ashes of _____.
2. The Purchaser hereby grants to First Presbyterian the right in perpetuity to relocate the cremated remains covered by this Agreement to another location if, in the sole discretion of the Session of First Presbyterian, such relocation is necessary.
3. The rights of the parties to this Agreement are subject to the rules and regulations governing the Columbarium, as the same may hereafter be amended from time to time, which are attached hereto and incorporated herein by reference.
4. It is understood that this Agreement does not constitute a sale of property rights but provides for the use of a space for interment in accordance with policies existing at the time of interment.

In witness whereof, this Agreement has been executed in duplicate originals on the date above,

FIRST PRESBYTERIAN CHURCH :

PURCHASER:

By: _____

By: _____

Title: _____

By: _____

VITAL INFORMATION
(PLEASE TYPE OF PRINT CLEARLY)

NAME: _____
(Exactly as you would like it engraved on the plaque)

SPOUSE: _____
(If double niche, exactly as you would like it engraved on the plaque)

ADDRESS: _____

PHONE: _____

Please provide name(s) of the individual(s) responsible for decisions concerning funeral arrangements upon last decedent.

NAME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have prior funeral arrangements been made? _____ YES _____ NO

Mortuary Location & phone: _____

Did your arrangements include the purchase of an urn? _____ YES _____ NO

Does First Presbyterian have your funeral service arrangements on file? _____

If not, would you like a minister to contact you about such arrangements? _____ YES _____ NO