



COLUMBARIUM POLICIES AND AGREEMENT

These rules, policies, and procedures are compiled to become the agreement (hereafter referred to as Agreement) which are designed to protect both the interests of the one who purchases the License for Use of a Designated Niche (“License”) and Heritage Baptist Church of Lynchburg, VA (hereafter referred to as HBC). The Agreement governs the use, operation, and maintenance of HBC’s columbarium (Columbarium).

1. **COLUMBARIUM:** HBC owns, manages, and administers the Columbarium; determines the standards for eligibility; maintains the necessary structure, and keeps the records required by law. The Columbarium consists of niches for the interment of the ashes of cremated humans only. Each niche shall be engraved with the name of the deceased, the date of birth, and the date of death. Each niche is limited to the cremated remains of two (2) persons.
2. **ELIGIBILITY:** The Columbarium is restricted to the interment of members of HBC and their deceased children if the child dies before the age of (25) twenty-five. “Children” includes those who were under the legal parental/custodial care of the member before the child died. HBC leadership has sole authority in determining eligibility for interment.
3. **LICENSE PURCHASE PROCESS:** HBC will maintain a map of niches that are available. The niche doors will be engraved with name(s) and, unless opting out, the birthdate(s) shortly after the purchase of the License therefore also providing a reasonably current visual view of available niches. Each submitted application must identify the requested niche from those available at the time of application. Applications for the purchase of a License will be reviewed for eligibility in the order that HBC receives the application. If the application is approved then full payment for the niche is required within 90 days of approval. Upon payment, the applicant shall then be granted a Certificate of License in the Columbarium, see Schedule B (attached). If the License is not paid within 90 days of the approval then the application is voided and the previously reserved niche becomes available to all applicants. The applicant will be promptly notified when the approval decision has been made, this will typically be in less than 7 business days.
4. **SALE AND OWNERSHIP OF NICHES:** The purchase of a License provides for the use of the niche for the cremated remains of (1) one or (2) two eligible member(s). If the Certificate of License only names (1) one eligible member as intended to be interred, then the name of a second eligible member can be added later at no additional cost.

The purchase of a License does not provide the rights of ownership nor any interest in real estate to anyone, HBC’s ownership of the Columbarium and all niches continue unchanged.

A License for an unused niche may only be surrendered back to HBC, such a request must be made in writing to HBC. If the request is approved, HBC will refund the amount paid for the niche minus the cost to replace the already engraved door and any other expenses incurred by HBC to accommodate the surrender and resale of the niche.

The original purchaser, during their lifetime, may change the planned person(s) to be interred to any other eligible person(s) only by written request to HBC.

5. **CONTENTS OF THE NICHE:** Each niche may contain the cremated remains of a maximum of two (2) deceased eligible persons.
6. **URNS:** The cremated remains of the eligible person(s) to be interred in the Columbarium are interred in an urn, the urn is not provided by HBC. Urn purchase(s) should be planned so that two urns will not exceed the interior dimensions of the niche. The niche measures 12" high by 11" wide by 12" deep. Many crematories provide a container that fits well in the niche.
7. **ENGRAVING OF NICHE DOORS:** In an effort to maintain uniformity, engraving of the granite door will be provided only by HBC with the engraved font style and size determined by HBC. The cost for the engraving(s), the niche opening(s), and the niche closing(s) are included in the purchase price of the niche. Each niche door may be inscribed only with the name (and nickname as listed on the application) including any name suffix (e.g., Jr., Sr., III) of the interred person(s) (no titles), date(s) of birth, and date(s) of death. No other inscription will be permitted. Normally the name(s) and date(s) of birth of the eligible person(s) will be engraved on the door after the License purchase, and the date of death will be added after death. If desired, the date of birth can be added when the date of death is engraved.
8. **PRICE:** HBC retains the exclusive right to change the License price at any time. The costs of cremation are not covered by any fee or fees paid to HBC, and HBC does not offer any cremation services. The License prices are listed on Schedule A (attached). Future price changes after the purchase of a license do not impact the already concluded purchase of the License.
9. **COLUMBARIUM RECORDS:** HBC shall maintain records of all the niches in the Columbarium. Records will include the niche location with the name of those who have been or will be interred there. The records will also include the application for License purchase, date of purchase, birth date(s), date(s) of death, date(s) of interment, contact information, and, as required by Virginia law, signed interment authorization by deceased's authorized representative or secondly, the legal next-of-kin.
10. **LIABILITY:** Motivated by respect for the family and the memory of the deceased HBC member, HBC will endeavor to maintain the Columbarium and adhere to the Agreement set out herein. However, neither HBC, HBC leadership, HBC employees, HBC volunteers nor any other person or company contracted by HBC shall have any personal or vicarious

liability under any theory whatsoever to any person or persons whomsoever, no matter how situated, for any of the following:

- a. Any action or inaction related in any way to the Columbarium; the urn; the niche and its use; or any other aspect of the Columbarium;
- b. Any action or inaction related in any way to the cremated remains that may be placed in the Columbarium, including the future possibility of moving or relocating the Columbarium and/or any of the cremated remains;
- c. Any action or inaction causing delays in an interment or any failure of HBC to adhere to any of the policies and procedures set forth herein;
- d. Any action or inaction relating to the loss or damage of the Columbarium or any of the cremated remains contained therein from any cause whatsoever, including acts of nature, acts of God, thieves or vandals, negligence whether simple, gross or willful and wanton; and
- e. Any and all other causes of action under any theory whatsoever, whether arising via tort, contract, or statute.

11. ARRANGEMENTS AND INTERMENT SERVICE: Arrangements for the interment of cremated remains must be made through HBC leadership. Prior to scheduling the date and time of service, HBC needs to receive:

- a. the Certificate of Cremation from the crematorium. This certificate will be used to validate the identification by confirming the identification on the certificate matches the identification tag that has stayed with the cremated remains since cremation.
- b. the signed authorization for interment by the person legally authorized to do so. According to Virginia law (§ 54.1-2825), this legally authorized person is determined by the following list in order of priority, starting with the highest priority.
 - i. If the deceased died while serving in any branch of the United States Armed Forces with a person designated in a U.S. Department of Defense Record of Emergency Data (DD Form 93) then such person will make arrangements for the funeral and disposition of the remains.
 - ii. If the deceased designated an individual as the legally authorized person to decide regarding interment, and such designation is signed and notarized, then that person makes the decision regarding the arrangements for the funeral and disposition of the remains. This consideration is only valid if a copy of the signed and notarized authorizing document and a signed acceptance by the designee is provided to HBC no later than 48 hours after the crematorium receives the remains.
 - iii. If neither of the two considerations listed above is applicable then the legal next of kin can make the service decisions and authorize the interment of the

remains. Virginia law gives both the widow(er) and adult children the co-equal right to decide regarding remains.

HBC is entitled to accept in good faith the representations and certifications made by appropriate persons in connection with the interment, including that the cremated remains are those of the person designated, and HBC shall not be responsible or liable for the identification of the cremated remains.

Interment or memorial services held at the Columbarium must be aligned with HBC theology and approved by HBC leadership. HBC leadership reserves the right to disapprove or restrict any or every portion of the service. The opening and closing of any niche are prohibited by anyone other than those persons so designated by HBC for the purpose of interment and engraving. Such a designated person will be present at the service for that purpose.

For the purpose of best viewing and safety, it is preferred that persons visit the Crematorium during daylight hours.

12. FLOWERS, PLANTS, and DECORATIONS: Flowers, plants, flags, or any other memorial items in the Columbarium area are not allowed except for the purpose of the interment service, such items are then removed upon completion of the interment service. HBC can remove and dispose of such items without notice or liability.
13. FUTURE COSTS AND ASSESSMENTS: HBC shall provide for the ongoing care and maintenance of the Columbarium. There will be no assessments or future charges after the initial purchase of the niche.
14. RULE CHANGES: HBC reserves the right to amend or change the rules, policies, and procedures outlined in this document as HBC leadership deems appropriate and in the best interest of the HBC ministry. The amended changes shall govern all niches within the Columbarium at all times.
15. CHANGES OR RELOCATION: HBC reserves the right to alter or to move the Columbarium, or any of its contents if deemed appropriate by legal and/or unforeseen events that may occur such as the relocation of HBC to a different site.

Cremated remains shall only be removed in accordance with the laws of the Commonwealth of Virginia.

16. NOTIFICATION CONTACTS: At all times, it shall be the responsibility of the License purchaser, the immediate family, and/or other interested parties to keep HBC advised of the current name, mailing address, email address, and phone number of each of 1) the License purchaser, 2) the person(s) to be interred, 3) the surviving next of kin, and 4) an additional designated contact person. In the case that HBC would need to contact someone for any reason related to the Columbarium then HBC will utilize these contacts and contact methods for such a notification. If none of these referenced contacts can be contacted then HBC has no additional responsibility for notification. After any one of these contacts has

been contacted, then HBC has no additional responsibility for notification. This information is found in Schedule C and is current as of the time of the License purchase. Updates can afterward be recorded on the Purchaser's copy of the Agreement when HBC is notified of the update. HBC will update its records.

17. UNUSED OR ABANDONED NICHE: A niche not used within (5) years of the death of the person(s) whose remains are to be interred in such space shall be deemed abandoned when all Notification Contacts have not responded for a period of at least 30 days to mail, email, and phone efforts. HBC may then resale such an abandoned niche.
18. AUTHORITY OF HBC: If special cases arise in which the strict enforcement of a policy may impose unnecessary hardship, HBC leadership may, without notice, make exceptions, suspensions, or modifications of any of these policies. Such exceptions are temporary and do not become part of these documented policies. The exception and explanation will be recorded in HBC's records.
19. AUTHORITY OF THIS DOCUMENT: with the exception of that which is referenced in #18 above, the contents of this document and subsequent changes or amendments to this document supersede all other written or spoken comments, agreements, promises, and understandings regarding the Columbarium.
20. SEVERABILITY: If any provision of this Agreement is found invalid, illegal, or unenforceable pursuant to any governmental order, the remainder of this Agreement shall remain valid, legal, and enforceable according to its terms, and the such invalid, illegal or unenforceable provision shall be replaced with a provision that approximates the substance and spirit of the invalid, illegal or unenforceable provision as closely as possible without being invalid, illegal or unenforceable.

As the purchaser of the License, and by my signature below, I, John Doe, attest that I have read, understand, and assent to this Agreement that defines my purchase of this Columbarium License.

_____ on November 7, 2022.

As an authorized representative of Heritage Baptist Church, Lynchburg, Virginia, I, Allen Waldrep acknowledge receipt of full payment of \$1350.00 for the purchase of a Columbarium License on wall __, row number __, and column number __ for the interment of the cremated ashes of James Terry Doe born on April 15, 1950 and Mary Elizabeth Doe born on April 15, 1955.

_____ on November 7, 2022.

SCHEDULE A COLUMBARIUM NICHE PRICE

Niche Purchase Price is as follows based on niche location:

- The first (top) row is \$1600.
- The second row is \$1400.
- The third row is \$1000.
- The fourth (bottom) row is \$800.

The above prices all reflect a 20% Early Bird Discount. Niches purchased after June 30, 2023, will be \$2000, \$1750, \$1250, & \$1000 respectively.

HBC does not provide any payment plans for the purchase of the License.

The purchase price includes:

- the initial engraving of the name(s) and birth date(s) after the time of purchase,
- the opening and closing of the niche for either one or two interments,
- the engraving of each date of death,
- the provision of a temporary door for a utilized niche while the niche door is engraved, and
- support for the ongoing maintenance and care of the Columbarium and its surroundings.

The purchase price does not include:

- the provision of the urn(s),
- cremation services,
- funeral and interment service expenses, or
- anything else not listed as included in the purchase price.

There is an additional processing fee (2.2% + 0.30) if the purchase is made with a charge card.

**SCHEDULE B
CERTIFICATE OF LICENSE**

**CERTIFICATE
OF COLUMBARIUM LICENSE**

This is a Certificate of License to a designated niche in the Columbarium located at Heritage Baptist Church, Lynchburg, VA.

The designated niche is on wall K, row number 3, column number 4.

This certificate is explained and governed by the accompanying Columbarium Policies and Procedures. An additional and current copy is available upon request at the office of Heritage Baptist Church.

This license was purchased by James Terry Doe on this 26th day of October, 2022 for the interment of the cremated ashes of James Terry Doe born on April 15, 1950 and for the interment of the cremated ashes of Mary Elizabeth Doe born on March 15, 1955.

Authorized by: _____ Date: October 26, 2022

**SCHEDULE C
NOTIFICATION CONTACTS**

The License Purchaser:

Name:
Address:
Mobile:
Email:

The Person to be Interred:

Name:
Address:
Mobile:
Email:

An Additional Person to be Interred:

Name:
Address:
Mobile:
Email:

Surviving Legal Next of Kin:

Name:
Address:
Mobile:
Email:

Additional Designated Contact Person:

Name:
Address:
Mobile:
Email: