



**INTERMENT NICHE GUIDELINES
AND
MEMORIAL STONES GUIDELINES
FOR
MEMORIAL GARDEN OF ST. LUKE'S UNITED METHODIST CHURCH
HOUSTON, TEXAS**

The following Guidelines are intended to provide St. Luke's United Methodist Church (referred to as "St. Luke's"), and those persons who may purchase and/or have purchased Interment Niches and/or Memorial Stones in the Memorial Garden located at St. Luke's, guidance with respect to the ownership, rights, duties and responsibilities of all parties in connection with the Memorial Garden.

1. **Administration of Garden.** The Memorial Garden shall be administered by St. Luke's Financial Executive under the guidance and oversight of the Finance Committee. It shall be the responsibility of the Finance Committee to administer these Guidelines, which may be changed from time to time to maintain the Memorial Garden as provided herein.

2. **Definitions.** As used in these Guidelines, "Memorial Garden" means the columbarium area(s) located on the St. Luke's campus containing (a) Niches used or intended to be used to contain cremated human remains, and (b) Memorial Stones. "Niche" means a vault in the Memorial Gardens used or intended to be used for the interment of such remains. "Interment Rights" means the right of the St. Luke's Member to have placed in a Niche the cremated remains of the Member or a designated member of such Member's immediate family (as defined in Paragraph 3 below). "Urn" means the vessel described in paragraph 7 below which shall contain such remains, and which shall be placed in the Niche. "Niche Marker" means the marker which shall be affixed to the outside of the Niche. "Interment" means the permanent disposition of such remains by placing them in an Urn and depositing the Urn in a Niche. "Memorial Stone" means a paving stone located on the ground level surface of the Memorial Garden that does not contain an urn or remains. "Incising" means either (a) the inscription placed on the Niche Marker containing the permitted information about the person whose cremated remains are placed in a Niche, or (b) the inscription placed on the Memorial Stone containing the permitted information about the person who is memorialized by each Memorial Stone.

3. **Eligibility for Purchase.** Any current or past member of St. Luke's shall be eligible to purchase a Niche or Niches in the Memorial Garden, for themselves and/or for members of their immediate family. Any person or entity (or combination thereof), including any current or past member of St. Luke's, and any recognized organization within St. Luke's (such as a Sunday school class, the United Methodist Women, etc.) shall be eligible to purchase a Memorial Stone in the Memorial Garden to memorialize a deceased member of St. Luke's or someone who is deceased who was a part of a member's immediate family. The current or past member, other person or entity, or combination thereof (as the case may be) eligible to make and making such purchase is referred herein to as "the Member". "Immediate family" of the Member shall include a spouse, children (including adopted children), stepchildren, parents, step-parents, grandparents, step-grandparents, grandchildren and step-grandchildren. In the event that the Member desires to purchase a Niche or Memorial Stone for someone other than a person specifically described herein, the Member shall make a written request to the Finance Committee, which shall consider the request and determine, in its sole discretion, if the person for whom a Niche or Memorial Stone is requested should be permitted interment or recognition in the Memorial Garden, taking into account all relevant family circumstances and other facts presented by the Member.
4. **Person Memorialized.** The same person may be interred in a single Niche AND also memorialized by a single Memorial Stone.
5. **Purchase by Multiple Parties.** The Finance Committee may permit a single Memorial Stone memorializing one person to be purchased by more than one Member and/or entity.
6. **Style and Placing of Urn, Niche Marker, Memorial Stone and Incising.** The Finance Committee shall adopt and prescribe the size, dimension, and construction of the Urns that shall be permitted to be used in the Memorial Garden, as well as a standard style and uniform format of the Niche Marker and the Incising to be placed upon the Niche. The Finance Committee shall adopt and prescribe the size, dimension, and type of the Memorial Stones permitted to be used in the Memorial Garden, and a standard style and uniform format for the Incising to be placed upon the Memorial Stones. Because of the need to maintain uniformity, and to preserve the beauty and dignity of the Memorial Garden, only approved Urns, Niche Markers, Memorial Stones, and Incising shall be permitted.
7. **Specific Urn Requirements.** A container for ashes is required for interment in a Niche. Cremated remains not in approved types of containers will not be accepted. A container shall be a stainless steel box, metal urn, plastic urn, ceramic urn, or other appropriate container. Containers must be of such size to fit within the niche without alteration. All containers shall be capable of withstanding the elements, have a long life expectancy, and shall be suitable for removal and transportation in the event such removal and transportation becomes

advisable or necessary. Each container must be capable of a watertight seal and constructed of materials that are not easily punctured or soluble in water. St. Luke's will not supply the container.

8. **Purchase Price.** The Finance Committee shall determine from time to time the purchase price for the Interment Rights in the Niche(s) as defined in the Agreement for Purchase of Niche and Interment Rights, and Agreement for Purchase of Memorial Stones. The St. Luke's Financial staff shall keep accurate books and records to reflect the amounts paid for items above by each Member. St. Luke's shall be responsible for refunding the amount paid for Niches and/or Memorial Stones by each Member, or the Member's authorized representative, when such refund is required or authorized by these Guidelines.
9. **Transferability of Niches.** No Member shall have the right to sell, give or devise a Niche to another person unless, a Member (or a Member's authorized representative) who desires to sell, give, or devise a Niche to another party who is also a member of St. Luke's requests approval from the Finance Committee to permit such transfer, and the Finance Committee, in its sole discretion, will determine if such transfer is appropriate.
10. **Reassignment of Niches.** The Member and the Finance Committee may agree to the reassignment of a Niche or Niches within the Memorial Garden if such reassignment is feasible, subject to the availability of unsold Niches.
11. **Record of Purchase of Niche and Rights of Interment.** The St. Luke's Finance staff shall maintain accurate records of the purchase of Niches and the Rights to Interment therein in the Memorial Garden, and shall issue to each Member a written Certificate of Purchase. In the event of an issue regarding the purchase of a particular Niche, the records kept by the St. Luke's Finance staff shall be the official records.
12. **Record of Purchase of Memorial Stones.** The St. Luke's Finance staff shall maintain accurate records of the purchase of Memorial Stones in the Memorial Garden.
13. **Reconveyance to St. Luke's.** St. Luke's shall have the right to repurchase any Niche not used within six (6) months of the death of the person whose remains are intended to be interred in such Niche. The St. Luke's Finance staff shall take the necessary steps to notify the Member, or the Member's appropriate family members or authorized representative, and shall refund the appropriate amount previously paid to the Member, or to the Member's authorized representative, and St. Luke's shall thereupon reacquire full ownership rights in such Niche.
14. **Status of Memorial Garden.** It is understood and agreed that the Memorial Garden is not a perpetual care cemetery, a permanent maintenance cemetery, nor a free care cemetery, as defined by the Texas Health and Safety Code. St. Luke's and the Finance Committee shall not be legally obligated to maintain the

Memorial Garden as a perpetual cemetery, a permanent maintenance cemetery, or a free care cemetery, nor shall St. Luke's require any Member to contribute toward the expenses of maintaining the Memorial Garden. St. Luke's intends to maintain the Memorial Garden in a tasteful, clean, and dignified state befitting the sanctity of the purpose of the Memorial Garden. St. Luke's shall reserve the right to convert the Memorial Garden from a columbarium to another use if that is deemed necessary. In that event, or in the event of the move of St. Luke's from its present location, all remains of deceased persons who are interred in the Memorial Garden at the time shall be removed by St. Luke's, at its cost, and placed in another appropriate columbarium location.

15. **Member's Obligation to Provide Contact Information.** Each Member who has purchased a Niche and a Right of Interment has an obligation to keep the St. Luke's Finance staff notified of his or her current address and contact information. Neither St. Luke's, nor the Finance Committee, shall bear any liability for any action taken by St. Luke's or the Finance Committee without the consent of such Member if the contact information for the Member is not current.
16. **Disturbance of Cremains.** It is St. Luke's understanding that the purchase and subsequent use of the Niche for the interment of the Member's (or immediate family member's) cremains complies with the express wishes of the Member. As a result, a site may be opened and the contents removed only for good cause, as determined by St. Luke's, or as required and/or permitted by law. Furthermore, the cremated remains of a Member or any other person interred in the Memorial Garden may only be removed by such person(s) authorized by law to do so, and upon compliance by such person(s) with all requirements of state, municipal, or other pertinent laws. Any expense incurred shall be borne by the person(s) or entity requesting such action. All such openings and removals shall be documented in the records of St. Luke's, and, before such removal is made, St. Luke's shall be given a written release from any and all further responsibility and liability where such removal is not at the request of St. Luke's. If, after the removal of the cremated remains of the Member or other eligible person from their assigned Niche, there are no other cremated remains still present in the Niche, all rights to use the Niche shall revert to St. Luke's. No fees or contributions of any type shall be refunded by St. Luke's to any person or entity upon the removal of any interred remains.
17. **Use of Property.** Niches are for the sole use of human cremated remains. Other uses are prohibited.
18. **Identification of Cremains.** St. Luke's, its employees and its agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of interment or at any subsequent time. St. Luke's acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the church for placement within a cremation space.

19. **Access to Church Grounds.** St. Luke's reserves the right to set hours that the Memorial Garden will be open or available for visiting, or services. St. Luke's reserves the right to refuse entrance to anyone to the Memorial Garden area for any reason.

20. **Personal Conduct in the Columbarium.** The Memorial Garden is on the St. Luke's premises, and all persons in the Memorial Garden area are expected to conduct themselves in accordance with customary good decorum as normally observed in a church. Any Minister, staff member or employee of St. Luke's and/or member of the Finance Committee may enforce these Guidelines and exclude any person(s) violating these Guidelines from the Memorial Garden.

21. **Decorations.** The Memorial Garden will not be able to accommodate permanent flowers or decorations of any kind. The Memorial Garden area will be cared for by St. Luke's staff. Cut flowers, and live plants may be displayed on Niche Markers for one week, provided they are tastefully presented, properly cared for, and conform to the natural décor of the Memorial Garden as a whole. St. Luke's reserves the right to remove, dispose of and/or destroy any decoration, ornamentation, floral arrangement, yard ornament, or other item placed on any Niche and/or on any Memorial Stone and/or elsewhere in the Memorial Garden. Family members and friends who wish to place flowers or other decorations in the Memorial Garden are encouraged to contact St. Luke's to offer floral arrangements to be placed on the altar in the sanctuary in the name of their loved one.