

PEACE LUTHERAN CHURCH  
455 CLARK STATE ROAD  
GAHANNA, OH 43230

The title is presented in a stylized, bubbly font with a yellow-to-white gradient and a blue outline. The text is set against a yellow, curved background that resembles a banner or a piece of paper. The words are stacked: 'Columbarium' on the top line and 'Rules & Regulations' on the bottom line.

**Columbarium  
Rules & Regulations**

Approved by the Memorial Garden Committee

August, 2010

**RULES AND REGULATIONS**  
**PEACE LUTHERAN CHURCH COLUMBARIUM**  
**455 Clark State Road, Gahanna, OH 43230**

**General**

These regulations are designed to protect the interests of both the individual user and the Church. Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, memorial garden area. These rules may be changed by agreement of the Vision Board of Peace Lutheran Church as is deemed necessary. Fee structuring or suggested ranges of donations will make allowances for the continued operational quality provided by the church.

**Applicability**

The owner of the cremation niche (hereafter known as the Grantee) agrees to all regulations, restrictions and conditions set forth by Peace Lutheran Church, Gahanna, OH (hereafter known as the Church) or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by the Church and its successors.

**Availability of Rules**

Interested parties may review current regulations, conditions and restrictions during regular church office hours. These Regulations will remain in the church office.

**Exemptions**

Exemptions to these rules must be in writing and signed by the chairperson of the Vision Board. The specific exemptions will be made for cogent reasons and shall not exempt the Grantee from otherwise unmentioned regulations, rules, conditions or restrictions that may apply.

**Subject to Laws**

In addition to rules and regulations set forth the Grantee agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of the Church agreements, contracts, rules, policies, restrictions is in violation the Church shall be given the opportunity to make the appropriate amendment. The Church reserves the right to amend the specific item or items without affect on other provisions set forth or as may be amended.

### **Control of the Church**

All improvements of any kind on or surrounding areas designated for cremated remains are under the strict control of the Church and any type of work including, but not limited to: opening and sealing of niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. The Church may remove any and all improvements.

### **Outside Vendors**

The Grantee agrees to use materials, products, spaces, agents, parties, and designs approved and controlled by the Church.

### **Use of Property**

Niches are for the sole use of human cremated remains. Other uses of the columbarium niches are prohibited.

### **Single Inurnment within Niche Space**

Inurnment of one person's cremated remains within an area designated or intended for a single urn shall preclude other inurnments, such as companion arrangements, may not repose more cremated remains than the number intended for that area.

### **Identification of Cremains**

The Church, its employees or agent shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record.

### **Inurnment Order Required**

A written authorization is required from the Grantee, executor or personal representative for the person or persons not designated or intended for at the time of agreement between the Church and the Grantee prior to the inurnment of those cremated remains. This written authorization must be approved by the Church.

### **Right to Alter and Use Property**

The Church reserves the right to change the boundaries and make improvements as it sees fit. The Church reserves the right of ingress and egress as may be necessary.

### **Errors**

Should cremains be placed in the wrong location the Church will offer a new location to the Grantee or their authorized representative. The Grantee or their representative's acceptance of the new space will be the limit of their remedy or redress. The Church will accept the costs associated with the disinterment and reinterment due to their error. Should a previous claim to ownership exist for any space resold in error the subsequent purchaser will be given the option of either a refund for all monies paid or that of another available urn space. If, for any reason, the actual space cannot be opened at the time of need the Church may provide an alternate space, temporarily, so as not to delay the committal service, without liability to the Church.

### **Access to Church Grounds**

The Church reserves the right to refuse entrance to anyone on the church grounds, to the columbarium/memorial garden other than by a property owner or relative of a property owner or to any other person or persons it deems objectionable for any reason. The church reserves the right to set hours that the columbarium/memorial garden will be open or available for visiting, or services.

### **Disturbances**

The Church reserves the right to prohibit disturbances on, or near, the columbarium garden area. Inconsiderate behavior, actions or improprieties will not be permitted.

### **Disturbance of Cremains**

The cremation space or area intended for the sheltering of the Grantee's cremains was the express wish of the Grantee. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a court order from such a court having authority to demand such a change.

### **Decorations**

The Church will not be responsible for any decorations, flowers or other items placed on or near the columbarium space. The Church reserves the right to remove and destroy any decoration, floral arrangement or other item that it deems unsightly or objectionable. All decorations must not infringe upon the rights of others. The Grantee shall be liable for any damage caused by the placement of any decoration. Under no circumstances will the use of glass containers or other items that could cause injury be allowed in the columbarium area. The Church, at its sole discretion, reserves the right to limit or restrict any decoration or design that would not be appropriate on church grounds.

### **Urn Requirement**

Cremated remains not in accepted types of urns will be accepted and transferred into an approved type of urn.

### **Limitation of Liability**

The Church will make reasonable precautions to protect the Grantee from loss or damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of the Church shall be limited to no more than the amount of money paid for any contracted items.

### **Additions and Amendments**

The owner recognizes that additions or amendments to the rules, conditions or restrictions may be deemed necessary by the Church for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

### **Dissolution of Church**

The Grantee acknowledges that the Church cannot guarantee that it will be able to continue operations of its columbarium indefinitely. If and when the time should arise, for whatever reasons, that the columbarium needs to be relocated, removed, changed or dismantled, that determination will be made at the sole discretion of the Church. Notification of such actions shall be published in the church newsletter and/or local newspaper at least one month prior to such action. All monies set aside for this contingency shall be under the Church's control and under no circumstances shall any person or persons be entitled to any refund from the Church. The Church shall not be responsible for locating the next-of-kin to inform them of their intended actions. The Grantee, their heirs, representatives, assigns, agents, executor or administrator agree to abide by the decision of the Church, whatever that might be, for all future time.

### **Use of Funds**

Use of funds will be under the express control of the Church whether the source be from donations, gifts, contributions, fees, memorials, bequests, or any other means.

### **Verbal Instructions**

The Church is not responsible for any instructions given verbally. Rights of the Grantee are provided on forms prescribed by the Church and executed in an approved manner, by an agent authorized by the Church. Verbal instructions or oral statements will not bind either party.

### **Authority to Operate**

Peace Lutheran Church is duly registered and licensed by the State of Ohio pursuant to Ohio revised code section 4767.02(A).

### **Funeral Service**

The Church expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Church, its employees, representatives or agents make no claim that the Church provides mortuary services or any other service that may require licensing by the State of Ohio or the State Board of Funeral Directors and Embalmers. The Church does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other titles which might be construed as to claim any type of regulated position.

### **Inurnments**

Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. The Church has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternative time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Grantee.

### **Reference to Regulations**

Every purchase order and/or agreement entered into between the Church and the Grantee will give reference to the regulations, rules, conditions and restrictions covered here and shall bind the parties to these in their loyalty.

### **Release of Agreement**

The Church agrees to purchase contracted items that have not been delivered or personalized or any service paid for but not delivered for 80% of its purchase price. If accepted, the Grantee shall provide the church with a written release for those contracted, undelivered items.

### **Transfer of Ownership**

Transfer of ownership is not permitted, unless otherwise approved/permitted by the Church.

### **Use of Cremation Space**

If a person allows the use of their space, merchandise or services to another person in their place, the inurned person's heirs, representatives, assigns, agents, executor or administrator agrees to abide by the rules, regulations and restrictions as if the person interred were an actual signer to the agreement and will be bound equally. Use other than the owner(s) or his/her family must be approved by the governing board of the Church.

### **Choice of Location**

In a situation where the Grantee knows the exact location of his cremation niche space at the time he enters into the agreement with the Church it will be known as an "at-need" sale regardless of whether an actual death has occurred. The choice of location will be granted on a "first come" basis. No promises are made to the Grantee relating to speculation of future sites or locations that may or may not be developed.

### **Memorial Garden Fund**

The Church reserves the right to establish and control a Memorial Garden Fund. All money received by the Memorial Garden Fund will be placed in this established fund with the principal and all accrued interest made available to the church governing board for the purposes of relocating, removal, defraying the expenses involved by the continued operations of its columbarium and garden areas, or some other purpose if and when that time should ever arise. All excess funds received and not needed to operate the Memorial Garden would be transferred to the Peace Lutheran Church Endowment Fund.

### **Warrants**

The Church makes no guarantees or warrants concerning the durability or the expected life or condition of grounds, facilities or products offered to the Grantee. The Church offers these products and services for the sole purpose of providing a means for Christian burial.

### **Agents or Representatives**

The Church may choose to appoint individuals to serve them in the operations or administration of the columbarium or the columbarium areas at its sole discretion. The duties and powers of any such representative will be under the strict control of the Church governing board but only to the scope encompassed by these regulations. The governing board may elect to establish a means of handling emergency, unique or special situations as they may arise without affect on these general regulations.