

**ST. MARY OF THE VISITATION CATHOLIC PARISH COLUMBARIUM  
POLICIES AND PROCEDURES OF OPERATION**

**September 1, 2023**

**OVERVIEW**

St. Mary of the Visitation Catholic Parish, located in Huntsville, Alabama, hereafter referred to as "the Church", is installing a Columbarium on the grounds of the Church for inurnment of cremated remains (cremains) of Eligible Persons (as defined below). These policies and procedures are designed to ensure the inurnment of cremains is reverent and orderly, and to specify the privileges and conditions connected with the use of the Columbarium.

**THE COLUMBARIUM**

The Columbarium shall consist of niches for the inurnment of the cremains of Eligible Persons as defined below. Each niche shall be uniform in size and shall be designated by a specific number. The niches are designed to accommodate single or double use. The inurnment of the cremated remains of more than two (2) persons is prohibited. Only cremains of humans are allowed to be inurned in the Columbarium.

The overall design of the Columbarium shall be determined by a Board comprised of a member from the Pastoral Council; Building & Grounds; Finance Council; the Pastor; and others designated by the Pastor. The Church shall at all times have full authority and control over the Columbarium. Such control shall be exercised by the Pastor and persons designated by the Pastor.

**ELIGIBLE PERSONS**

The Columbarium shall be used only for the inurnment of the cremains of current and former members of the Church and their immediate families and members of area Catholic churches. The Pastor shall have the final authority to make exceptions to the definition of Eligible Persons.

**RESERVATIONS OF NICHE**

Niches may be reserved for the cremains of Eligible Persons upon the payment of all fees in effect at the time a reservation is made, and upon the execution of all required documents. The reservation of a niche for future use shall be evidenced by a Right of Inurnment Certificate issued by the Church to the Eligible Person(s) or their representative.

The reservation of a niche and the payment of the fee gives the individual the right to be inurned but does not convey ownership of property to the individual. The Church provides the niches, urns, and engraving of the face plate; and is not responsible for other costs (i.e., cremation and other funeral costs). Niche reservations cannot be resold to another person. Niche reservations

cannot be transferred to any other person or persons except immediate family members (spouse, children, parents), with the prior written permission of the Pastor. For just cause, as determined by the Pastor, the Church may repurchase a niche. The repurchase price will be the original price less an administrative fee of 25%. However, once an inurnment is complete, no refund will be made.

Pricing for niches will initially be \$3,500 for parishioners, and \$4,000 for non-parishioners. Prices will be periodically reviewed by the Columbarium Committee and adjusted as needed.

If a niche remains unused for more than five years after the death of the person(s) whose name(s) is/are on the Right of Inurnment Agreement, the niche will revert to the Church without reimbursement. However, within five years after the death of the last purchaser, the Church will honor the first request, from any next of kin who is an Eligible Person, for the Agreement to be reissued in his or her name.

### **NICHE DETAILS**

Reservations of a niche in the Columbarium shall include the niche and an engraved faceplate that covers the niche. The Church will provide urns of a suitable size to fit into the niche. With the approval of the Pastor, the purchaser or their family can provide their own urn. The urn must meet the size requirements of 5.5" wide x 5.5" deep x 7" high, or if a vase style, 6 inches diameter by 10 inches high. Internal niche dimensions are approximately 12 inches wide by 12 inches high by 12 inches deep. The Church will be responsible for having the faceplate of the niche engraved once an Eligible Person's cremains have been inurned. The faceplate will be engraved only with the deceased person's name, date of birth, and date of death. If the person served in the military, their rank or rate may also be engraved. Niches receiving the cremains of two (2) persons will be engraved with such information for both persons. No other engravings will be permitted. The Church will provide the engraving in as timely a manner as possible.

The Church will provide suitable planting and landscaping in the area surrounding the Columbarium. No flowers, plants or other decorations may be placed in the area without prior written approval of the Pastor. On special occasions such as Christmas and Easter, the Church may place flowers and other decorations at an appropriate spot in the Columbarium area.

### **CREMATION**

The Church will not offer cremation services. The cost of cremation is not covered by niche fees paid to the Church. The representative of the deceased shall be responsible for cremation in accordance with the laws of the State of Alabama, and for all costs in connection therewith.

### **FUNERAL SERVICES**

No inurnment of cremains in the Columbarium shall be permitted without an appropriate service. The service will be planned by the Pastor in consultation with the deceased's family. Only the Pastor or his designate may conduct the service.

## **RELOCATION OF CREMAINS**

The Church reserves the right to remove the cremains from the Columbarium and to cause the relocation of such remains in any other appropriate location, whether on the present grounds of the Church or elsewhere, upon the occasion of the relocation or discontinuance of the Columbarium for any reason.

Upon the request of a person showing evidence of authority, a niche may be opened and the cremains of a deceased therein may be removed by such person authorized by law to do so, and upon compliance by such person with all requirements of applicable laws. Any such opening of a niche shall be done by the Church at such time as may be convenient to it, and the cost thereof shall be paid by the person requesting such action. The Church may require as a condition of complying with such a request that the person making such a request release and indemnify the Church against all liability and expenses, including attorney's fees, incurred in connection with such opening and removal. If, after the removal of the cremated remains of the deceased, the cremated remains of another deceased are not still present in the niche, all rights to use of the niche shall revert to the Church. No fees of any type shall be refunded by the Church to any person or estate upon such removal of inurned cremains.

## **RECORDKEEPING**

The Church shall maintain a record of each set of cremains placed in the Columbarium. The record shall include the name of the deceased, the dates of birth and death of the deceased, and information about a contact person. The Church shall also maintain a list of reserved niches with the names of the Eligible Persons and their contact information.



**ST. MARY OF THE VISITATION CATHOLIC PARISH COLUMBARIUM**

**RIGHT OF INURNMENT AGREEMENT**

WHEREAS St. Mary of the Visitation Catholic Parish, a part of the Corporation Sole of the Diocese of Birmingham in Alabama ("the Church"), owns and maintains a Columbarium on its church grounds located at 222 Jefferson St. N, Huntsville, AL 35801-4814;

WHEREAS the Church has established a set of Policies and Procedures governing use of said Columbarium, which are incorporated by reference as fully set out herein, and Purchaser acknowledges that he/she has received, read, and understood the contents of said document, and agrees to abide by the Same;

WHEREAS, the Church retains the right and title to said property and grants hereby to Purchaser only the right to the use of the Columbarium in accordance with the Policies and Procedures of Operation;

WHEREAS, Purchaser warrants a property right in and to the mortal remains of the person(s) anticipated to be inurned in the Columbarium and further warrants authority to execute this agreement, and the Church assumes no responsibility to inquire further into the authority of the person executing this agreement;

NOW THEREFORE, in consideration of \$\_\_\_\_\_ paid to the Church by Purchaser, the Party or Parties covenant and agree that the Church will provide to Purchaser the use of Niche Number \_\_\_\_\_ in the Columbarium for the inurnment of urn(s) containing the cremains of the person(s) listed below in accordance with the Policies and Procedures signed and attached herein. Purchaser or Purchaser's representative is to provide the information indicated below for the person(s) whose cremains will be inurned in the Columbarium.

(PLEASE PRINT CLEARLY)

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**NAME:** First                      Middle                      Last  
**DATE OF BIRTH** \_\_\_ / \_\_\_ / \_\_\_      **DATE OF DEATH** \_\_\_ / \_\_\_ / \_\_\_

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**NAME:** First                      Middle                      Last  
**DATE OF BIRTH** \_\_\_ / \_\_\_ / \_\_\_      **DATE OF DEATH** \_\_\_ / \_\_\_ / \_\_\_

IN WITNESSETH WHEREOF, this Right of inurnment Agreement has been executed by all parties on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_  
Pastor or Delegate

By: \_\_\_\_\_  
Purchaser

Purchaser' s Address \_\_\_\_\_

Purchaser's Phone #: \_\_\_\_\_

**BOOKKEEPING**

All fees, donations, bequests or other funds received by the Church in connection with the Columbarium shall be maintained by the Church in a segregated account. All disbursements from that account shall be approved by the Pastor. Appropriate periodic and annual audits and reviews of the aforesaid account shall be conducted in accordance with the Church's regular accounting practices.

**LIABILITY**

The Church's liability to any Eligible Person, his or her heirs, family or personal representatives, in connection with the ownership, use or maintenance of the Columbarium shall be limited to the fee paid for the right to use a niche.

**AMENDMENT OR WAIVER OF RULES:**

The Pastor may modify, amend, repeal or waive any or all of the policies or requirements stated herein. A waiver of any policy or requirement shall not be construed, unless specifically so stated in writing by the Pastor, as waiving any other policy or requirement of this agreement or with respect to any situation or occurrence arising thereafter.

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_ hereby acknowledge that I have read, received a copy of, and agree with the policies set forth herein above.

Signature of Purchaser: \_\_\_\_\_

<b>OFFICE USE ONLY</b>	
Niche #	_____
Amount Paid \$	_____
Check #	_____