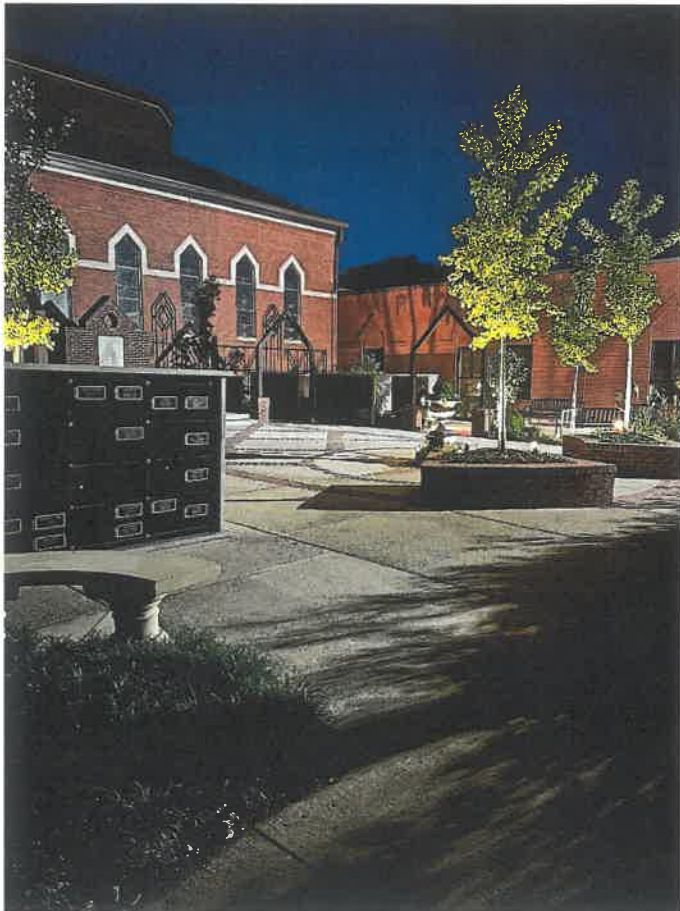


OLPH Columbarium Agreement

The Our Lady of Perpetual Help Church Columbarium Trustees and Pastor have compiled the following terms and conditions with respect to the Columbarium use.

The terms and conditions herein are designed to govern the Columbarium and for the mutual protection and benefit of niche holders and Our Lady of Perpetual Help Church as a whole. They are established with certain restrictions to ensure a degree of uniformity and control within the Columbarium to preserve the Columbarium character and those landscape qualities that contribute to a peaceful and reflective place.

The Pastor, Trustees, and Staff hope you find this information helpful when visiting the Columbarium. Should you have any questions, please do not hesitate to contact the Church Office.



Contact Information

Our Lady of Perpetual Help Church
8151 Poplar Ave
Germantown, TN 38138-6138
(901) 754-1204 ext. 304

Operating Hours

Access to the Columbarium shall be seven days a week during daylight hours.

OLPH Columbarium Agreement

GENERAL RULES AND REGULATIONS

Management of the Columbarium shall be by the Pastor and Columbarium Trustees.

The Columbarium is considered part of the Church structure, and all persons in the area of the Columbarium are expected to conduct themselves accordingly.

ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the cremated human ashes of a member or past member of the Church or their immediate family in good standing with the Church. Requests for the inurnment of others may be honored if the Pastor approves. The cremated remains of one or two persons shall be inurned in each niche. Cremated remains may not be held so that both inurnments occur simultaneously, and remain may not be commingled in one urn. Applicants must have the prior written consent of the Pastor to place accompanying memorabilia in the niche. Placing the ashes of an Animal in the Columbarium is against the approved liturgical norms and will not be permitted.

PURCHASE OF NICHES

Each space for the inurnment (hereinafter "niche") in the Columbarium shall have a capacity of two urns as long as it fits within the dimensions of the niche (approximately 11 7/8" tall by 11 5/8" wide by 11 13/16" deep). To purchase a niche, an eligible person must complete all appropriate forms and submit them with payment. The completed Agreement will be forwarded to the Pastor for final approval. When the application is approved, the applicant will be issued an executed copy of the Agreement.

FEES

The one-time fee for the right of inurnment in the Columbarium includes all costs directly associated with inurnment, the inscriptions of names and dates, and the perpetual care of the Columbarium. The fee does not include the cost of cremation, transportation, and other off-premises costs. Fees may be changed in the future on the Trustees' recommendation and approval of the Parish Finance Council. Current Agreement holders will not be reimbursed in the event of a future reduction in the one-time fee for such right nor assessed additional costs in the event of a future increase in the one-time fee for such right. (See the attached fee schedule)

SELECTION OF NICHES

When the Agreement has been approved, the applicant will have the right to select any niche(s) which may be available at that time. If more than one application has been approved on the same date, the preference rights shall be based on the date and time the completed Agreements are received.

WAIVER OF FEES

Whenever the Pastor deems it appropriate to waive any portion of the payment for a niche for anyone otherwise eligible who has recently died or for whom death is imminent, such waiver shall be approved by the Parish Finance Council, and the Trustees shall be notified.

MANNER OF OWNERS' DELIVERING OF ORDERS

The Church and the Trustees shall be held responsible only for written orders given in person or by email. They shall not be held accountable for any mistake due to the lack of precise written instructions regarding the inscription or the location of the niche where inurnment is desired.

OLPH Columbarium Agreement

INURNMENT PROCEDURES

A. Services. Only the Church Pastor, or another person authorized by the Pastor, shall be permitted to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor and the deceased's family, and only such service, according to the Rites proscribed in Canon Law, shall be approved by the Pastor.

B. Urns. Urns must fit within the measurements of the niches (approximately 11 7/8" tall by 11 5/8" wide by 11 13/16" deep). Urns are not provided and are at the expense of the Owner.

C. Inscription on Niches

1. Uniformity of Inscription: The inscription shall be a uniform size and style determined by the Trustees. (See attached example) The purchase price of the inurnment rights shall include the cost of such inscription.

2. Conformity of Text:

The maximum niche inscription for the single niche shall be the deceased person's full name, date of birth, and date of death. All inscriptions must fit within the physical space limitations of the front surface of the niche.

3. Correctness of Inscription:

An inscription order form will be provided in the Columbarium packet, typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Church. The Church and the Trustees shall be responsible only for such errors in the inscription as might be made by the party performing the work of the inscription and only when such inscription deviates from the name and dates as filled in on the signed inscription order form.

FLOWERS, ORNAMENTS, AND DECORATIONS

A. Floral Regulations. Flowers, plants, or other objects may be placed in the Columbarium area only with the approval of the Parish Pastor, Trustees Chairman, or a majority of the Trustees. These items will later be removed at the discretion of the Parish Pastor, Trustees Chairman, or a majority of the Trustees.

B. Flower Vase. An approved single flower vase is available for purchase (see attached fee schedule) and is the only approved article for semi-permanent placement on the niche.

C. Prohibited Ornaments. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided by the Trustees, shall not be permitted in or near the Columbarium area. Any of these items may be removed by the Trustees and disposed of without notice or liability to the Church.

OWNER'S OBLIGATION OF NOTIFICATION

The Owner of inurnment rights must notify the Church their complete and accurate contact details, including but not limited to, their current address, phone number, email address, and next-of-kin contact information. Owners are obligated to promptly notify the Church in writing of any changes to their contact details concerning their current address and related information.

PERPETUAL CARE FUND

The Church shall maintain a separate account for the funds received from the sale of niches and the associated expenses at the direction of the Trustees. The perpetual care fund includes:

1. Routine maintenance;
2. Floral arrangements and seasonal decorations as deemed appropriate;
3. Inscription and installation of engraved plaques on niches following inurnment;
4. Insurance as required;
5. Future additions, modifications, and repairs to the Columbarium; and
6. Other uses at the Trustees' discretion, subject to Parish Finance Council approval.

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TRANSFER, SURRENDER, AND REMOVAL

A. Transfer or Surrender of Right of Inurnment. The right to inurn cremated ashes in the Columbarium may be voluntarily surrendered. In such event, such right of inurnment shall revert to the Church and shall thereafter be controlled by the Trustees. In the event of such surrender, the Church may, at its discretion repurchase the niche for 50% of the original purchase price. If the Owner desires to transfer the right of inurnment to another individual, the Trustees must first approve such transfer in writing. Any such transferee must meet the criteria for Eligibility for Inurnment.

B. Removal. Cremated ashes remain the property of the family or estate of the deceased. If the survivors wish to remove all the cremated ashes, approval of the Church in writing, acting through the Trustees, shall be required. Any such desire to remove cremated ashes must be communicated in writing to the Trustees with sufficient time to approve. In the event of a dispute, the Church, acting through the Trustees, must be presented with an order from a court with competent jurisdiction to remove said cremains. In the event of such removal, rights to the niche will revert to the Church, and there shall be no refund or other compensation due.

C. Niche Use. No cremated ashes may be inurned in any niche except for persons listed on the Agreement unless otherwise approved by the Trustees.

TITLE AND RETAINED RIGHTS

The Agreement Holder acquires no property rights in the Columbarium, any of its niches, or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Agreement attests only to the right to inurn the cremated ashes of the person(s) named on the Agreement. Assignment of cremated ashes to a specific niche shall constitute only a license to use such niche according to these Rules, Policies, and Regulations, as amended from time to time. Niche holders do not own the niche it self and only have the right to inurn cremated ashes. In case of a discrepancy between the Agreement and the administrative records maintained by the Trustees, the latter shall take precedence and control.

REMOVAL OF CREMATED ASHES BY THE CHURCH

The Church reserves the absolute right to relocate the Columbarium within its property for any reason deemed necessary, including, but not limited to, maintenance, renovations, or expansion. In the event of such relocation, the Church will undertake all reasonable efforts to inform niche holders in advance and will make all necessary arrangements for the temporary and respectful removal and safekeeping of cremated ashes until the Columbarium is re-established in its new location.

Cremated ashes may not be removed from the Columbarium without the express written consent of the Church, acting through the Trustees. This applies not only to permanent removals but also to temporary removals for any purpose other than authorized repairs or relocation by the Church.

SECURITY OF CREMATED ASHES

The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremated ashes in niches. The Holder(s) of the Agreement, their family, survivors, or successors shall assume the risk of the loss, destruction, or desecration of the decedent's cremated ashes from any or all other causes.

TERMINATION OF THE COLUMBARIUM

The Right of Inurnment continues perpetually as long as the present Church edifice stands and

OLPH Columbarium Agreement

is owned by the Church. If the present edifice is to be sold or demolished, and in the unlikely event a replacement Columbarium is not furnished at the new site, the Right of Inurnment will cease. This occurrence is doubtful since the Church has a special reserve fund earmarked for replacing the Columbarium with the intention of making it perpetual. If the Columbarium is not replaced, the Church will notify the Owner (or their family or legal representative successors) that they must remove the cremated ashes from the niche. If no one of such persons removes the cremated ashes within a reasonable time, to be designated by the Trustees, or if no one of such persons can be contacted within a reasonable time, the Church has the right to relocate the cremated ashes as it deems proper. In such an event, no refund in any amount for purchasing the Rights to Inurnment will be made.

PERSONAL CONDUCT IN THE COLUMBARIUM AREA

The Columbarium is part of the Church, and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as customarily observed in the Nave. The Pastor and the Trustees are empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

PROTECTION AGAINST LOSS

The Church may carry such insurance for its benefit upon the Columbarium as the Trustees sees fit; however, there is no obligation upon the Church or the Trustees to provide any insurance for the benefit of the Agreement holders

AMENDMENT OR WAIVER OF OPERATING RULES

The Parish Finance Council may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of these Rules, Policies, and Regulations. Waiver of any rule or requirement shall not be assumed unless expressly waived in writing by the Parish Finance Council.

OLPH Columbarium Agreement

This Agreement is made this _____ day of _____, 202__, between Our Lady of Perpetual Help Church, Germantown, TN and:

User 1:

- Full Name: _____
- Address: _____
- Email: _____
- Phone Numbers: _____
- Next of Kin: #1 _____
- Relationship _____
- Next of Kin Address: _____
- Next of Kin Email: _____
- Next of Kin Phone Numbers: _____

User 2:

- Full Name: _____
- Address: _____
- Email: _____
- Phone Numbers: _____
- Next of Kin: #2 _____
- Relationship _____
- Next of Kin Address: _____
- Next of Kin Email: _____
- Next of Kin Phone Numbers: _____

The Church hereby acknowledges receipt of the sum of _____ from [User 1 and User 2] and gives permission to the users to have placed in Niche number _____ in the Columbarium of the Church the ashes of:

Deceased 1:

- Full Name: _____
- Date of Birth: _____
- Date of Death: _____
- Name on Plaque: _____

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Deceased 2:

- Full Name: _____
- Date of Birth: _____
- Date of Death: _____
- Name on Plaque:] _____

Subject to and upon the Terms and Conditions set forth in this Agreement. Users hereby acknowledge reading and understanding this Agreement.

Users of Record:

[Signature of User 1]
Date: _____

[Signature of User 2]
Date: _____

Rev. Jolly Sabastian M.C.B.S.
Pastor, Our Lady of Perpetual Help Church
Email Address: frjolly@olphgermantown.org
Phone Numbers: 901-754-1204

Date _____

Church Original / Copies for Users

2024 Columbarium Niche Pricing

	OLPH Parishioners	Other Parish
Level A	\$5,000.00	\$6,000.00
Level B	\$4,500.00	\$5,500.00
Level C	\$4,000.00	\$5,000.00
Level D	\$3,500.00	\$4,500.00

Niche Wall Mounted Vase \$44.00 Each

Urn Not Provided

Niche Inscription No Charge



Small Patriot

When space is precious our Small Patriot flower vase is the delicate choice. Perfect for the front of a cremation niche, the Small Patriot comes in all of our colors protected with Metalcraft exclusive finish.

BROWN

VIRGINIA M.

NOVEMBER 11, 1926

FEBRUARY 20, 2010