



First United Methodist Church

812 Kirkman St.

Lake Charles, LA 70601

(337) 436-6656

www.fumclc.org

Greetings,

Thank you for your interest in purchasing a niche in the First United Methodist Church – Columbarium.

Please read the SAMPLE Easement Agreement and Rules and Regulations in this document carefully and visit the columbarium located in the 2nd Floor chapel, prior to scheduling your Purchase Appointment.

To purchase a niche, you will need to:

1. Schedule a ***Purchase Appointment*** (M-Th 8:30 am – 4 pm & Friday 8:30 am – 3 pm) with the church Business Administrator at 436-6656.
2. Bring the full payment of \$900/niche with you to the appointment. Receipt of your payment in full will reserve your niche selection for fifteen (15) days while you complete the ***Easement Agreement***.
3. At the appointment, you and the Business Administrator will visit the columbarium to select your niche, and you will receive two (2) original copies of the ***Easement Agreement***.
4. Following the ***Purchase Appointment*** you will need to sign both original copies of the ***Easement Agreement*** in the presence of a Notary Public and return both originals to be signed and notarized on behalf of the church. A completed original will be returned to you at which time the process will be complete.
5. ***REMINDER:*** Step 4 must be completed within fifteen (15) days of your ***Purchase Appointment*** or your payment will be refunded in full and your niche selection made available to others for purchase.
6. Please keep your ***Easement Agreement*** and the ***Rules and Regulations*** in a safe location.

Thank you.

Jim Spitzkeit
Business Administrator

5. The Grantee may change the Designated Person and may change the identities of the persons whose cremated remains will be interred in niche number _____ at any time prior to the death of Grantee by written direction to First United Methodist Church, all consistent with the terms herein and with the written direction to First United Methodist Church, all consistent with the terms herein and with the written consent of First United Methodist Church (not to be unreasonably withheld).
6. Any notice required herein to be made to First United Methodist Church must be made in writing and may be delivered to the then current Senior Pastor of First United Methodist Church.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on:

WITNESSES:

FIRST UNITED METHODIST CHURCH

 Printed Name: _____

By: _____
 Printed Name: _____

 Printed Name: _____

Date: _____

 Printed Name: _____

 NOTARY PUBLIC
 PRINTED NAME: _____
 NOTARY NO.: _____

WITNESSES:

GRANTEE:

 Printed Name: _____

 Printed Name: _____

Date: _____

 Printed Name: _____

 NOTARY PUBLIC

PRINTED NAME: _____
 NOTARY NO.: _____

**RULES AND REGULATIONS
FOR
THE FIRST UNITED METHODIST CHURCH COLUMBARIUM**

These Rules and Regulations were adopted on the 18th day of March 2009 by the Board of Trustees of First United Methodist Church, Lake Charles, Louisiana, hereinafter ("Trustees") in respect to the operation of the Columbarium of First United Methodist Church.

1. The right of use a niche for interment of cremated human remains ("cremated remains") shall be an Easement only and shall not give the purchaser or grantee any ownership interest in the niche or in any other property of First United Methodist Church.
2. Easements for interment of cremated remains in the Columbarium may be applied for by present and former members of First United Methodist Church, and present and former clergy and staff of First United Methodist Church, and their respective immediate family members. Applications for exceptions to this rule may be submitted in writing to the Columbarium Committee. As used herein "immediate family member" shall mean the father, mother, spouse, children, sister(s) and brother(s) of the person in question.
3. Interment within a single niche is restricted to the cremated remains of one person, each of whom shall meet the requirement of Rule 2 above.
4. Easement Agreements shall be evidenced by a formal document in the form specified by the Trustees of First United Methodist Church and shall include designations by the purchaser or grantee as follows:
 - (a) the identities of the person or persons whose cremated remains will be interred;
 - (b) the name and address of a person to be contacted (herein the "Designated Person") in the event the interred cremated remains are to be moved or otherwise disposed of either at the direction of the surviving spouse and next of kin of the person whose cremated remains are interred or at the direction of First United Methodist Church, pursuant to termination of the Easement.
5. Each purchaser or grantee of an Easement must be a natural person or the legal representative of a natural person who is deceased or has been declared incompetent.
6. During his or her lifetime, the purchaser or grantee of an Easement may, from time to time, with the written consent of First United Methodist Church (not to be unreasonably withheld), change the designation of the person whose cremated remains may be interred by notice in writing delivered to and accepted by First United Methodist Church.
7. Except with the written consent of First United Methodist Church, the rights of a purchaser or grantee of an Easement may not be assigned, transferred or bequeathed by will except to his or her surviving spouse or member of his or her immediate family, and shall not be subject to claims of creditors.

8. Any person to whom an Easement is transferred, as provided herein, may not change the designation of the person whose cremated remains may be interred in the First United Methodist Church Columbarium pursuant to such Easement without the written consent of First United Methodist Church and only upon presentment to First United Methodist Church of (a) the written consent and release for such change executed by the prior owner of the Easement *or*, if the prior owner is deceased, by the surviving spouse and next of kin, if any, of the prior owner of the Easement; and (b) the written consent and release for such change by the person(s) who were designated for interment by the prior owner. Said releases and consents shall be in the form requested by the Trustees of First United Methodist Church and shall include a bond or other indemnification by the releasing party if requested by the Trustees of First United Methodist Church.
9. Only cremated remains may be interred in a niche. Cremated remains are to be deposited directly into the urns which are placed in a niche. The cremated remains must be placed in an urn of the type normally used by undertakers in Louisiana for the interment of cremated remains, and of size not larger than 8" x 8" by 6".
10. Each purchaser or grantee of an Easement may select the particular location of the niche which shall be used for the interred cremated remains. Said selections shall be made on a first come, first served basis upon the date of signing of the Easement Agreement, as determined by the Columbarium Committee.
11. A religious service shall be held at each interment which shall be conducted at a time mutually agreeable to First United Methodist Church and the family of the decedent. Clergy from First United Methodist Church shall supervise and preside at the service, except that such authority may be delegated to another member of the clergy at the discretion of the Trustees of First United Methodist Church. The opening and closing of the niche at interment shall be the responsibility of First United Methodist Church.
12. Memorial plaques for each niche will be of uniform size and will be supplied by First United Methodist Church. The cost of the memorial plaque and inscription thereon is the responsibility of the family or estate of the deceased and is incurred at the time of interment. Inscriptions on the memorial plaque of the niche shall be limited to the name of the person whose cremated remains are interred therein and the year of his or her birth and death. Inscriptions shall be a uniform size and style to be designated by the Trustees of First United Methodist Church or its designated committee. Names will be given name, middle name, surname and suffix, such as II or Jr. Acceptable modifications will be the use of an initial in place of either, but not both, the given or middle name.
13. The niches will be closed at all times, and no access to any niche is permitted except under the control of First United Methodist Church, or as may be permitted by law.
14. Visitation at the Columbarium may be limited to such reasonable hours as set by the Trustees of First United Methodist Church from time to time.
15. Cremated remains which have been interred in the First United Methodist Church Columbarium may be removed therefrom only with the written consent and release for

such removal executed by the surviving spouse and the next of kin, if any, of the person whose cremated remains are to be removed. Said release and consent shall be in the form requested by the Trustees of First United Methodist Church and shall include a bond or other indemnification by the surviving spouse or next of kin if requested by the Trustees of First United Methodist Church. All costs incurred for such removal shall be the responsibility of the surviving spouse and next of kin.

16. Delivery of a decedent's cremated remains for interment in the First United Methodist Church Columbarium shall be the responsibility of the family or the estate of the decedent, and First United Methodist Church shall have no responsibility for such delivery or transport. The family or estate of the decedent shall have the responsibility to identify the cremated remains delivered to First United Methodist Church for interment in the First United Methodist Church Columbarium and said identification shall include the name of the decedent, the date of death, the date of cremation, the name and location of the crematory and the signature and identification of the person delivering the cremated remains. First United Methodist Church will rely on such identification by the family or the estate of the decedent and shall have no responsibility to determine or verify that such cremated remains delivered to it for interment are in fact the cremated remains of the decedent or to verify any information provided to it by the family or the estate of the decedent.
17. First United Methodist Church will not accept delivery of, receive or store cremated remains prior to interment of said remains in the completed First United Methodist Church Columbarium.
18. The Trustees of First United Methodist Church reserves to itself the right to resolve, consistent with purpose of the Easement Agreement and these Rules and Regulations, all questions that may arise in respect to the interpretation of these Rules and Regulations or in respect to their application to specific factual circumstances.
19. These Rules and Regulations may be amended from time to time by the Trustees of First United Methodist Church and copies thereof provided to the purchasers or grantees of Easements and/or to the Designated Person in the Easement Agreement.