



**First Presbyterian Church**

Santa Fe, New Mexico

208 Grant Ave

Santa Fe, NM 87501

505.982.8544

[www.fpcsantafe.org](http://www.fpcsantafe.org)

**(Revised June 17, 2013)**

**Policy Number**

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Facilities 3.2

**FPC Columbarium  
Policy on the Operation,  
Fee Structure,  
Terms and Conditions  
and Agreement for  
Inurnment Form**

# The Columbarium at First Presbyterian Church

## Santa Fe, New Mexico

### **Policies, Specifications, Rights and Responsibilities**

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1. The purchase price for use of a niche in the Columbarium at the First Presbyterian Church of Santa Fe (Church) is for the right of inurnment as long as the Columbarium is maintained by the Church. Purchasers do not acquire any property rights in a niche or the Columbarium; they remain under the sole ownership and control of the Church. . The Purchaser, his or her heirs, executors, administrators, successors and assigns agree that the rights granted by the Church under an Agreement for Inurnment, as described in Enclosure 1, convey no estate in real property and except as expressly stated therein, shall in no way encumber the real property of the Church.
2. The right of inurnment includes the right to have human ashes placed in a container for the ashes, the container placed in a niche in the Columbarium and a standard nameplate placed on the niche with the name, year of birth and death of the deceased. No other information is permitted on the nameplate. The containers are provided by the Church and are customized to fit properly in the niches. The right of inurnment also includes opening the niche at the time of inurnment and upkeep of the Columbarium.
3. Those eligible for inurnment shall be members or former members of First Presbyterian Church Santa Fe, ministers who have served the Church, participants in the life and worship of the Church, their spouses, life partners and children. The Session of the Church shall make the final determination of eligibility and the Session shall have the right to make exceptions to these restrictions as it deems appropriate, provided that the eligibility cannot be construed as open to the general public.
4. Session has appointed a committee to manage the operation of the Columbarium for First Presbyterian Church. This committee, working with Church staff, will receive and act on requests for purchase of the right of inurnment in a niche in the Columbarium. The committee will prepare an Agreement for Inurnment for review and signature by both parties.
5. All niches in the Columbarium are of the same size and design. Each niche can accommodate the ashes of one or two persons, with each in a sealed brass urn. Use of a niche for inurnment may be accommodated in one of the following ways.
  - a. One urn for the inurnment of one individual in one half of a niche.
  - b. Two separately enclosed urns for the inurnment of two individuals in one niche.  
Examples are:
    - Husband and wife,
    - Partners of same sex,
    - Two family members such as mother and son or daughter, father and son or daughter.
  - c. One urn for the inurnment of one individual in a niche.
6. All nameplates will be 8 by 8 inches and of uniform design that has been chosen by the Columbarium Committee.

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7. Ashes will be inurned in a Columbarium niche with a committal service approved by the Pastor of the Church. Arrangements for the service will be made by the Church in consultation with the family of the deceased.
8. The purchase of the right of inurnment does not include the right to select a particular niche. Niche location will be determined by the Columbarium Committee. The standard practice will be to assign niche locations in order of inurnment.
9. The Church has adopted a three-tier pricing plan for eligible members with an affiliation with the First Presbyterian Church to purchase a right of inurnment of cremated remains in the FPC Columbarium. The FPC Columbarium has niches that have space for two sealed containers to be collocated in a single niche. Prices include the cost of the urn and engraved plaque.  
  
**Tier 1:** \$1,100.00 for a single individual to purchase a right of inurnment in an urn in ½ of a niche. The individual's name and year of birth and death will be engraved in one half of the plaque covering that niche.  
  
**Tier 2:** \$1,600.00 for a single individual, who chooses to purchase the right of inurnment in an entire niche. Tier 2 plaques will be engraved with only one name and year of birth and death.  
  
**Tier 3:** \$1,800.00 for two individuals from the same family (husband and wife, two siblings or parent/child), two same sex partners or two unrelated individuals who purchase their right of inurnment in one niche at same time. Tier 3 plaques will have the names of both individuals and their year of birth and death engraved on the plaque.
10. The cost enumerated for each tier covers the cost for use of the niche in the Columbarium and the cost for the container for the ashes and the engraving of the plaque.
11. At the time space for the right of inurnment in the Columbarium is purchased and a contract is signed, the price for that tier must be paid.
12. A record of the identities of individuals who are inurned in the Columbarium will be maintained in a large size book maintained in the vicinity of the Columbarium. Records of the applications and purchases of niches will be maintained in the Church records. Families of persons whose cremains are inurned in the Columbarium may obtain information on the identity and birth and death records by written request to First Presbyterian Church.
13. No ornamentation, other than flowers or photographs of the deceased or his/her family, may be placed in the area of the columbarium at the time of inurnment. This limitation does not apply to flowers, lights, and other decorative elements supplied by the Church

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as part of its general maintenance and activities in support of the Columbarium. After inurnment, flowers may be placed in the area of the Columbarium by family members in recognition of special occasions.

14. Containers of the ashes of a deceased may be removed from a Columbarium niche only with written approval of the Columbarium Committee and the Pastor.
15. Nothing may be placed in a niche with the ashes of a deceased without the written approval of the Columbarium Committee and Pastor of the Church.
16. The Purchaser may not sell his or her right of inurnment, but may change designee(s) or transfer the right to an eligible person as defined in paragraph 3 above upon written notice to the church. If the Purchaser and designee are not the same, the right of inurnment will pass to the designee upon the death of the Purchaser. All rights, terms, and conditions that applied to the original Purchaser will apply to the transferee or designee.
17. The right for the inurnment of a person's ashes in the Columbarium may be voluntarily surrendered. The purchase fee will not be refunded except as recommended by the Columbarium Committee for good cause and approved by the Church's Session.
18. The right to inurnment of a designee who has purchased or had space purchased in a niche in the Columbarium will remain valid for 25 years, or longer if it is validated that the individual is still living. If the Church receives information that reasonably confirms that a designee has died and is interred or inurned elsewhere, the agreement will be considered in default and the agreement terminated unless the Church's Session, in its own discretion, decides that the agreement should be extended. If the Church cannot reasonably confirm that a designee is still living after 25 years, the Agreement for Inurnment will terminate.
19. The purchase price of the right of inurnment and these policies, specifications, rights and responsibilities pertaining to the Columbarium may be changed by the Columbarium Committee with the approval of the Church's Session.
20. The Church reserves the right to enlarge, remodel, or relocate the Columbarium. If a niche is affected by such an action, the Church will provide another niche, chosen by the Columbarium Committee, of substantially like size and character. The Purchaser will retain the same rights as originally held. In the unlikely event of fundamental changes to the Church's ability or determination to maintain the Columbarium, the Church will seek to notify the next of kin of all who have been inurned so that they may remove and relocate the sealed urn containing the ashes. Purchaser acknowledges that the Church cannot guarantee that it will be able to continue operation of the Columbarium indefinitely. No refunds of the original purchase price will be made.

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21. The Church shall exercise reasonable and responsible care in maintaining the Columbarium. However the Church, its members, employees, staff, representatives and agents shall have no liability for any loss of, or damage to, the Columbarium, the niches, or the cremains, as a result of any human or natural act, including, without limitation, acts of God, vandalism, theft, accidents, riots, military acts or terrorism. No personal liability shall be incurred by any person acting on behalf of the Church in connection with the Columbarium. Loss or damage for failure to exercise reasonable and responsible care shall in no event exceed the amount paid by Purchaser for the use of a Columbarium niche.
22. Access to the Columbarium shall be provided only during hours the Church is normally open.
23. The Church, its members, employees, staff , representatives or agents shall not be responsible for the identification of the cremains of any person at the time of inurnment or thereafter and they may assume the cremains submitted for inurnment are those of the person(s) identified in the Agreement For Inurnment. Cremains not in urns suitable for the niches of the Columbarium will be accepted and transferred into urns used by the Church.
24. The Church states, except as expressly provided herein, that it is not a cemetery, mortuary or funeral establishment and it does not purport to provide such services.
25. Purchaser acknowledges that the Columbarium may include a memorial wall to memorialize eligible persons who have been inurned or interred elsewhere.

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FIRST PRESBYTERIAN CHURCH SANTA FE  
AGREEMENT FOR INURNMENT IN A COLUMBARIUM NICHE

This Agreement For Inurnment in a Columbarium Niche ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between First Presbyterian Church Santa Fe, 208 Grant Ave., Santa Fe, New Mexico ("Church") and \_\_\_\_\_, (Purchaser)

WHEREAS, the Church has set aside on Church property at the above address an area known as the Church Columbarium for the inurnment of the cremated remains of individuals who are eligible according to the attached Columbarium Policies, Specifications, Rights and Responsibilities ("P,S,R&R"), and

WHEREAS, the Church has established a Columbarium P,S,R&R governing eligibility and use of the Columbarium, a copy of which is attached and hereby incorporated by reference;

NOW, THEREFORE, in consideration of the sum of \$ \_\_\_\_\_ paid to the Church by Purchaser, the parties agree as follows:

1. The Church agrees to provide to purchaser the right to use the Church Columbarium for the cremated remains of one or two persons, to provide standard urn(s), to have the niche inscribed with the name(s) and birth and death dates, and to provide perpetual care.

Purchaser has provided the information indicated below for the designated person(s) whose cremated remains will be inurned in the Columbarium. (Designee(s)):

I. Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
Relationship to Purchaser \_\_\_\_\_ \*Death Date: \_\_\_\_\_

II. Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
Relationship to Purchaser \_\_\_\_\_ \*Death Date: \_\_\_\_\_  
(\*may be provided later)

2. Purchaser agrees to be bound by the Columbarium P.S.R&R and further agrees to any future amendments to the Columbarium P.S.R&R that may be made by the Church, and such agreement and authorization shall be binding upon the designee(s) and the heirs, executors, administrators and assigns of the Purchaser and of the designee(s).

3. The Church shall retain title to the Columbarium, and grants to Purchaser the right to use a niche in the Columbarium in accordance with the Columbarium P.S.R&R, as may be amended from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

First Presbyterian Church Santa Fe: Purchaser: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

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CERTIFICATE  
FOR  
Right of Inurnment  
in the Columbarium of  
First Presbyterian Church of Santa Fe, New Mexico  
208 Grant Avenue, Santa Fe, NM 87501

This certifies that \_\_\_\_\_ has purchased the right of inurnment in a niche at the Columbarium of First Presbyterian Church of Santa Fe.

The right to use a position for placement of an urn in a niche is granted subject to the conditions and limitations and with the privileges specified in the Columbarium Policy adopted by the Session of First Presbyterian Church, Santa Fe, as they exist now and as they may be amended from time to time.

Signed: \_\_\_\_\_, Pastor, First Presbyterian Church

Received the amount of \$\_\_\_\_\_ for \_\_\_\_\_ urn places in \_\_\_\_\_ niche(s)

Date: \_\_\_\_\_

Certificate Number \_\_\_\_\_