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Columbarium Use and Administration Policy

- I. **ELEGIBLE PERSONS:** The Columbarium is intended for use by parish members of the Church of St. John the Baptist, Aptos California (“the Church”), their families and/or domestic partners. Use may be extended to non-member long-term employees of the parish at the Rector’s discretion. We would like to do our civic duty and include some persons for whom cost and execution of cremation has fallen to the County of Santa Cruz. On an exception basis, at the discretion of the Rector, non-parishioners/friends of the Church may be allowed use, with additional payment. Use for pet remains is not allowed.
- II. **INTERMENT or MEMORIAL SERVICES:** Three options are available:
 1. **Interment in a Columbarium Niche**, which may hold ashes of one or two persons, and has a plaque on the face of the niche.
 2. **Interment of Ashes** in a decomposable linen bag in-ground with a plaque on a designated wall.
 3. **Memorial Wall** includes a plaque only, with no interment on site. Spreading or scattering ashes on the Church property is not allowed.
- III. **COST OF SERVICES:** The basic prices for single use and double use of a niche, in-ground use, memorial plaque, and additional payment for exceptional persons, shall be set by the Vestry based upon review and recommendations from the Columbarium Committee. A “Schedule of Prices” shall be made an addendum to and part of this document. The Schedule of Prices shall be reviewed and maintained by the Columbarium Committee and appropriate changes recommended to the Vestry for approval. The cost is set at time of purchase, signing and approval of contract. Full payment is due at time of approval of contract.
- IV. **SELECTION OF NICHE:** Niches shall be assigned in the order that applications are received. The application will be marked with an order of receipt number by the church office. The application shall have a place for the Applicant to designate the preference for an available niche. In the instance the niche designated on an application is unavailable the application will be approved subject to the selection of an available niche.
- V. **NICHE DIMENSIONS:** Interior area is as follows: Length 14 inches, Width 9 inches, Height 10 inches. One urn, or both together of two urns, must fit within these dimensions for interment in the columbarium.
- VI. **IN-GROUND USE:** Cremains/ashes shall be contained in a decomposable linen bag for burial in the area designated for in-ground interment. The location of the burial is at the discretion of the Rector with recommendation from the Columbarium Committee. There is no possibility of relocation, removal or identification of the location of interment at a later date.
- VII. **RECORDS:** The Church will maintain records of those interred that include identity, location of niche, and such records are reasonably backed-up to protect them from loss from fire or other damage.
- VIII. **RESALE OR TRANSFER:** Except with the written consent of the Vestry, the Owner’s rights may not be assigned, conveyed or transferred including a transfer by devise or descent, and shall not be subject to Owner’s debts or obligations, including alimony, and shall not be subject to attachment, garnishment, execution or other legal process.

- IX. **OWNERSHIP:** The person named for interment in a niche is the Owner of that right of interment.
- X. **PLAQUE:** Full name and dates of birth and death, no other titles. The size, type, and manner of lettering will be determined by The Church.
- XI. **VISIBLE OFFERINGS:** Fresh flowers only, no artificial flowers. No other offering or decoration is permitted. Flowers will be removed after one week. The Altar Guild will specify any acceptable container for the fresh flowers. Flower offerings will be limited to 4 times per year per niche. (for example: Birthday, Anniversary, Christmas, and Easter)
- XII. **REMOVAL OF CREMAINS:** The inurned remains may be removed from the niche on the written application of an interested person and on the Church's written consent. If such an application is made and consent given the interested person shall acknowledge receipt of the remains when removed and indemnify and save the Church harmless against all liability arising or resulting therefrom. The cost of removal shall be borne by the interested person and no refund shall under any circumstances be given by the Church. For purposes of this paragraph, the term "interested person" may include the Purchaser, or the deceased person's spouse or domestic partner, parents, children, heirs at law, personal representatives or other fiduciaries. The Church shall, in its sole discretion, determine whether a particular person qualifies as an interested person in each case of application for removal.
- XIII. **LEGAL TITLE:** No property right is acquired. The grant of a right to use a Columbarium niche or in-ground interment does not grant the Purchaser or named Owner any ownership interest in any space in the Columbarium, the Church building or Church grounds.
- XIV. **LIABILITY:** The Church will endeavor to protect cremains interred in the Columbarium. It assumes no responsibility with respect to such cremains other than to afford them such protection as it affords its own property. The Church shall not be responsible for loss or damage from causes beyond its control, including but not limited to loss or damage by the elements, an Act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, civil commotion, or any order of any civil or military authority, whether the damage be direct or collateral.
- XV. **CHURCH RESERVED RIGHTS:** The Church reserves the right at any time to move the Columbarium to another location on the Church property, or to another location if the Church is moved from its present location to a new location. If for any reason the Church ceases to exist, all cremains in the Columbarium shall be removed to such location or otherwise be transferred as the Bishop of the Diocese of El Camino Real may direct.
- XVI. **CONTACT INFORMATION:** The named Owner of the right of interment has an obligation to keep the Church notified concerning his or her current address and contact information. The Church shall not bear any liability for action taken without the consent of a named Owner of a right of interment if the contact information in the Church file is not current.
- XVII. **DEFAULT OF POSSIBILITY OF VALID USE OF NICHE:** If the named Owner dies but is not cremated, or for some other reason their cremains are not delivered to the church for interment within 7 years of their death (or purchase of the interment right if later than death), the ownership of their right to use their assigned niche reverts back to the church as unassigned. A plaque will be added with their name to the Memorial wall.
- XVIII. **LAPSE AND TERMINATION OF RIGHTS AFTER 100 YEARS:** If a Columbarium niche assignment is not used within 100 years after the date of the purchase Agreement between the Owner and the Vestry, such Agreement shall terminate, all rights under such Agreement shall lapse, and all rights, include the right to use the niche, shall revert to the Vestry.



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- XIX. **RELIGIOUS SERVICES.** All religious services associated with the Columbarium must be in conformity with The Book of Common Prayer; otherwise such requires the permission of the Bishop. All such services will be arranged and scheduled by the Rector. A priest or deacon of the Congregation, if available, will officiate. If the named Owner desired, or the family of the named Owner desires, the participation of another clergy person in the service, such must be approved by the Rector before the invitation to the other minister may be extended.

Definition of Terms

Columbarium is a wall with marked niches for permanent storage of cremated remains.

Memorial garden is in-ground burial of cremated remains in a designated area with marker plaque elsewhere.

Memorial wall includes a marker plaque only, with no cremated remains on site.

Cremains are defined as a human body, cremated by equipment and procedures that meet the requirements of The Department of Environmental Protection and the laws and regulations of the State of California, and the County of Santa Cruz.

Urn is a container made of non-disintegrating material for cremated remains and must be of a suitable size to fit inside the niche. If two will share the niche they must together fit inside the niche dimensions. The urn must be labeled with the identification of remains contained.

Inurned are cremated remains in an urn.

Interment is burial of human remains in-ground or niche with ceremonial rites.

Purchaser is the person or organization paying for the Columbarium right of interment for an Owner. A Purchaser can also be an owner.

Owner is the person named for interment in an assigned niche.



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Schedule of Prices

Cost of Interment and Memorial Services:

- In ground = \$600
- In niche = \$2500
- Second in same niche = \$1000
- Memorial plaque only = \$300
- Non-parishioner exception
additional payment = \$2500