

CLC MEMORIAL GARDEN

RULES & REGULATIONS

General

These regulations are designed to protect the interests of both the individual user and the Church. Adherence to these rules and policies will be maintained for the general good in preserving the desirability and beauty of the present, and future, memorial garden area. These rules may be changed by agreement of the Church Board of Christ Lutheran Church as is deemed necessary. Fee structuring or suggested ranges of donations will make allowances for the continued operational quality provided by the church.

Applicability

The owner of the cremation niche (hereafter known as the Grantee) agrees to all regulations, restrictions and conditions set forth by Christ Lutheran Church or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by the Church and its successors.

Availability of Rules

Interested parties may review current regulations, conditions and restrictions, by appointment, during regular church office hours. These regulations will remain in the church office.

Exemptions

Exemptions to these rules must be in writing and signed by the President of the Church Board an authorized member of the CLC Staff. The specific exemption will be made for cogent reasons and shall not exempt the Grantee from otherwise unmentioned regulations, rules, conditions or restrictions that may apply.

Subject to Laws

In addition to rules and regulations set forth the Grantee agrees, and is subject to, applicable laws and regulations of properly constituted governmental bodies or agencies. If any portion of the Church agreements, contracts, rules, policies, restrictions is in violation the Church shall be given the opportunity to make the appropriate amendment. The Church reserves the right to amend the specific item or items without affect on other provisions set forth or as may be amended.

Control of the Church

All improvements of any kind on or in surrounding areas designated for cremated remains are under the strict control of the Church and any type of work including, but not limited to: opening and sealing niches, installation and/or removal of memorializations, inurnments or disinurnments, plantings, landscape care or columbarium work. The Church may remove any and all improvements at any time, for any reason. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval of the Church.

Outside Vendors

The Grantee agrees to use materials, products, spaces, agents, parties, and designs approved and controlled by the Church. The Church may, at its discretion, remove or require removal of any item not provided or installed, at the expense of the Grantee, should that item be provided by an outside source.

Use of Property

Niches or cremation sites are for the sole use of human cremated remains. Other use of cremation space is prohibited.

NORTH Bank Inurnment within Niche Space

Inurnment of one or more person's cremated remains within the North Bank of niches and are intended for one or more urns that will fit in the allowable space 12"X12"X12" and shall preclude other cremains inurnments. Companion arrangements in the South Bank of niches, may not repose more cremated remains than the number intend for that area, a 12"X24"X12".

Identification of Cremains

The Church, its employees or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of Inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the church for placement within a cremation space.

Inurnment Order Required

A written authorization is required from the Grantee, executor or personal representative for the person or persons not originally designated or intended for at the time of agreement between the Church and the Grantee prior to the inurnment of those cremated remains. This written authorization must be approved by the Church.

Errors

Should cremains be placed in the wrong location the Church will offer a new location to the Grantee or their authorized representative. The Grantee or their representative's acceptance of the new space will be the limit of their remedy or redress. The Church will accept the costs associated with the disinurnments and reinurnment due to their error. Should a previous claim to ownership exist for any space resold in error the subsequent purchaser will be given the option of either a refund for all monies paid or that of another available urn space. If, for any reason, the actual space cannot be opened at the time of need the Church may provide an alternate space, temporarily, so as not to delay the committal service, without liability to the Church.

Right of Acceptance

The Church reserves the right to enter into an agreement with any member, family member, and/or friends of the church of record. Exceptions must be approved by the Church Board.

Access to Church Grounds

The Church reserves the right to refuse entrance to anyone on the church grounds, to the columbarium/memorial garden area other than by the Grantee or relative of a Grantee or to any other person or persons it deems objectionable for any reason. The Church reserves the right to set hours that the columbarium/memorial garden will be open or available for visiting or services.

Disturbances

The Church reserves the right to prohibit disturbances on, or near, the columbarium garden area. Inconsiderate behavior, actions or improprieties will not be permitted.

Disturbance of Cremains

The cremation space or area intended for the sheltering of the Grantee's cremains was the expressed wish of the Grantee. Heirs will not be allowed to change locations, cause to be removed from their space, or transfer ownership without a court order from such a court having authority to demand such a change.

Decorations

The Church will not be responsible for any decorations, flowers or other items placed on or near the cremation space. The Church reserves the right to remove and destroy any decoration, floral arrangement or other item that it deems unsightly or objectionable. All decorations must not infringe upon the rights of others. The Grantee shall be liable for any damage caused by the placement of any decoration. Under no circumstances will the use of glass containers or other items that could cause injury be allowed in the cremation area. The Church, at its sole discretion, reserves the right to limit or restrict any decoration or design that would not be appropriate on church grounds.

Right to Alter and Use Property

The Church reserves the right to change the boundaries and make improvements as it sees fit. The Church reserves the right of ingress and egress as may be necessary.

Urn Requirement

Cremated remains must be provided to the CLC Memorial Garden Committee in the proper type and size to fit in either the NORTH - niches, 12" X 12" X 12", or the SOUTH niches, 12" X 24" X 12".

Limitation of Liability

The Church will make reasonable precautions to protect the Grantee from loss or damage but will not assume any liability for causes beyond its control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of the Church shall be limited to no more than the amount of the money paid for any contracted items.

Additions or Amendments

The Grantee recognizes that additions or amendments to the rules, conditions or restrictions may be deemed necessary by the Church for the benefit of all parties and agrees to abide by changes or improvements as they may be made in the future.

Dissolution of Church

The Grantee acknowledges that the Church cannot guarantee that it will be able to continue operations of its columbarium indefinitely. If and when the time should arise, for whatever reasons, that the columbarium needs to be relocated, removed, changed or dismantled, that determination will be made at the sole discretion of the Church. Notification of such actions shall be published in the church newsletter and/or local newspaper at least one month prior to such action. All monies set aside for this contingency shall be under the Church's control and under no circumstances shall any person or persons be entitled to any refund from the Church. The Church shall not be responsible for locating the next-of-kin to inform them of their intended

actions. The Grantee, their heirs, representatives, assigns, agents, executor or administrator agree to abide by the decision of the Church, whatever that might be, for all future time.

Verbal Instructions

The Church is not responsible for any instructions given verbally. Rights of the Grantee are provided on forms provided by the Church and executed in an approved manner, by an agent authorized by the Church. Verbal instructions or oral statements will not bind either party.

Inurnment Hours

Inurnments or other services will be made when reasonable to do so after receiving adequate notice from the responsible party. The Church has the right to refuse inurnment of cremated remains when it is impractical to do so and may suggest an alternate time and/or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Grantee.

Authority to Operate

The Church claims exemption from The Cemetery Act as a religious organization, as provided by the State of California.

Funeral Service

The Church expressly states that it is not a mortuary or funeral establishment and does not provide funeral services. The Church, its employees, representatives or agents make no claim that the Church provides mortuary services or any other service that may require licensing by the State of California or the State Board of Funeral Directors and Embalmers. The Church does not provide mortuary services nor are any of its employees, agents, or representatives subject to any such requirements or claiming to be funeral directors, embalmers, apprentices, assistants, morticians or by any other titles which might be construed as to claim any type of regulated position.

Reference to Regulations

Every purchase order and/or agreement entered into between the Church and the Grantee will give reference to the regulations, rules, conditions and restrictions covered here and shall bind the parties to these in their loyalty.

Release of Agreement

The Church agrees to purchase contracted items that have not been delivered or personalized or any service paid for but not delivered for 80% of its purchase price. If accepted, the Grantee shall provide the church with a written release for those contracted, undelivered items.

Transfer of Ownership

Transfer of ownership is not permitted, unless otherwise approved/permitted by the Church.

Use of Cremation Space

If a person allows the use of their space, merchandise or services to another person in their place, the inurned person's heirs, representatives, assigns, agents, executor or administrator agrees to abide by the rules, regulations and restrictions as if the person interred were an actual signer to the agreement and will be bound equally. Use other than by Grantee or his/her family must be approved by the Church Board.

Pre-Developed Sales

The Church reserves the right to offer cremation space for which the title will pass to the Grantee at some future time. The Grantee will be given the choice of any available space offered by the Church at the time of need. The Church agrees to have sufficient available space at any given time to accept the cremated remains of any person who arranged for these needs on this pre-developed basis.

Choice of Location

In a situation where the Grantee knows the exact location of his cremation niche space at the time he enters into the agreement with the Church, it will be known as an “at-need” sale regardless of whether an actual death has occurred. The choice of location will be granted on “first come” basis. No promises are made to the Grantee relating to speculation of future sites or locations that may or may not be developed.

Sales Taxes

The Church operates under a non-profit status and makes no set fee for use of ownership of a cremation niche space or package. All money received, if any, is accepted as a donation. A suggested donation or range of donations is stated on the agreement between the Church and the Grantee to assist the church in defraying the expenses involved for the continued operations of its columbarium and memorial garden areas. Any money received for the reservation or use of a cremation niche space or package will be termed a “donation”.

Contributions

Any money received by the Church that is not contingent upon any reservation or use of space or cremation niche package will be termed “contribution”.

Memorial Garden Fund

The Church reserves the right to establish and control a memorial garden fund. All money received for the CLC Memorial Garden Fund will be placed in this established fund with the principal and all accrued interest made available to the Church Board for the purposes of defraying the expenses involved for the continued operations of its columbarium and garden areas, or relocating, removal, or some other purpose if and when that time should ever arise. All excess funds received and not needed to operate the Memorial Garden would be transferred to the Christ Lutheran Church Endowment Fund.

Warrants

The Church makes no guarantees or warrants concerning the durability or the expected life condition of grounds, facilities or products offered to the Grantee. The Church offers these products and services for the sole purpose of providing a means for Christian burial.

Agents or Representatives

The Church may elect to appoint individuals to serve them in the operations or administration of the columbarium or the columbarium areas at its sole discretion. The duties and powers of any such representative(s) will be under the strict control of the Church Board but only to the scope encompassed by these regulations. The Board may elect to establish a means of handling emergency, unique or special situations as they may arise without affect on these general regulations.

Use of Funds

Use of funds will be under the express control of the Church, whether the source be from donations, gifts, contributions, fees, memorials, bequests, or any other means.