



THE CORPORATION OF FIFTH AVENUE PRESBYTERIAN CHURCH IN THE CITY OF NEW YORK

Terms and Conditions of
FIFTH AVENUE PRESBYTERIAN CHURCH COLUMBARIUM

The Corporation of the Fifth Avenue Presbyterian Church in the City of New York (the “Church”) has established the Fifth Avenue Presbyterian Church Columbarium (the “Columbarium”) for the inurnment of the cremated remains and commemoration of eligible individuals. To provide for the management and administration of the Columbarium, the Session and the Board of Trustees of the Church (the “Joint Boards”) have adopted the following Terms and Conditions:

- 1. The Columbarium Facility.** The Columbarium, located between the Sanctuary and Kirkland Chapel, contains a number of separate compartments or niches, each with space for one urn in which the cremated ashes of a deceased person are to be deposited or “inurned.” Memorial plaques also will be available to commemorate the departed without the right of inurnment.

Inurnment and commemoration of pets will not be permitted. However, the inclusion of small items such as wedding rings in the urns will be allowed.

Each niche has a nameplate on which the Church will inscribe only the name and years of birth and death of the deceased at the time of inurnment. The inscription will be in a standardized format prescribed by the Church. The Church will provide an urn of uniform size and uniform engraving without additional charge. No other urn may be used.

The name and years to be inscribed shall be specified in writing by the decedent or by the decedent’s next of kin or representatives. Years of birth and death must be consistent with the official death certificate. There will be no titles or honorifics included. Substitution of initials for full names will be allowed, consistent with the Church’s format and the space available on the nameplate. There will be no gilding, pigmentation, ornamentation or epitaphs, and no carving other than the name and dates in the Church’s established style. The name without dates will be permitted, as well as the name and year of birth of an individual who, upon death, will be inurned within the niche.

Inscription of memorial plaques shall also adhere to the guidelines above.

- 2. Eligibility and Application.** Application for the right of inurnment in a niche or commemoration on a memorial plaque (without the right of inurnment) is open to any individual, regardless of gender, race, religion or sexual orientation, and may be made to the Church by the individual to be inurned or commemorated or by his/her personal representative. The application shall be accompanied by a payment to the Church in the amount required under the regulations established by the Church. On approval of the application by the Senior Pastor or his/her staff designee, receipt of the total fees and allocation of space in the Columbarium, the Church will issue a Certificate indicating the right of inurnment or the right of commemoration, as applicable, in the Columbarium and the location of the niche or memorial plaque having been chosen by the applicant or his/her personal representative. No inurnment or commemoration will be allowed unless evidenced by such Certificate. A record of the certificates of the right of inurnment and certificates of the right of commemoration will be retained by the Church.

- 3. Allocation of Locations.** The Senior Pastor or his/her staff delegate will designate the location of niches or memorial plaques, as applicable, in the Columbarium in accordance with these Terms and Conditions. Applicants may specify a particular location as well as alternative choices of several locations in order of preference. Such preferences will be honored in order of receipt of application or by lot if several applications are received on the same day. Efforts will be made to provide closely comparable space to the location most preferred. If the space assigned is unacceptable to the applicant, the applicant should advise the Church promptly after receipt of the niche or memorial plaque allocation, as applicable, and either reapply within thirty (30) days of such notice or receive a refund of the amount paid with the original application. Multiple applications for family members received simultaneously will be dealt with together to permit the niches or memorial plaques for that family to be as contiguous as possible. Subsequent applications for space contiguous to family members previously assigned to niches or memorial plaques will be honored to the extent feasible. The allocation of a particular niche or memorial plaque for which the related payment is to be submitted in installments will be reserved only as long as installments are submitted when due; otherwise the space may be reallocated and at the discretion of the Church the original applicant afforded the opportunity to make another designation.
- 4. Inurnment Process.** It is expected that the committal process of inurnment will be conducted by prearrangement with the Senior Pastor or his/her staff delegate at the request of the next of kin or the personal representative of the deceased. The committal itself will occur in a reverent manner under the direction of a pastor of the Church in the presence of one or more representatives of the decedent. Any more substantial ceremony or memorial service at the Church in connection with the inurnment, if desired, will be held by prearrangement in one of the Church's regular worship spaces. As the Church may deem appropriate, the placement of flowers in the Columbarium is permissible (although not required) at the time of committal only. At other times the Church welcomes payment for flowers in memory of the deceased in keeping with its program for enhancing the beauty of its worship spaces throughout the year.

Remains should be placed by the crematorium in a Columbarium urn provided by the Church or in a temporary container to be transported to the Church for transfer into a Columbarium urn provided by the Church. If the capacity of the urn is insufficient, the Church shall be entitled to dispose of excess remains as it may deem proper after consultation with the next of kin or personal representative of the decedent. Urns will be marked by the Church to show the name and dates of the individual inurned.

At the time of inurnment, biographical material of the deceased not exceeding one page and in a standardized format prescribed by the Church may be submitted for inclusion in the Book of Memories that will be maintained in connection with the Columbarium.

- 5. Effect of Inurnment.** Inurnment, like burial, is an occurrence of finality. Once an urn has been filled, sealed and committed to its niche in the Columbarium, the Church may require a court order before permitting subsequent reopening or removal. The Church may also, however, in its discretion and without a court order, upon receipt of evidence of satisfactory authority, elect to permit removal of an urn with the express permission of persons believed by the Church to be the next of kin or the legal representative of the deceased.

The Church is morally committed to providing for the care and preservation of the urn and ashes of the deceased in the Columbarium without limitation of time. However, in no event shall there be any liability, legal or equitable, for the maintenance or preservation of remains or urns or for any loss or damage thereto nor for the operation, use or maintenance of the Columbarium, nor for actions, errors or omissions made in good faith in the usual course of the Church's operations if reasonable steps have been taken to address the

action, error or omission. Moreover, the Church reserves the right to remove or require removal of the urns and their contents and the memorial plaques from the Columbarium without notice and to reestablish the Columbarium at another site it considers suitable if, in the judgment of the Joint Boards, this has become necessary for any reason, whether for protection of the remains, compliance with applicable laws or the order of a court of competent jurisdiction, to assure the continued lawful existence of the Church as a religious association or otherwise. The Church also reserves the right to enlarge or renovate the Columbarium. If any such reestablishment, enlargement or renovation of the Columbarium adversely affects one of the niches or memorial plaques covered by a Certificate, the Church shall substitute for such niche or memorial plaque another of substantially the same size and character, and the same rights and privileges as are granted by the Certificate shall apply instead to the substituted niche or memorial plaque. A new Certificate will be issued in conjunction with such substitution.

6. **Access to Columbarium.** The Church will endeavor to make the Columbarium available for rest and meditation at such times and in such manner as it may deem appropriate and compatible with its worship and other programs. The Church will endeavor to provide security for the Columbarium as it may deem suitable, consonant with the protection it may arrange for most of its other properties and activities.
7. **Payment.** Acceptance by the Church of an application for the privilege of inurnment or commemoration will be conditioned on the applicant making a specified payment to the Church. Initially, the fee for the right of inurnment in a single niche with one urn has been set at \$2,500 for members and former members, \$3,500 for non-members. The fee for a single memorial plaque (without the right of inurnment) has been set at \$1,000 for members and former members, \$2,000 for non-members, inclusive of engraving. Such fees may be increased as determined by the Joint Boards, with notice to the congregation.

In lieu of full payment, a 50% deposit may be made at the time of the Church's acceptance of the application with the balance payable in one or more installments during the one-year period thereafter.

8. **Nature of Inurnment Relationship.** Neither the applicants nor the persons designated by them to be inurned nor the next of kin nor other relatives of deceased persons inurned shall have or acquire at any time any ownership, easement or property interest of any kind under the inurnment arrangement. The privilege of inurnment granted thereby is a claim upon the services of the Church by way of limited license or perquisite rather than purchase and does not form a part of or encumber its property in any way.

The privilege of inurnment created pursuant to the application and evidenced by Certificate is personal to the applicant and his/her designees and may not be sold, assigned, transferred or encumbered.

The Columbarium is the sole and exclusive property of the Church and shall be administered in accordance with these Terms and Conditions to which all applicants shall be deemed to have consented on behalf of themselves, for persons designated in their applications, the deceased person inurned and their relatives and personal representatives. These Terms and Conditions shall be administered in the discretion of the Church and shall be subject to amendment from time to time at the absolute discretion of the Church.

9. **Right of Designation.** Subject to final approval by the Senior Pastor or his/her staff designee, the applicant named in the certificate issued by the Church shall have the right, from time to time, to designate, change and redesignate, in writing, persons who are to be inurned or commemorated, as applicable, in the Columbarium (the "Right of Designation"). In the event the named applicant is deceased or incompetent, the next of kin and personal representatives of the named applicant shall have the Right of Designation. However, in no case shall the applicant assign or sell his/her rights.

- 10. Termination of Privilege.** The privilege of inurnment or commemoration and all rights under the application and Certificate with respect to any applicant (and his/her designee or personal representative) thereunder shall terminate (i) upon the removal of an urn in the niche containing ashes; (ii) upon the voluntary surrender of such privilege and rights, if no inurnment has taken place in the niche, by or on behalf of the applicant; or (iii) if payment in full of any installment of the fees required prior to issuance of the related Certificate of privilege of inurnment or commemoration is not made when due in a case where such fees are being made in installments, after notice of such delinquency shall be given to the applicant at his/her last known address and full payment has not been made within three months thereafter. A full refund may be made at the absolute discretion of the Trustees if the space in the niche or memorial plaque location is made available to another applicant within twelve (12) months of the date of termination, at the time the related payment by such subsequent applicant has been made in full to the Church.
- 11. Termination of Columbarium.** The privilege to inurn or commemorate shall terminate if the present Church edifice is demolished or sold by the Church or destroyed for any other cause or if the Church is dissolved or becomes extinct. If the Columbarium is not, at the Church's discretion, to be reestablished at another location upon the occurrence of such an event, the Church will endeavor to give written notice of such impending sale or demolition at the last known addresses in the Church's records of the surviving spouse, next of kin and personal representatives of the person whose remains are contained in the niche or commemorated on a memorial plaque. The surviving spouse or next of kin or personal representative of the deceased shall have the right to remove the remains or the memorial plaque. If no one removes the remains or the memorial plaque within ninety (90) days after the Church has sent such written notification of impending demolition or sale, the Church shall have the right to remove and dispose of the same in such manner as the Church shall deem proper. No refund shall be made by the Church in any such situation.
- 12. General.** The fees collected shall not be deemed a repository of monies paid for the perpetual care or maintenance of the Columbarium or any particular niche, urn or memorial plaque, nor shall the fees paid create an implied trust or contract to care for the Columbarium or any individual space, niche, urn or memorial plaque. In determining the facts regarding the name, death, kinship or place of inurnment or commemoration of any person, the Church may rely conclusively upon evidence satisfactory in form and substance to it including certifications of persons claiming personal knowledge. The application, Certificate and these Terms and Conditions state the entire substance of the inurnment and memorial plaque arrangement and the Church shall not be bound by any oral representations or undertakings. The Church shall not be responsible for obtaining any required permit for inurnment or removal of ashes or urns or for the identity of the ashes sought to be inurned as those of the designee to whom the niche pertains. The Church assumes no responsibility for transportation or storage of ashes or urns pending inurnment or after removal or the condition of the urn upon its removal.