

*The United Methodist*  
**Church of the Resurrection**

13720 Roe, Leawood, KS 66224

<b>RIGHT OF INURNMENT AGREEMENT</b>
-------------------------------------

Today's Date: \_\_\_\_\_ For: \_\_\_\_\_

This Right of Inurnment Agreement ("Agreement") is between the individual(s) named as Owners below ("I/we") and The United Methodist Church of the Resurrection ("Church"), located at 13720 Roe, Leawood, Kansas.

The Owners and the Church agree as follows:

Subject to the conditions set out below, the Church shall provide for the Owners benefit a Right of Inurnment for the Niche space(s) as identified in Exhibit A.

As consideration for the Church's Agreement to issue the Owners the above Right of Inurnment, the Owners agree to pay to the Church \$ \_\_\_\_\_. After the payment has been received by the Church, then the Church will issue to the Owners an assignment of the inurnment rights in the Niche space(s) as identified in Exhibit A.

The use and transfer of the rights described above are subject to and regulated by applicable law and the Memorial Gardens Rules and Regulations now and hereafter established. A copy of such rules and regulations shall be provided to the Owners with this Agreement and may otherwise be obtained at the Church.

**SIGNATURES**

The Owners acknowledge receipt of a completed copy of this Agreement at the time it was signed by the Owners. This Agreement is governed by Kansas law.

**Owner(s)**

**The United Methodist Church of the Resurrection**

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Owner Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Joint Owner Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Joint Owner Name (Please Print)

# Memorial Garden Policies and Regulations

## *The United Methodist Church of the Resurrection*

### PROLOGUE

The Church of the Resurrection provides Memorial Gardens on the grounds of the Church that allow people to retain a connection with the Church in death as well as in life and provide a place of meditation and consolation for the families of the deceased. The Memorial Gardens are available to those people who consider the Church as their church home and their family members.

### I. DEFINITIONS

The following terms shall have the meanings set forth herein:

- A. **Church** - The United Methodist Church of the Resurrection.
- B. **Church Council** - the Administrative Committee of the Church that is charged with the administration of the Church's organizational and temporal life.
- C. **Columbarium** - any structure within the Memorial Gardens containing Niches for the Inurnment of cremated human remains.
- D. **Committee** - Memorial Garden sub-committee appointed by the Trustees.
- F. **Inurnment** - the placement of cremated remains in their final resting place in the Niche.
- G. **Designated Representative** – person designated by Niche owner to make decisions on behalf of the owner in the event that the owner is deceased or incapacitated.
- H. **Director of Church Facilities** - employed Church staff person with responsibilities for management of the Church facilities.
- I. **Disinterment** – the removal of cremated remains from the Niche.
- K. **Memorial Garden Names:**
  - a. **Wesley Memorial Garden** – located in the east courtyard in Building C on the Leawood Campus of the Church.
  - b. **Resurrection Memorial Garden** – located outside of the Sanctuary in Building A on the Leawood campus of the Church.
- L. **Memorial Gardens Administrator** – employed Church staff person with administrative responsibilities over the Memorial Gardens.
- M. **Niche** – one space in the Columbarium holding the cremated remains of one person. Each Niche shall be of similar size and with a uniform cover plate upon which an identifying inscription shall be engraved. Two Niches adjacent to each other vertically may be referred to as a Companion Niche.
- N. **Pastor** - the Senior Pastor or any Associate Pastor of the Church.
- O. **Right of Inurnment** - the right granted by the church to an individual to the exclusive and perpetual use of the Niche for Inurnment of cremated human remains.
- P. **Standard Urn** - Urn 5 1/2" wide x 2" deep x 10 1/2" long, to be specifically used within the constructed steel unit. Each Niche shall contain one Standard Urn, which will be provided by the Church.
- Q. **Trustees** - the Board of Trustees of the Church.

## **II. GENERAL SUPERVISION OF THE MEMORIAL GARDENS**

### **A. General Planning:**

Each Memorial Garden will be under the supervision of the Church, and operated under the direction of the Trustees. The Trustees have delegated some of their authority to the Committee with respect to the operation of the Memorial Gardens. At the direction of the Church Council, the Trustees have adopted these policies and regulations to govern the Memorial Gardens and may amend them as needed from time to time. These original policies are effective immediately and subsequent changes shall become effective when adopted by the Trustees.

### **B. Maintenance of the Memorial Gardens:**

The Columbarium is a part of the premises of the Church and shall be under the direction of the Trustees. All questions regarding the day-to-day operations of the Columbarium shall be referred to the Memorial Gardens Administrator.

### **C. Use of the Columbarium Niche:**

1. Inurnment Right: Ownership of an Inurnment Right to a Columbarium Niche is subject to these Memorial Garden policies and regulations.
2. The cremated remains of one persons shall be inurned in each Niche.
3. Responsibility for remains after Inurnment will rest with the Memorial Gardens Administrator.

## **III. PURCHASE AND OWNERSHIP OF INURNMENT RIGHTS**

### **A. General Provisions:**

1. In addition to the terms and conditions of the Agreement and the Memorial Garden Policies and Regulations, Inurnments and Disinterments are subject to any applicable state or local laws.
2. Eligibility: Any person who considers the Church as their church home and their family members shall be eligible for Inurnment within a Niche. Subject to the approval of the Trustees, other individuals may be eligible for Inurnment.
3. The religious services incident to an Inurnment shall be under the supervision of the Congregational Care ministry of the Church.
4. All Inurnments shall be made pursuant to the Agreement.
5. The Memorial Gardens Administrator will attempt to contact everyone holding an Agreement at least once every five years to receive updated information and to provide information about the Memorial Gardens.
6. If anyone holding an Agreement decides not to use the Niche, the Niche must be donated back to the Church for resale. The current price to be paid for a Niche shall be noted on the donation receipt.
7. If after 25 years the person holding an Agreement for a Niche with no remains cannot be located, the Niche will revert back to the Church.
8. The person holding an Agreement by written request to the Memorial Gardens Administrator may transfer his/her Niches to another family member.
9. Visiting hours in the Memorial Gardens are the regularly posted hours of the Church or by special arrangement with the Memorial Gardens Administrator.

**B. Not responsible for identity:**

Neither the Church nor Trustees shall have any responsibility nor liability for the identity of the cremated remains sought to be inurned.

**C. Urns and Memorial Plaques:**

Inurnments in the Niches will require an urn. One Standard Urn is included with the purchase of a Right of Inurnment to a Niche. The urns provided for use are air and water tight as provided by the manufacturer. Urns must be secured from the Memorial Gardens Administrator.

A Right of Inurnment includes a bronze blank cover of a Niche. The Niche cover plaque to be inscribed replaces the blank cover and shall be purchased separately through the Memorial Gardens Administrator. Inscriptions on the Niche cover plaque must be comprised of bronze lettering in 3/4" size. (See Exhibit B.)

**D. Records to be maintained by the Church:**

1. A complete record of the persons holding an Agreement.
2. A complete record of the persons inurned.
3. The date on which all cremated remains were received by the Church and inurned.
4. The location of the Niche.
5. The name and address of the person or personal representative depositing the remains with the Church and directing Inurnment in the Niche.
6. Such other information as may be deemed proper and/or necessary and required by the Trustees.

All Inurnment Rights shall be subject to the Church's authority to move a columbarium to another location within the grounds of the Church, whether those grounds are those currently owned by the Church or acquired and developed at a later date in the future.

**IV. REMOVAL OF REMAINS**

**A. Removal of Cremated Remains:**

The remains of a cremated person may be removed only with the written consent of the Designated Representative in the Agreement, except under certain circumstances as outlined herein.

**B. Removal for Profit Prohibited:**

Removal by the heirs or successors in interest of the cremated remains so that the Niche Inurnment Right may be transferred for profit to themselves, or removal contrary to the express or implied wish of the original holder of the Inurnment Right is prohibited.

**C. Exchange of Niche Location:**

Cremated remains may be removed from their original location to a different Niche within the same Memorial Garden if approved by the decedent's Designated Representative.

Persons holding an Agreement for Niches in the Wesley Memorial Garden may transfer their ownership for a corresponding number of Niches in the Resurrection Memorial Garden by purchasing the Niches in the Resurrection Memorial Garden. They may donate their Niches in the Wesley Memorial Garden back to the Church. The current price to be paid for a Niche shall be noted on the donation receipt. They may also transfer their Niches in the Wesley Memorial Garden to other family members.

**D. Church Authority over Removals and Transfers:**

The Church reserves the right to remove the cremated remains or exchange Niche locations if the Designated Representative cannot be located or does not respond to the Church's attempts to contact the Designated Representative.

## **V. TRANSFER OR ASSIGNMENT**

Transfers or assignments of the Right of Inurnment shall be valid only upon the execution of a new Agreement.

## **VI. FLOWERS, ORNAMENTS, DECORATIONS**

### **A. Decor:**

The types of flowers, plants, ornaments, and decorations to be placed about a Niche in the Columbarium must be approved by the Memorial Gardens Administrator. The Church may request that only limited use may be made of decorative items in the Columbarium area. The Church reserves the right to remove any unapproved decorative items or excessive amounts of decorative items and dispose of without notice to the owner.

## **VII. INSCRIPTIONS (Refer to Exhibit B):**

### **A. Uniformity of Engraving:**

The inscription upon each Niche cover plaque shall be made by the engraving vendor provided by the Church. The inscription shall be of uniform size, style and format as determined by the Committee.

### **B. Conformity of Text:**

The maximum inscription shall consist of the following:

Last name of the deceased  
First name & middle name (or initial) of the deceased  
Month, Day, Year (of birth) - Month, Day, Year (of death)

Upon request by the holder of the Right of Inurnment of the deceased, one additional line of text may be added with a maximum of 18 characters, including spaces, letters, and special characters. This additional text is subject to review for appropriateness.

## **VIII. PERSONAL CONDUCT NEAR THE MEMORIAL GARDENS**

### **A. Part of the Church:**

The Memorial Gardens are part of the Church. All persons in the area of the Memorial Gardens are expected to conduct themselves in accordance with customary good decorum as normally observed in United Methodist Churches and to be respectful of Church property and of the rights of other persons present in the Memorial Gardens.

### **B. Enforcement of Policies:**

The Director of Church Facilities is empowered to enforce all policies and regulations, and to exclude from Church property and the Columbarium area, any person or persons violating the same.

## **IX. PROTECTION AGAINST LOSS**

The Church may carry such insurance for its own benefit upon the Columbarium and its contents as may be directed by the Trustees; however, there is no obligation on the part of the Church to provide such insurance.

## **X. CHANGE OF ADDRESS OF INURNMENT RIGHT HOLDER**

### **Notification of Change of Address:**

The holder of a Right of Inurnment, his or her heirs, or Designated Representative shall duly notify the Memorial Gardens Administrator of any change of address. Any notice sent by the Church to the holder of a Right of Inurnment at the last address as shown on the Memorial Gardens records shall be deemed good and sufficient legal notification for all purposes.

## **XI. CONTINUANCE**

If a Memorial Garden should be destroyed by fire, tornado, earthquake, other natural disasters, or disasters caused by humans, and not be rebuilt, or in the event the Church should cease to be used as a place of worship, the Church shall make every effort to return the available cremated remains to decedent's Designated Representative. In the event the Designated Representative cannot be located, the cremated remains will be transferred to the appropriate regulatory authorities.

## **XII. LIMITED LIABILITY**

Neither the Church nor its employees, the Pastor, the Committee, nor any member of the church shall be liable for any claim for damages arising in connection with the use and operation of the columbarium or from any other cause except from gross negligence or intentional misconduct. In any event, the amount of damages recoverable by the person holding the Right of Inurnment, their heirs, or legal representatives shall be limited to the total amount paid to the church for such rights. It is agreed this limitation on damages would be difficult to ascertain in the event of a breach of this agreement. In no event shall the Church or its employees, the Pastor, the Committee, or any member of the Church be liable for indirect, special, or consequential damages.

## **XIII. MODIFICATIONS**

Recognizing situations may arise in which literal enforcement of a policy may be impractical, the Church retains the right to make reasonable exceptions, suspensions, or modifications of any policy with approval of the Trustees and the Church Council. Any exception shall apply only to the situation in which the policy may be altered and shall in no manner be construed as affecting the application of the policies and regulations in another situation.

## **XIV. OTHER ACTIVITIES IN THE MEMORIAL GARDEN**

From time to time other activities that may be conducted in the Wesley Memorial Garden or Resurrection Memorial Garden include, but are not limited to:

- Prayer and Meditation
- Small Weddings
- Baptisms
- Any other activities approved by the Trustees.

**XVI. SIGNATURES**

Signatures below by the Owners attest to the fact that the Owners have read the Memorial Garden Policies and Regulations and will comply with them.

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

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Joint Owner Signature

\_\_\_\_\_  
Owner Name (Please Print)

\_\_\_\_\_  
Joint Owner Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

**XVII. DESIGNATED REPRESENTATIVE**

\_\_\_\_\_  
Designated Representative Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**Memorial Garden Policies and Regulations**

**Updated: 06/12/18**

**The Church of the Resurrection  
The Board of Trustees**

**EXHIBIT A: NICHE LOCATIONS**

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
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Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials

\_\_\_\_\_  
Name of Person to be Inurned      \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Memorial Garden Name / Columbarium / Row / Space      \_\_\_\_\_  
Initials



**EXHIBIT B: INSCRIPTION INFORMATION FOR NICHE COVER PLAQUES**

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Last Name

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First Name and Middle Initial or First Name and Middle Name spelled out

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Date of Birth - Date of Passing (If applicable)

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(Optional 4th Line:, i.e. Date of Marriage, Beloved Wife, Husband, Son,  
Daughter, Charter Member(s), etc...)

\*\*\*Total of 18 characters

\*\*\* See example on following page

**MATTHEWS**



**JAMES H.**



APR. 22, 1920 – FEB. 22, 2000

MARRIED FEB. 20, 1945

**MATTHEWS**



**JAMES H.**



APR. 22, 1920 – FEB. 22, 2000