

# Mount Olive Evangelical Lutheran Church

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## Guidelines and Purchase Agreement for the Mount Olive Lutheran Church Columbarium

Guidelines and Purchase Agreement is coordinated by  
the Mount Olive Lutheran Church Columbarium Committee

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## **Purpose**

The purpose of this document is to provide the governing Guidelines and Purchase Agreement for all who wish to purchase a place in the Mount Olive Lutheran Church Columbarium (the Church Columbarium) located under the altar platform within the worship space of Mount Olive Evangelical Lutheran Church of Rochester, Minnesota (the Church).

## **Responsibilities**

### **Executive Committee of the Full Church Council**

- Oversee the Mount Olive Lutheran Church Columbarium Committee and provide support and guidance when appropriate.
- Oversee the maintenance and all associated funds of the Columbarium.
- Provide mediation for the resolution of conflicts brought forth by any difference of interpretation of the uses, policies and procedures set forth in this document.
- Act as arbitrator if mediation is not successful, and make a recommendation to the Full Church Council regarding the interpretation.

### **Mount Olive Lutheran Church Columbarium Committee (the Columbarium Committee)**

- The Mount Olive Lutheran Church Columbarium Committee has been established by the Church Council. Under the current organizational structure, the Columbarium Committee is a separately-functioning entity that is considered part of Mount Olive Facilities Ministry Team.
- The Columbarium Committee reports to the Church Council (generally through the Executive Committee of the Full Church Council).
- The use, management, and maintenance of the Church Columbarium shall be coordinated by the Columbarium Committee of the Mount Olive Lutheran Church.
- The Mount Olive Lutheran Church Columbarium Committee Membership shall consist of three (3) members of the congregation elected at the annual meeting for 3 year terms (no members to serve more than 2 consecutive 3 year terms. The President of the Church Council and pastor (s) shall also serve as members of the committee with voice and vote. The Chairman of the Columbarium Committee shall be elected by the members of the Committee.
- The Columbarium Committee will function under the general supervision of the Church Council and will report to the Church Council annually or more often as deemed necessary by the Church Council.

### **Mount Olive Lutheran Church Columbarium Committee – Duties and Responsibilities**

- Reports to the Executive Committee of the Full Church Council
- Is responsible for the wording and the implementation of this “Guidelines and Purchase Agreement for the Mount Olive Lutheran Church Columbarium” document

- Reviews and updates this document as necessary, with a formal review to be scheduled and conducted at a minimum of every 3 years.
- Makes a formal recommendation for any cost adjustments that may be appropriate.
- Provides information as needed to keep the Congregation up to date and educated about the Church Columbarium.
- Note: Current members of the Columbarium Committee and any associated subcommittees can be found on the Church website under the \_\_\_\_\_ heading.

### **Pastor / Church Administrator**

- Administer, along with the Executive Committee and Columbarium Committee the uses, policies and procedures as set forth in this document.
- Act as the primary interface with individuals who request information about the Columbarium.
- Maintain accurate Purchase Agreement records. The Purchase Agreement records are: the “Reservation of the Right of Use in the Columbarium” document, the “Receipt of Place Held and Schedule of Payment” document, and the “Church Columbarium Information” document for each place held in the Columbarium.
- Collect initial reservation deposits, final interment payments, death certificates, and interment information and all legally required documentation for the Columbarium.
- Assure the collection of all appropriate fees, as well as any other information or documentation that may become necessary.
- Ensure that special requests are presented to the Columbarium Committee and to the Executive Committee as needed.

### **Full Church Council**

- Serves as the final decision making body for all matters related to the uses, policies and procedures for the Columbarium.

## **Background and General Principles**

1. The construction of the Church Columbarium was part of the Sanctuary Renewal project, completed in the Fall of 2008. The Church Columbarium was made by Market and Johnson Construction of LaCrosse, WI, the general contractor for the Sanctuary Renewal project. It is designed to hold the cremains (cremated remains) of 300 individuals.
2. The cost for interment in the Church Columbarium is set by the Full Church Council. Updated cost recommendations may come from the Columbarium Committee. The Full Church Council has the authority to change the cost at any time as future needs arise. The cost for interment is, however, set for the purchaser upon acceptance of the place holding deposit as part of the Purchase Agreement. The current cost for interment in the Church Columbarium is:
 

a. Single Interment	\$1,000
b. Couple Interment	\$1,500

3. An initial place holding, refundable deposit, of \$150 per place is required. The remainder of the balance is due at the time of interment.
4. **Each** Buyer will receive a complete Guidelines and Purchase Agreement document.
5. Individuals or persons eligible for interment – See paragraph III below.

## **Purchase Agreement for the Mount Olive Church Columbarium**

### **I. Definitions**

- A. Church Columbarium – A structure built and maintained by the Church for the interment of the ashes of persons who have been cremated.
- B. Comingled – The style of the Church Columbarium - which means that individual cremated remains, each in a separate plastic container, will be interred with other cremated remains within the same underground vault. These remains will not be able to be disinterred.
- C. Memorial Plaque – A standardized engraved red alder plaque may be attached to the Mount Olive memorial wall. The wooden plaque will include only the name, the year of birth and the year of death of the deceased. The plaque and engraving are included in the price of the Church Columbarium Purchase Agreement.
- D. Buyer – The purchaser of a place in the Church Columbarium. The Buyer must be a natural person and may be the personal representative of an eligible deceased person or the legal guardian or conservator of an eligible individual.
- E. Church – Mount Olive Evangelical Lutheran Church of Rochester, Minnesota.

### **II. General Description of the Church Columbarium**

Space in the Church Columbarium is available for interment of the cremated remains of eligible deceased individuals. The Buyer (or his/her designated Alternate) shall designate the person or persons to be interred. Payment of the applicable deposit shall entitle the Buyer to have interred one person or one couple in the Columbarium. The remainder of the interment cost shall be paid before the interment of the cremated remains on or before the day of interment. The rights and entitlements of the Buyer in the Church Columbarium may lapse or be terminated as more fully described in the Agreement.

The above description is included as a general description of the relationship created by this Agreement. To the extent any statement above is inconsistent with the following specific provisions, the specific provision shall control.

### **III. Eligibility for Interment**

Interment in the Church Columbarium is available to the Church's current members and past members, and their immediate families (spouses, parents, grandparents, children or grandchildren and their spouses).

#### **IV. Terms of Purchase**

Buyer, upon submitting \$150 (for an eligible individual's deposit) or \$300 (for an eligible couple's deposit) purchases certain rights and entitlements in the Church Columbarium. The remainder of the sum of \$850 (for an individual) or \$600 (for the first of a couple to die) is due on or before the interment. The balance due for the second of a couple to die is an additional \$600.

#### **V. Payment Conditions**

The deposit set forth above must be paid by cash or check or Electronic Funds Transfer, EFT (not by Credit Card) at the time of execution of this Agreement. The deposit is refundable. The final balance for an individual or the first of a couple to die is due on or before the interment. The final balance for the second of a couple to die is due on or before the second interment.

#### **VI. Church Columbarium Fund**

Funds paid by the Buyer to the Church shall be maintained in the Church Columbarium Fund, a separate Restricted Fund of the Church. The Church shall safeguard and maintain the Church Columbarium Fund in a manner which insures that sufficient funds are available to continually and perpetually maintain the Church Columbarium, subject to the provisions of this Agreement.

#### **VII. Description of Rights and Entitlements Purchased**

- A. Payment of the deposit for an eligible individual entitles the Buyer to a held place in the Church Columbarium for the interment of the cremated remains of one person, pending the reception of the final deposit.
- B. Payment of the deposit for an eligible couple entitles the Buyer to two held places in the Church Columbarium for the interment of the cremated remains of two persons, pending the reception of the final deposits.

#### **VIII. Designation of Interred Person or Persons**

The Buyer will designate by name each eligible individual whose cremated remains shall be interred in the Church Columbarium subject to the provisions in Paragraph II. This designation shall be in writing, delivered to the Church and acknowledged by the Church in writing. This designation shall be via the **Reservation of the Right of Use in the Church Columbarium**. This designation may be amended by the Buyer. The right to designate persons to be interred shall lapse with the death of the Buyer and his/her Alternate, if any has been appointed. If the right to designate lapses without designation of at least one person to be interred in the Church Columbarium, a refund shall be made as provided in Paragraph XI.

#### **IX. Appointment of Alternate**

Each Buyer is also encouraged to appoint an Alternate. If the Buyer chooses to do so, he or she will designate in a written document, delivered to, accepted and acknowledged by the Church, the name of an Alternate who, upon the death or incapacity of the Buyer, may exercise all rights

and entitlements of the Buyer as set forth in this agreement. Any reference to the “Buyer” then shall mean the “Alternate” if the Alternate is eligible to act.

## **X. Assignment of Rights and Entitlements**

Except as set forth in this document, the Buyer’s rights and entitlements may not be assigned, transferred or inherited without the written consent of the Church.

## **XI. Refund Rights**

If there has been no interment in the Church Columbarium after passage of one full year from the date of death of the Buyer and the Alternate, and if no person has been designated for interment in the Church Columbarium, the Church may, but shall not be required to, refund the deposit of the Buyer. Likewise, upon a written request by a Buyer or his/her Alternate, the Church may refund the deposit of the unused place in the Church Columbarium.

## **XII. Religious Service Required**

A religious service shall be held at each interment. A member of the clergy of the Church shall be present and shall conduct the service except that, at the sole discretion of the pastor of the Church, supervision of the service may be delegated to another member of the clergy, but a representative of the Church shall, in any event, be present.

## **XIII. Inscriptions on Memorial Plaques**

Inscriptions on the wooden memorial plaques will include only the name, the year of birth and the year of death of each person interred in the Church Columbarium. The size, type and manner of lettering shall be determined by the Church.

## **XIV. Access to Church Columbarium and Church Responsibility**

The Church shall retain and maintain complete control of all access to the Church Columbarium. The Church is not responsible for the loss or destruction of cremated remains that result from acts of nature, war or vandalism.

## **XV. Removal of Interred Remains**

Cremated remains, once interred in the Church Columbarium, cannot be removed.

## **XVI. Records**

The Church shall maintain a separate record of all interments and may require appropriate information for this purpose, including a certified copy of the death certificate.

## **XVII. Relinquishment by Buyer of Rights and Entitlements**

The Buyer’s rights and entitlements to the Church Columbarium shall lapse and revert to the Church if no interment has occurred after passage of one year from the date of death of the last to

survive of the following: the Buyer, his or her designated Alternate and the designated person to be interred, if any. The Church shall reimburse amounts paid in the event of such reversion in accordance with Paragraph XI above.

#### **XVIII. Cancellation of Buyer's Rights and Entitlements**

- A. The rights and entitlements in the Church Columbarium purchased pursuant to this Agreement shall terminate upon the occurrence of any of the following:
  - 1. If the premises on which the Columbarium is located are no longer owned by the Church;
  - 2. If the Church buildings on the premises are demolished; or
  - 3. If, in the reasonable opinion of the Church, it is no longer feasible to maintain the Church Columbarium.
- B. If such rights and entitlements are terminated, the Full Church Council shall supervise the removal and re-interment of the entire Church Columbarium, at no expense to the families of those interred. Upon re-interment in an appropriate location as determined by the Full Church Council a memorial plaque (if re-interred inside) or grave headstone (if re-interred within a cemetery) shall be established.

# Receipt of Place Held and Schedule of Payment for the Mount Olive Lutheran Church Columbarium

Dated: \_\_\_/\_\_\_/\_\_\_\_\_

Buyer Signature:

\_\_\_\_\_

Buyer Signature:

\_\_\_\_\_

Mount Olive Evangelical Lutheran Church of Rochester

By (signature): \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule of Payment

Columbarium Place Held Number: \_\_\_\_\_ of 300

Purchase Type: \_\_\_\_\_ Individual/ Couple

Deposit \$ \_\_\_\_\_

Payment Type \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_\_\_

Balance Due Upon Interment: \$ \_\_\_\_\_



# Reservation of the Right of Interment in the Church Columbarium

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

reserve(s) the right to a place of interment in the Mount Olive Evangelical Lutheran Church Columbarium. This Reservation of the Right of Use is subject to the terms and conditions specified in the Purchase Agreement and to the rules and regulations which may now exist or which may be adopted governing such use.

Place holding deposit may be made now or according to the terms in the Schedule of Payment. The Church Columbarium may not be used until the reserved place has been paid for in full.

The undersigned Buyer designated the following eligible persons whose remains may be interred in the above described Church Columbarium:

\_\_\_\_\_  
(Name) (Family Relationship)

\_\_\_\_\_  
(Name) (Family Relationship)

Further, the undersigned Buyer designates

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

as the appointed Alternate who, in the event of death or disability of the Buyer, may modify the above list, and who shall direct the preparation for, type, and place of the final disposition of the undersigned (as provided in Minnesota Statutes Sections 149A.80, which can be viewed at the Minnesota "Office of the Revisor of Statutes" website located at <https://www.revisor.mn.gov/statutes/?id=149A.80>).

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

Buyer Signature: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Accepted: Mount Olive Evangelical Lutheran Church

By (signature): \_\_\_\_\_

Title: \_\_\_\_\_

# Mount Olive Lutheran Church Columbarium Information Sheet

Church Columbarium Place Held Number: \_\_\_\_\_ of 300

Purchase Type: \_\_\_\_\_ Individual/ Couple

Purchase Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_  
Last First Middle

Name: \_\_\_\_\_  
Last First Middle

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Place of Birth: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Death: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Interment: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Interment: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Sex: Male / Female

Sex: Male / Female

\*Occupation: \_\_\_\_\_

\*Occupation: \_\_\_\_\_

\*Cause of Death: \_\_\_\_\_

\*Cause of Death: \_\_\_\_\_

Death Certificate on File: Yes / No

Death Certificate on File: Yes / No

\* Optional

## Disclaimer:

This information may be viewed by the general public (for example, those doing genealogy research). Please only include information that you are willing to share with the public.