



Transfiguration Columbarium - Rules, Policies and Regulations

The following rules and regulations are based upon those adopted by the Archdiocese of Atlanta, Georgia. They are intended to ensure that proper care can be taken in all inurnments in the Columbarium located on the grounds of the Church. Throughout this document, whenever the “Church” is mentioned, it refers to the Archdiocese of Atlanta and Transfiguration Catholic Church. Whenever “Contract” is mentioned, it refers to the Transfiguration Columbarium Certificate of Right of Inurnment..

1. Purpose:

On behalf of Transfiguration Catholic Church, we thank you for trusting us to serve you by providing sacred space for the inuring of the remains of your loved ones. The following Rules, Policies and Regulations are meant to ensure that we will do everything possible to serve you well. These Rules and Regulations were adopted for the common protection of the owners of all niches and the preservation of the natural beauty of the grounds.

2. Personal Conduct in the Columbarium:

The Columbarium is part of the Church, and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a sacred area of the Church. Any member of the church Staff is empowered to enforce these rules and regulations and to exclude from the Columbarium any person(s) violating these rules and regulations.

All niche owners or visitors are subject to the rules and regulations herein contained and may have access to the Columbarium whenever the church is open to the public. The Church maintains the right to adjust the time periods designated as normal operating hours. No keys or other instruments of access will be issued to niche owners.

3. Governance:

The administration, operation and maintenance of the Columbarium is the ultimate responsibility of Transfiguration Catholic Church, which may delegate its authority, as appropriate to the Pastor, Parish Administrator, and Director of Pastoral Care, henceforth referred to as the Columbarium Committee. If so, the Columbarium Committee shall be responsible for making ongoing decisions regarding the Columbarium.

4. Eligibility for Inurnment:

Inurnment in the Columbarium shall be limited to the cremated human remains of any active member of Transfiguration parish, and members of his or her immediate family. On a limited basis, at the discretion of the Columbarium Committee, inurnment shall be open to parishioners from other Catholic churches, and to others in the general public that make a specific request to the Pastor and the Columbarium Committee.

5. Fees:

Price (fee) can be obtained by contacting the parish office. The fee includes all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, the urn(s), and the cost of transportation or other off-premises costs. Upon payment in full for any niche, a Contract (Certificate of Right of Inurnment) shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human remains only. The ownership in fee of the land and structure remains with the Church.

6. Inscription of Niche Facings:

The purchase price of the niche in the Columbarium shall include the cost of such inscriptions on the niche plate facing.

- a. The Inscription shall be in a uniform size and style as determined by the Columbarium Committee. The maximum inscription shall consist of the following: Name of the deceased (no titles), Date of birth (month, day, year) Date of death (month, day, year).
- b. Engraving of the above information will be done at the time of death.
- c. An Inscription Order Form will be provided by the Columbarium Committee to be typed or printed in ink and signed by the person or persons entitled to do so. Arrangement for the inscription, in accordance with the name and dates so furnished, will be made by the Columbarium Committee. The Church and Columbarium Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates filled in on the signed inscription order.

7. Purchase of Niches:

Eligible persons interested in purchasing a niche shall contact the parish office to obtain an "Intent to Purchase" application form. Fifty percent (50%) payment is due at the time of the completed and submitted application. The remaining fifty percent (50%) payment is due on or before 6 months after the signing, at which time the purchaser will be issued the Contract (Certificate of Right of Inurnment).

8. Selection of Niches:

The purchaser will have the right to select any niche(s) which may be available at the time of purchase. No more niches will be sold to a family than those necessary to inurn the

cremains of all eligible person in that family, with up to two urns to a niche and one person per urn. The names of both parties will be inscribed as documented earlier on the front of the niche. If a niche is purchased as a single, then only one name will be inscribed.

9. Title and Retained Rights:

The Contract holder acquires no property rights in the Columbarium, any or all niches, or any of the church's property. Legal title to the Columbarium and all niches always remains with the Church. The Columbarium Contract attest only to the right to inurn the cremains of the person(s) named on the contract in the specific niche listed in the contract. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these rules, policies, and regulations as amended from time to time. IN the event of a discrepancy between the Contract and the administrative records maintained by the Columbarium Committee, the latter shall take precedence.

Upon payment in full for any niche, a Contract of right of inurnment shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human cremated remains only. The ownership in fee of the land and structure remains with the Church.

The purchaser may designate the cremated remains of the body to such person as the purchaser desires to have inurned in the niche referred to, but the Church shall have sole discretion as the persons whose cremated remains of the human body may be inurned in the columbarium and the permission of the Church must, in each instance, be obtained in writing prior to the placing of any cremated remains of the body in any niche within the Columbarium. Upon the death of the purchaser, such privilege of designation shall pass as the purchaser shall by will direct, or in the absence of testamentary direction, to the heirs at law of the purchaser, but the right of inurnment shall continue to be subject at all times to the approval of the Church. The right of inurnment hereby given to the purchaser shall not be assigned or transferred without the written consent of the Church, nor shall the Church be obligated to recognize any right to inurnment hereunder in any heirs, distributees, or devisees of the purchaser.

If the purchaser desires to change of assignee or transfer of Contract for right of inurnment hereby given, the purchaser shall submit the name or names of the assignee or transferee to the Church which reserves the right to withhold consent to such assignment or transfer for any reason which is its sole discretion shall deem proper. Any new assignee or transferee must meet eligibility requirements stated in Section 4 of this document.

10. Inurnment Procedures:

An urn is defined as any suitable, non-perishable container which will hold the ashes/cremains of the deceased. The Church reserves the right to limit the size, type, style and material of all urns.

All niches in the Columbarium are of the same size and are suitable to hold 1 or 2 urns within the defined maximum dimensions of 12" wide by 12" deep by 12" high. If choosing

an urn with exterior trim, be sure the trim is considered in the total measurement of the urn.

Per the Catholic Church: Ashes/cremains of only one deceased person shall be contained in one urn. Ashes/cremains may not be mixed with another person's ashes or other substances. Ashes/cremains may not be divided among multiple containers.

Only an installed pastor serving the Church, or an ordained priest or deacon invited by the pastor, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the pastor/priest of the Church and the family of the deceased to be inurned. A family representative is responsible for making inurnment arrangements with the Church.

Artificial flowers or plants may not be placed in the columbarium area. The placing of any items (toys, signs, wreaths, ornaments, etc.) not provided for or approved by the Columbarium Committee shall not be permitted in or near the Columbarium area. Any of these items will be removed by the Church and disposed of without notice or liability to the Contract holder.

11. Security of Cremains:

The Church will use reasonable care to protect all urns deposited in the columbarium. The Church disclaims all responsibility and shall be relieved from any liability for loss or damage from causes beyond reasonable control including, without limitation, damage caused by the elements, acts of nature, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, invasion, or order of any military or civil authority, where damage be direct or collateral.

12. Removal of Remains:

If after inurnment, a family member or otherwise authorized family individual desires to remove cremated remains entirely from the Columbarium, that request must be in writing, setting forth the reasons and circumstances for the request, including the authority of the person making the request. If the Columbarium Committee is satisfied that the request is appropriate and has received an indemnity agreement from the requesting party, the Columbarium Committee may approve the request. If such a request is granted, the entire amount of the fee and the Contract shall be forfeited, and all rights of inurnment shall cease. Therefore, the niche shall become and be available for designation by the Church for the use of other members or person eligible under the terms of these rules, policies and regulations.

In the event that the Columbarium requires repairs to maintain its integrity, the niche Contract holder agrees to permit the temporary removal of any cremains until those repairs are completed.

13. Transfer of Assignments:

Right to purchase: The Columbarium Committee retains the right to purchase the unused inurnment rights from any owner of such rights at the then current standard purchase price or the original purchase price, whichever is lower, prior to the transfer of assignment of said rights to any other owner. Any owner would have to meet the criteria set forth in this document and be subject to approval by the Columbarium Committee. Niche owners cannot resell their inurnment rights on the open market.

14. Perpetual Care Fund:

An established percentage of funds from the sale of niches shall be maintained by the Church, under the direction of the Columbarium Committee, as a perpetual care fund for the upkeep of the columbarium, including the following:

- a. Routine maintenance
- b. Seasonal plantings
- c. Other uses are determined by the Columbarium Committee.

15. Termination of the Columbarium:

The right of inurnment will continue as long as the present Church edifice stands and is owned and utilized as the primary place of worship by the Church. If the present edifice is to be sold or demolished and a replacement Columbarium is to be constructed at a new site, any niche owner will be entitled to an inurnment space equivalent to the space occupied at that time and the expense of the move will be borne by the Church. If Transfiguration Catholic Church is dissolved as an entity and a replacement Columbarium is not constructed at the new site, the Archdiocese of Atlanta will find a suitable burial site for relocation of the cremains. In that event, the Church will notify niche owners (or his or her legal representative successor) of the plans to move the cremains to an alternate burial site. Should the owner or legal representative successor not approve of the new site, they will be given 90 days to claim the cremains. If no one of such person removes the cremains within this time period, or if no one of such persons can be contacted within this time period, the Church has the right to relocate the cremains to the alternate site. No refund for the inurnment rights will be made.

16. Protection against Loss:

The Church may carry such insurance for its own benefit on the Columbarium and contents as the Columbarium Committee sees fit. However, there is no obligation upon the Church or the Columbarium Committee to provide any insurance for the benefit of the inurnment rights holders.

17. Modifications and Amendments:

- a. Exceptions and modifications: special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon the recommendations of the Columbarium Committee exceptions, suspensions, or temporary modifications may be made to any of these rules

and regulations when the same appears advisable. Such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.

- b. Amendments: The Columbarium Committee may at any time adopt new rules and regulations, or amend, alter, or repeal any rule regulation or article, section, paragraph or sentence in these rules and regulations, provided, however, that any such change, addition or repeal shall not become effective until ratified by the Columbarium Committee.
- c. Severability: If any provision thereof be held by constituted authorities to be invalid in whole or in part, these rules and regulations shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.
- d. The above rules may, from time to time, be amended by the Church and all such amendments shall be available in the church offices. All rules and regulations of Transfiguration Catholic Church Columbarium are subject to the applicable laws of the State of Georgia.

Adopted: _____

Pastor: _____

Date: _____

Columbario de la Transfiguración – Reglas, Políticas y Reglamentos

Las siguientes reglas y reglamentos están basados en los adoptados por la Arquidiócesis de Atlanta, Georgia. Tienen como propósito asegurar el cuidado adecuado de todas las inhumaciones en el columbario ubicado en los terrenos de la Iglesia. A lo largo de este documento, cuando se mencione la “Iglesia”, se refiere tanto a la Arquidiócesis de Atlanta como a la Iglesia Católica de la Transfiguración. Cuando se mencione el “Contrato”, se refiere al Certificado del Derecho de Inhumación del Columbario de la Transfiguración.

1. Propósito:

En nombre de la Iglesia Católica de la Transfiguración, le agradecemos por confiar en nosotros para brindarle un espacio sagrado para el depósito de los restos cremados de sus seres queridos. Las siguientes Reglas, Políticas y Reglamentos están diseñados para garantizar que haremos todo lo posible para servirle adecuadamente. Estas normas fueron adoptadas para la protección común de todos los propietarios de nichos y para preservar la belleza natural del entorno.

2. Conducta Personal en el Columbario:

El columbario forma parte de la Iglesia, y todas las personas que se encuentren en el área deben comportarse con el debido respeto y decoro propios de un lugar sagrado. Cualquier miembro del personal de la Iglesia está facultado para hacer cumplir estas reglas y excluir del área a cualquier persona que las infrinja.

Todos los propietarios de nichos o visitantes están sujetos a estas reglas y tienen acceso al columbario mientras la Iglesia esté abierta al público. La Iglesia se reserva el derecho de ajustar los horarios de funcionamiento. No se emitirán llaves ni otros instrumentos de acceso a los propietarios.

3. Administración:

La administración, operación y mantenimiento del columbario son responsabilidad última de la Iglesia Católica de la Transfiguración, que podrá delegar dicha autoridad, según lo considere apropiado, al párroco, administrador parroquial y director de cuidado pastoral, en adelante el Comité del Columbario.

4. Elegibilidad para la Inhumación:

La inhumación está limitada a los restos cremados de miembros activos de la parroquia Transfiguración y de sus familiares directos. De manera limitada, y a discreción del Comité del Columbario, se permitirá la inhumación de feligreses de otras parroquias católicas o de personas del público general que presenten una solicitud específica al párroco y al Comité.

5. Tarifas:

El precio puede obtenerse contactando a la oficina parroquial. La tarifa incluye los costos asociados con la inhumación, la inscripción de nombres y fechas, y el cuidado perpetuo del columbario. No incluye los costos de cremación, urnas, transporte ni otros gastos fuera del sitio. Al completar el pago total de un nicho, se entregará debidamente el Contrato (Certificado del Derecho de Inhumación) al comprador, el cual concede solo el derecho de colocar restos humanos cremados. La propiedad del terreno y la estructura continúa siendo de la Iglesia.

6. Inscripción de Placas de Nicho:

El precio incluye la inscripción en la placa del nicho.

a. La inscripción debe tener un tamaño y estilo uniforme, según lo determine el Comité. Máximo: nombre del fallecido (sin títulos), fecha de nacimiento (mes, día, año), fecha de fallecimiento (mes, día, año).

b. El grabado se realizará al momento del fallecimiento.

c. Se proporcionará un formulario de inscripción, el cual debe llenarse con tinta o de forma mecanografiada, y ser firmado por la persona autorizada. La Iglesia y el Comité solo serán responsables de errores cometidos por quien haga el grabado, siempre que dicho error no coincida con la información del formulario firmado.

7. Compra de Nichos:

Las personas interesadas deberán solicitar en la oficina parroquial el formulario de "Intención de Compra". Se requiere un pago inicial del 50% al entregar el formulario, y el resto deberá pagarse en un plazo no mayor de 6 meses para recibir el Contrato.

8. Selección de Nichos:

El comprador podrá escoger cualquier nicho disponible. No se venderán más nichos a una familia de los necesarios para sus miembros elegibles, con un máximo de dos urnas por nicho. Si se compra como nicho individual, solo se inscribirá un nombre.

9. Título y Derechos Retenidos:

El titular del contrato no adquiere derechos de propiedad sobre el columbario ni los nichos; estos permanecen como propiedad de la Iglesia. El contrato otorga únicamente una licencia para usar el nicho asignado. El comprador puede designar a quien desee para ocupar el nicho, pero la Iglesia tiene la autoridad final para aprobar cada inhumación, la cual debe constar por escrito. La cesión del derecho está sujeta a aprobación y cumplimiento de los requisitos de la Sección 4.

10. Procedimientos de Inhumación:

Una urna se define como un recipiente no perecedero que contenga los restos cremados. La Iglesia limita el tamaño y tipo de urna (máximo 12" x 12" x 12").

Según la Iglesia Católica: los restos de solo una persona pueden estar en una urna; no deben mezclarse ni dividirse.

Solo un sacerdote o diácono autorizado puede presidir la ceremonia. Las flores artificiales u objetos no autorizados serán retirados sin previo aviso.

11. Seguridad de los Restos:

La Iglesia tomará precauciones razonables para proteger las urnas, pero no se hace responsable de pérdidas o daños por causas fuera de su control, como fenómenos naturales, robos, vandalismo, etc.

12. Retiro de Restos:

Cualquier solicitud de retiro debe hacerse por escrito, explicando los motivos y la autoridad legal del solicitante. De aprobarse, se perderá el derecho sobre el nicho y la tarifa no será reembolsada. En caso de reparaciones, se permite la remoción temporal de restos.

13. Transferencia de Derechos:

El Comité puede recomprar derechos no utilizados al menor precio entre el original y el estándar actual. Los nichos no pueden revenderse en el mercado abierto.

14. Fondo de Cuidado Perpetuo:

Un porcentaje de las ventas se destina a un fondo para:

- a. Mantenimiento rutinario
- b. Plantaciones estacionales
- c. Otros usos según el Comité.

15. Terminación del Columbario:

El derecho a inhumación continuará mientras la Iglesia actual esté en funcionamiento. Si se vende o demuele, se ofrecerá un nicho equivalente en el nuevo sitio sin costo adicional. Si la parroquia se disuelve, la Arquidiócesis de Atlanta reubicará los restos a un lugar apropiado. Se notificará a los titulares, quienes tendrán 90 días para objetar o retirar los restos. Después de ese plazo, la Iglesia podrá trasladarlos.

16. Protección Contra Pérdida:

La Iglesia puede contratar seguros para el columbario, pero no está obligada a asegurar los derechos individuales de los titulares.

17. Modificaciones y Enmiendas:

- a. Excepciones: En casos especiales, el Comité podrá hacer excepciones temporales si se justifica.
- b. Enmiendas: El Comité podrá modificar estas reglas en cualquier momento, con aprobación.
- c. Separabilidad: Si alguna disposición se considera inválida, el resto seguirá vigente.
- d. Disponibilidad: Las reglas enmendadas estarán disponibles en la oficina parroquial y están sujetas a las leyes del estado de Georgia.

Aprobado por: _____

Párroco: _____

Fecha: _____