



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, and Director of Operations, 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 cremated human remains.

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. Full payment is due at the time of the completed and submitted application.

8. Selection of Niches:

The purchaser will have the right to select any niche(s) which may be available at the time of purchase. 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.

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: _____



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Transfiguration Columbarium - Intent to Purchase Application Form

Cost as of January 1, 2026: \$7,000 per niche.

Full name of Licensee 1: _____

Mailing Address: _____

Telephone: (____) _____ Email: _____

Name of person to be inurned: _____

Relationship to Applicant: _____

Full name of Licensee 2: _____

Mailing Address: _____

Telephone: (____) _____ Email: _____

Name of person to be inurned: _____

Relationship to Applicant: _____

Niche: _____

Terms of Purchase: Payment of \$ _____ submitted with Application.

The Licensee(s) agrees the Right of Inurnment is subject to the Columbarium Rules, Policies and Regulations governing the Columbarium and as they may be amended in the future, and are made part of this Application for all purposes. By signature below the Licensee(s) acknowledges receipt of a copy of the current Rules, Policies and Regulations.

Licensee 1 Signature: _____

Date: _____

Licensee 2 Signature: _____

Date: _____

(Office use only)

Application Approved by: _____

Date: _____



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Transfiguration Columbarium – Certificate of Right of Inurnment

In consideration of the sum of \$ _____, receipt whereof hereby is acknowledged, the Archdiocese of Atlanta and Transfiguration Catholic Church hereby grants this Certificate of Right of Inurnment to:

Licensee 1: _____

Mailing Address: _____

and

Licensee 2: _____

Mailing Address: _____

The exclusive right of inurnment in niche _____

at the Columbarium of Transfiguration Catholic Church, Marietta, GA.

In consideration of the payment listed above, Transfiguration Catholic Church and Licensee(s) agree as follows:

Transfiguration Catholic Church will accept the cremains of the above Licensee(s) for inurnment and perpetual care in its Columbarium, subject to the Rules, Policies and Regulations of Transfiguration Catholic Church Columbarium.

Licensee(s) shall designate the person who will be entitled to receive notice under the terms of this agreement (hereafter referred to as the "Designee"). Licensee agrees to direct Designee to advise Transfiguration Catholic Church of any changes in future contact information.

Licensee(s) and their heirs, executors, administrators, successors and assigns agree and forever covenant that this license conveys no estate in real property of Transfiguration Catholic Church, and no rights except as expressly set out herein and in the Rules, Policies and Regulations, and shall in no way be deemed to encumber said property so as to affect any encumbrances or conveyances affecting the real estate owned by Transfiguration Catholic Church. The parties agree this agreement is not

subject to the laws of Georgia relating to cemeteries, and shall not assert said laws regarding this agreement.

The Certificate of Right of Inurnment shall be subject to the Rules, Policies and Regulations now existing and as amended in the future.

Licensee 1 Signature: _____

Date: _____

Licensee 2 Signature: _____

Date: _____

(Office use only)

Certificate Approved by: _____

Date: _____



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Transfiguration Columbarium – Designee Information Form

Full name of Designee for Licensee 1:

Mailing Address: _____

Telephone: (____) _____ Email: _____

Relationship to Applicant: _____

Licensee 1 Signature: _____

Date: _____

Full name of Designee for Licensee 2:

Mailing Address: _____

Telephone: (____) _____ Email: _____

Relationship to Applicant: _____

Licensee 2 Signature: _____

Date: _____

Note:

After any inurnment, the Certificate of Right of Inurnment is not transferable and cannot be sold.

If at any time the inurned cremains are removed from the niche, and no additional Licensee remains, the license is revoked, and the niche reverts back to Transfiguration Catholic Church with no remuneration due.

(Office use only)

Information Approved by: _____

Date: _____



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Transfiguration Columbarium – Inscription Order Form

Subject to the Rules, Policies and Regulations of Transfiguration Catholic Church, Marietta, GA, you are hereby requested and authorized to have placed upon the faceplate of:

Niche _____ the inscription as follows:

Licensee 1

Full name (first, middle, last): _____

Date of Birth (month, day, year): _____

Date of Death (month, day, year): _____

I certify that the above inscription text is correct, and any changes (unless it is an error made by the manufacturer) shall be at my expense.

Licensee 1 Signature: _____

Date: _____

Licensee 2

Full name (first, middle, last): _____

Date of Birth (month, day, year): _____

Date of Death (month, day, year): _____

I certify that the above inscription text is correct, and any changes (unless it is an error made by the manufacturer) shall be at my expense.

Licensee 2 Signature: _____

Date: _____

(Office use only)

Application Approved by: _____

Date: _____