St. Lawrence Martyr Church

Columbarium Phase 1

Rules and Regulations
The Columbarium at St. Lawrence Martyr
Attachment 1
Rules and Regulations

Management of Columbarium

Purpose of the Columbarium: The Columbarium provides a special place for Inurnment of cremated human remains (“Cremains”) of our loved ones. The Columbarium will be a special pastoral service to our Parishioners; allowing families to fully experience the full rite of Christian burial, allowing visitation before or after Mass and fulfilling the corporal works of mercy to bury the dead.

General: St. Lawrence Martyr Church of Redondo Beach, CA (the “Church”) owns, manages and administers the Columbarium; determines the standards for eligibility; maintains the necessary structure; and keeps records in accordance with California law. The Columbarium Advisory Committee (“Committee”) is charged with the oversight, approval and management of the Columbarium on behalf of the Church. Any amendments to these Rules must be approved by the Committee and the Church Pastor.

The Church reserves the right to carry on any parish or business activity permitted by law within the Church grounds on or adjacent to the Columbarium.

Rules and Regulations: These regulations, conditions, policies, restrictions, and rules (“Rules”) are designed to protect both the interests of the Holder and the Church. Adherence to these Rules will be maintained for the general good in preserving the desirability and beauty of the Columbarium located at the Church (“Columbarium”). The Church reserves the right to amend or change the Rules from time to time as the Church deems appropriate. The Church shall have no obligation to notify the Holders of any amendments, alterations, or other changes in its Rules.

Availability of Rules: A current copy of the Rules will be made available to Holders during business hours of the Church in the Parish Office.

Terms: The terms and conditions of the Columbarium Agreement (“Agreement”) shall be binding upon the Holder’s heirs, successors, executors, administrators, and assigns.

Access: Subject to the terms and conditions herein, and temporary closures for maintenance and repair, access to the Columbarium area will be available daily from 6:00 am to 6:00 pm.

Inurnments

Subject to Laws: In addition to the Rules, all Inurnments, disinurnments, and removals shall comply with all federal, state, and local laws to the extent they are applicable to the Church. Nothing herein shall be construed as a waiver of any exemption of the Church as pursuant to the laws, rules, and regulations.
Eligibility: The Columbarium is intended for the use of St. Lawrence Martyr Parishioners and their immediate family. Holders of the Right of Inurnment will be allowed to inurn only themselves and/or members of their immediate family in Holder’s designated Niche (each an “Immediate Family Member”). No more than two (2) Urns shall be placed in each designated Niche. As such, Holder shall be entitled to inurn in the designated Niche: (i) Holder and one (1) Immediate Family Member; or (ii) two (2) Immediate Family Members. Although the Columbarium is intended for members of the Church, nevertheless, in the case of mixed marriages, the Church, not wishing to separate in death those who were united in life, permits the remains of non-Catholic relatives to be interred in the Columbarium.

Property Rights and Exclusive Rights to Use: Following execution of the Agreement and payment of the purchase price set forth therein, the Right of Inurnment Certificate (“Certificate”) will be issued by the Church to Holder. Holders (and any such Immediate Family Member(s)) will have absolutely no real property rights in the Columbarium, any of its Niches, or any of the Church’s property, other than the right to use the designated Niche for an Inurnment pursuant to the provisions of the Agreement.

If Holder (or the Immediate Family Member(s)) should decease prior to the completion of the construction of the Columbarium, then the Right to Inurnment set forth in the Agreement shall commence only upon the completion of the construction of the Columbarium. Holder shall make arrangements for any Cremains of Holder and/or the Immediate Family Member(s) during the interim period between death and the completion of the construction of the Columbarium.

Arrangements for the Inurnment: The rites of committal will be in keeping with the Roman Catholic Church’s forms of worship as prescribed by the Pastor of the Church. Any exceptions require the approval of the Pastor.

Amendments to the Agreement: The Agreement may not be modified except by a written agreement duly signed by both the Holder and the Church.

Responsibility for Identity: The Church and Committee shall not be liable for ensuring the identity of the person(s) whose Cremated Remains are to be inurned.

Niche Locations in the Columbarium: Initially, the Columbarium walls will each have 89 Niches in three sizes, for a total of 178 Niches: 144: 8x8, 28: 12x12 and 6: 12x8. The Church reserves the right to expand the Columbarium or construct additional Columbaria. Niche location will be recorded on the Certificate and internal Church records.

Niche Fronts: All Niches will have a uniform marble Niche front attached to the outside face of the Niche. Only the name, date of birth, and date of death may be engraved on the faceplate of a Niche. Inscriptions are in a style and font approved by the Church. The opening and closing of Niches will be arranged by the Church at the time of Inurnment.

Niche Limitations: Each Niche allows for the Cremated Remains of the Holder, and/or at Holder’s option, the Immediate Family Member(s). The Church recommends using the sheet bronze Urn(s) included in the price of the Niche. No more than two (2) Urns shall be placed in each Niche.

Niche Interior Dimensions: The Holder is responsible for assuring that two Urns fit within the dimensions of the Niche. In the event the Holder’s Urn(s) will not fit the Niche, the Holder will be responsible for obtaining smaller Urn(s) and the proper transfer of ashes to the replaced Urn(s). Typically, vase style Urns will not fit in the 8” x 8” Niches.
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<tr>
<th>Size</th>
<th>Front with Stone</th>
<th>Front without Stone</th>
<th>Side Section</th>
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<td>8” x 8”</td>
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| Width: 7 5/8” | Opening Height: 6” | Interior Height: 7 3/4” | Depth: 11 3/4” |

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| Width: 11 1/2” | Opening Height: 10” | Interior Height: 11 3/4” | Depth: 11 3/4” |

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Inurnment Permits: Any permits for the Inurnment required by applicable federal, state, or local laws must be secured and furnished by the Holder, the family of the Decedent, or the funeral director. In no event shall the Church be responsible for acquiring any such permits.

Ashes and Urns: The Right of Inurnment Certificate entitles Holder to inurn the Cremated Remains of Holder and/or the Immediate Family Member(s), in accordance with the terms of the Agreement, provided the Holder provides any required permits from the proper governmental authority and such other documents as the Church, in its sole discretion, may require. The Urn must be sealed, be in good taste and is subject to approval of the Church. The Urn must be marked with permanent identification prior to Inurnment. Identification is to be provided by the family, Crematorium, Mortuary or Funeral Home. At the family’s discretion, a decorative unsealed Urn may be used for a memorial service and the ashes then transferred to a standard Urn for Inurnment. Any transfer is the responsibility of the family of Holder or the Immediate Family Member(s). All Urns will be permanently sealed at time of Inurnment. Urns may not be removed from their designated Niche once they are inurned unless Cremains are being relocated.

Fees

Purchase Price: The purchase price for the Right of Inurnment in the designated Niche shall be as stated in the Agreement. The Church may provide a Pricing Sheet showing the current purchase prices for the Niches, which may be amended by the Church at its discretion. Any changes to the purchase prices set forth in the Pricing Sheet will not have any impact on the purchase price agreed upon between the Holder and the Church as set forth in the Agreement. In no event will Holder be entitled to a refund if the purchase prices for Niches are subsequently reduced as set forth in the Pricing Sheet. The costs of cremation, funeral fees, transportation and other off-premises costs are not included.

Inscriptions

Uniformity of Inscribing: The inscribing of each Niche front shall be of a uniform size and style as determined by the Church. The number of characters is limited by engraving style and is identified on the Inscription Order Form attached to the Agreement.

Conformity of Text: The inscription shall consist only of the name of the Decedent(s), date of birth and date of death. Hyphenated names are acceptable if they are the legal name. Suffixes are allowed if part of legal name (i.e.: Jr, II, III). Nick names are permitted if they are used more predominantly than the given name. Quotation marks will be used before and after a nickname. Titles are acceptable as space allows (i.e.: Dr., Rev.). Degrees or certifications (i.e.: PhD, MD, CPA) are acceptable as space allows. The use of fraternal seals, professional designations or similar inscriptions is prohibited. The Committee reserves the right to decide if inscriptions are appropriate.

Correctness of Inscription: A Niche Inscription Form is included as Attachment 2 to the Agreement to be completed by the Holder. The form will include the information to be relied upon in the inscribing of the Niche front. Arrangements for the inscribing, in accordance with the names and dates furnished, will be made by the Committee. Costs of inscription are included in the purchase price.
Flowers, Ornaments, Decorations

Floral Regulations: No plantings of any kind will be permitted on or near the Columbarium. An exception will be made for the display of flowers during the rite of committal. The Church may, from time to time, add floral arrangements to the space to mark a special occasion.

Other Ornaments, Decorations: No flags, statues, pictures, or decorations of any kind may be placed on or near a Niche, or any other location on or near the Columbarium structure. The use of felt, crushed silk, satin, velvet or other cloth in a Columbarium Niche is prohibited. No boxes, cans, shells, toys, wreathes, metal, signs, cards, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the Columbarium, and if so placed, the Committee reserves the right to have such articles removed and disposed of without notice.

Surrender, Removal, Abandonment, Termination

Surrender of Certificates: Should the Holder of a Certificate wish to return the Columbarium Niche(s) prior to Inurnment, the Church, at its sole discretion, may elect to refund all monies paid in excess of 15% of the purchase price. The amount retained by the Church shall be applied towards administration costs. Notwithstanding the foregoing, no portion of the purchase price will be returned unless and until the Church has resold the Right of Inurnment in the Niche(s). No refund will be made following the death of the Holder and/or once an inscription has been engraved into the marble faceplate of the designated Niche.

Removal: Cremains of Holder and/or the Immediate Family Member(s) remain the property of the family or estate of the deceased. If the family or estate of the Holder and/or the Immediate Family Member(s) inurned in their designated Niche(s) desire to remove all the Cremains of Holder and/or the Immediate Family Member(s), then the right to the designated Niche(s) will revert to the Church with no compensation due to the Holder or the Holder’s estate. The action to remove Cremains shall be communicated to the Church by the Holder’s family or estate by prior written notice to the Church.

Removal of Cremains by the Church: The Church reserves the right to temporarily relocate the Cremains of Holder and/or the Immediate Family Member(s) as necessary during repairs, construction, casualty or during such other occasions in which the removal of the Cremains of the Holder and/or the Immediate Family Member(s) are in the best interest of the Columbarium and the Cremains.

Movement of the Columbarium: In the event the Church is moved to another location or should it be necessary to move the Columbarium to another location on the Church property, it shall be the responsibility of the Church to provide facilities for the re-depositing of the Cremains committed to its care. The Committee shall exercise reasonable efforts to locate and notify surviving heirs as to the new location.

Damage: The Church shall not be liable for loss, damage to or destruction of the Niche, Columbarium, or other property except to the extent that such damage or destruction is caused by the Church’s willful misconduct or gross negligence. Except as otherwise set forth herein, in no event shall the Church be liable to the Holder, the Immediate Family Member(s) or their family or estate, including successors, in excess of the purchase price set forth in the Agreement.
Abandonment by Church: The Church expressly reserves the right at any time that it finds itself unable to fulfill the Agreement due to government regulation, insurrection, riot, war, or any military or civil authority, order of court, or any other unforeseen contingency, or because of mistake, misrepresentation, or fraud in the securing of the Agreement, to return to the Holder all monies that have been paid by the Holder under the Agreement, in which case the Agreement shall thereupon become null and void. In any such event, the Church shall not be liable to Holder, or its heirs, executors, administrators, or assigns, for any damages, whether direct, consequential, or otherwise, incurred by such persons for the Church’s cancellation of the Agreement, or for the Church’s inability to fulfill the terms of the Agreement.

Abandonment by Holder: If after 75 years from the date of the Certificate, no Cremains have been inurned in an designated Niche as specified on the Certificate, and the Holder of the Certificate cannot be located after good faith efforts are made by the Committee to locate the Holder, the Right of Inurnment and the Certificate shall be deemed null and void and the designated Niche will revert back to the Church with no compensation due to Holder or Holder’s estate. The Church will be free to reassign the abandoned Niche.

Termination of the Columbarium: Inurnment Certificates and Rights of Inurnment will continue as long as the present Columbarium stands and is owned by the Church. In the event the Church property containing the Columbarium is no longer owned by the Roman Catholic Archbishop of Los Angeles, a corporation sole, the Church will make every reasonable effort to relocate or make other arrangements or provisions for all Cremains which are not removed by the Holder or his or her duly authorized legal representatives. In such an event, the Church shall not be liable to the Holder, or his or her legal representatives, heirs, executors, administrators, or assigns, for more than the lesser amount of the monies paid for the Right of Inurnment pursuant to the Agreement or the costs of relocation.

Notices

Notices: Any notices to be delivered to the parties pursuant to the Agreement shall be delivered in writing to the Holder at the address set forth in the Agreement and to the Church at 1940 South Prospect Avenue, Redondo Beach, California 90277.

Holder Must Notify the Church: It shall be the responsibility of the Holder to notify the Church office of any change in their mailing address. Notice sent to a Holder at the last address on file in the Church office shall be considered sufficient and proper legal notification for all purposes.

Transfer or Re-Assignments

Unilateral Transfer by the Holder: All rights conferred by the Agreement shall be specific to the Holder. Other than selecting the Immediate Family Member(s) to be included in the designated Niche, Holder may make no assignment, either voluntary or involuntary, of the Right of Inurnment without the express written consent, obtained in advance, from the Church.

Transfer by Consent of the Columbarium Committee: The Holder may make written application to the Committee to transfer or assign the Holder’s rights under a Certificate to an eligible transferee. The application shall state the grounds for eligibility of the proposed transferee as defined by these Rules. The Committee shall approve the request provided it finds the proposed transferee eligible. Upon approval, the Holder or Holder’s authorized representative shall surrender the Certificate. The Committee shall then issue a new Certificate to the approved transferee. The new transferee shall be bound by these same Rules and Regulations.
**Transfer Charges:** All transfer of ownership in the Inurnment rights to Niches shall be subject to a charge fixed by the Committee. The charge must be paid when the transfer is recorded by the Committee and a new Certificate is issued.

**Donation of Purchased Niche:** If there has been no prior Inurnment and the Holder determines the Niche is no longer needed, the Holder shall have a right to donate the Niche to the Church. The Holder will provide a written notice to the Church requesting the donation to the Church. Within 30 days, the Church will provide written acceptance of the donation to the Holder. There will be no return of the purchase price to the Holder. Original payments will be directed to the care and maintenance of the Columbarium. The donated Niche will be available for resale by the Church.

**Conduct of Persons**

**Church Decorum:** The Columbarium is part of the Church and all persons entering the Church Narthex are expected to conduct themselves in accordance with customary respectful decorum as normally observed in Church.

**Enforcement of Rules:** The Church Staff and Committee are empowered to enforce all Rules and to exclude from the Church any person violating respectful decorum.