



Our Lady
of the **Lake**
CATHOLIC CHURCH

OLOL Prayer Garden and Columbarium Policies and Regulations

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OLOL Prayer Garden and Columbarium Policies and Regulations

1. Paragraph 2301 of the Catechism of the Catholic Church tells us that: "The Church permits cremation, provided that it does not demonstrate a denial of faith in the resurrection of the body." The Vatican Dicastery for the Doctrine of Faith further explains that "an attitude of sacred respect" must be had toward the ashes of the deceased person, which are to be kept in "a sacred place suitable for prayer."
2. All past and present registered parishioners of Our Lady of the Lake Catholic Church (hereinafter "OLOL"), Hendersonville, Tennessee, including immediate family members, are eligible to subscribe to a niche at OLOL Prayer Garden and Columbarium. All other applicants (hereinafter "Subscriber") from the Catholic community making application should submit in written form to OLOL Columbarium Board of Trustees (hereafter "the Board").
3. The use of a niche shall be limited to the inurnment of the cremated remains of one or two persons designated in writing by the Subscriber. The use of urns other than those supplied by the Board-approved supplier must meet Board-specified standards and be approved by the Board. All niche fronts will be of the same design and lettering format as approved by the Board and must be obtained from the approved provider specified by the Board. Niche fronts will list only the surname and the individual name(s), month(s), day(s) and year(s) of birth and month(s), day(s) and year(s) of death. Neither the Board nor OLOL are responsible for errors in the inscription on the niche front.
4. All costs, including but not limited to, cremation, funeral home expenses, cost of the Board-approved urn, and niche front inscription will be the responsibility of the Subscriber or the Subscriber's estate representative. Before an inurnment is permitted, a Subscriber or the Subscriber's legal representative must have executed all documentation and paid all fees required by the Board.
5. If a Subscriber decides that a niche is no longer desired or needed, a written request for approval to sell the niche must be submitted and approved by the Board. Upon approval, the original Subscriber assumes responsibility for the sale of the niche. Neither OLOL nor the Board will be involved in the sale of the niche. Before the sale transaction is completed, the original Subscriber must report information about the sale of the niche to the Board. The purchaser, i.e., new Subscriber, must submit a Subscription Application and sign and submit the Subscription Agreement for approval by the Board.
6. Cremated remains may be removed from the OLOL Prayer Garden and Columbarium upon written request by the surviving spouse or next of kin (See Paragraph 13) and with the approval of the Board. Removal expense is the responsibility of the person(s) making the request.
7. It is the responsibility of the Subscriber or Subscriber's estate representative to arrange for the deposit of ashes in the pre-approved urn (See Paragraph 3). All cremated human remains must be placed in assigned niches since the spreading of ashes on church property is not permitted. Cremated remains of pets or other animals, or personal objects of the deceased must not be placed in a niche.

8. The assignment of niches will be the sole responsibility of OLOL Administration in a manner determined by the Board. It should be noted that a Subscriber acquires no property rights to the niche.
9. In order to ensure a well maintained and dignified environment for the deceased and their families, flowers, potted plants, or other decorations, including photos and military or other service insignia, will not be permitted. It is suggested that in lieu of flowers, donations be made to enhance and maintain the permanent landscaping, pre-approved statuary, and benches. If any such items are placed in or about the OLOL Prayer Garden and Columbarium or on Columbarium grounds, OLOL reserves the right to remove and dispose of such items without notice and without liability to the owner of such items.
10. Applications will be reviewed by OLOL Administration and the Board. Upon acceptance, the applicant will receive a signed acknowledgement from OLOL Administration. Applications by Subscribers other than OLOL registered parishioners will be considered, provided they are registered parishioners of a Catholic parish or a member of their family. OLOL Administration will be responsible to make niche assignments as appropriate. Applicants who purchase niches prior to construction of the Columbarium will be informed of the assigned location of their niches when construction begins.
11. All Subscribers will be subject to these regulations and any future amendments by the Board and OLOL Administration. OLOL Administration and the Board have the sole power to resolve any requests, questions, issues, or disputes that may arise concerning the administration of OLOL Prayer Garden and Columbarium. The Subscriber must sign an acknowledgement agreeing to be bound by these Policies and Regulations.
12. In addition to Policies and Regulations in effect and other documents relative to OLOL Prayer Garden and Columbarium, inurnments, disinurnments, and removals are subject to all applicable Federal, State, and local laws and/or regulations. Any permits for inurnment required by State or local laws must be secured and furnished by the Subscriber or a duly authorized representative of the Subscriber, such as a family member or duly authorized funeral director.
13. In accordance with the provisions of Tennessee Code Annotated (TCA) Section 62-5-701 et seq., in the absence of "disposition directions" as defined in TCA Section 62-5-701 (1) or a preneed funeral contract, both (a) the right to authorize the inurnment of cremated remains in OLOL Prayer Garden and Columbarium, and (b) the right to authorize the disinurnment (i.e., removal) of inurned cremated remains from the Columbarium, vest in the following persons in the order named; provided that the person so named is a "qualified adult" as defined in TCA Section 62-5-701(2):
 - a. An attorney-in-fact designated in a Durable Power of Attorney for Health Care who is acting pursuant to TCA Section 34-6-204.
 - b. The decedent's surviving spouse;
 - c. The sole surviving child of the decedent, or if there is more than one (1) child of the decedent, the majority of the surviving children;
 - d. The surviving parent or parents of the decedent;

- e. The sole surviving sibling of the decedent, or if there is more than one (1) sibling of the decedent, the majority of the surviving siblings;
- f. The sole surviving grandchild of the decedent, or if there is more than (1) surviving grandchild, the majority of the grandchildren; and
- g. Those persons listed in the remaining categories set forth in TCA Section 62-5-703 (7)-(12), in the order as listed.

A person listed above may consent to the inurnment of cremated remains or the disinurnment of cremated remains only if there is no person in a priority listed before that person. In other words, no inurnment of cremated remains or disinurnment of cremated remains shall be permitted without the consent of the person having priority as set forth in this Paragraph 13 having consented to the inurnment or disinurnment. For example, if the decedent's surviving spouse is alive and competent, the surviving spouse must consent to the inurnment or disinurnment of cremated remains, notwithstanding that others having a lower priority may propose a different disposition. Disputes regarding inurnment or disinurnment, as well as all other disputes relating to these Policies and Regulations, shall be resolved pursuant to the procedures contained in Paragraph 26 of these Policies and Regulations.

- 14. The family of the deceased, or their designee, is responsible for managing the cremains of their deceased loved one(s). In the event that cremated remains need to be transferred from an existing urn to a Board-approved urn for the OLOL Prayer Garden and Columbarium, it is the responsibility of the family to move the cremated remains into the Board-approved urn.
- 15. A niche may be opened after inurnment only with the prior approval of OLOL Administration. Such approval may be granted only after written application to open the niche is submitted to the Board and then only for good cause, as determined by OLOL Administration in its discretion.
- 16. If any such niche is not used within five (5) years of the death of the person whose remains were to be inurned in such niche, such niche shall automatically revert to OLOL unless otherwise determined by the OLOL Administration and the Board. OLOL Administration and the Board shall make a good faith effort to notify the Subscriber, his or her heirs or the legal representative of such Subscriber within six (6) months prior to the expiration of such five (5) year period, in accordance with the provisions of Paragraph 19 herein. Nevertheless, upon the expiration of such five (5) year period, all rights in and to the niche assigned to the Subscriber shall revert to OLOL with no requirement for reimbursement of any fees. Thereafter, OLOL Administration and the Board may reassign the niche for use by another Subscriber.
- 17. OLOL Administration and the Board shall enforce all Policies and Regulations applicable to OLOL Prayer Garden and Columbarium. OLOL may exclude from its legally owned property and the Columbarium area any person or persons violating such Policies and Regulations.
- 18. The Subscriber assumes the risk of the loss, destruction or desecration of the urn and/or cremated remains in the niches from any and all causes. There is no obligation on the

part of OLOL to provide any insurance coverage on OLOL Prayer Garden and Columbarium or on any cremated remains inurned therein.

19. It is the sole responsibility of the Subscriber, his or her heirs and legal representatives to notify OLOL Administration in writing of any change of address. Any notice sent by the OLOL Administration and the Board to the Subscriber, his or her heirs or legal representatives to the last address as shown in OLOL Prayer Garden and Columbarium records shall be deemed good and sufficient legal notification for all purposes. Written notices OLOL Administration and the Board shall be delivered in person or by First Class or Certified U.S. Mail addressed to any of such persons as reflected on the Columbarium records. OLOL shall have the right to change the address of its administrative offices by amendment of these Policies and Regulations or otherwise as determined by the Board.
20. OLOL intends to maintain OLOL Prayer Garden and Columbarium in a tasteful, clean and dignified state befitting the sanctity of the purpose of the Columbarium. Notwithstanding the foregoing, it is understood and agreed that the Columbarium is neither a perpetual care columbarium, a perpetual care cemetery, a permanent maintenance cemetery, nor a free care cemetery. OLOL shall not be legally obligated to maintain the Columbarium as a perpetual care cemetery, a perpetual care columbarium, a permanent maintenance cemetery, or a free care cemetery.
21. OLOL reserves the right to convert OLOL Prayer Garden and Columbarium to another use if that is deemed necessary. In the event that OLOL decides to convert the Columbarium to another use, or in the event that OLOL moves from its present location, or if the Columbarium should be destroyed by fire, tornado, earthquake or other natural disaster and not be rebuilt, or in the event that OLOL should cease to be used as a place of worship by its congregation, OLOL Administration and the Board will notify the Subscriber or his or her heirs or legal representatives that the cremated remains must be removed from the niche. If the cremated remains are not removed from the niche within a reasonable time following such notice, or if no such persons can be located with reasonable diligence after following the notification procedures in Paragraph 19 herein, OLOL has the right to relocate the cremated remains as it deems proper. No refund of any amount paid will be made by OLOL.
22. It is understood and agreed that OLOL may at its discretion reconfigure OLOL Prayer Garden and Columbarium within OLOL's property or at another location if the church facility is moved to a new location. Further, in the event that repairs or improvements to the Columbarium are undertaken, OLOL may temporarily remove any cremated remains until those repairs or improvements are completed.
23. Neither OLOL, its pastoral and clergy staff, any member of the Board or any other parish committee, any member of OLOL Administration, or any employee or volunteer of OLOL (all of the foregoing hereinafter referred to as the "protected persons") shall be liable to any Subscriber or such Subscriber's heirs or legal representatives, or to any other person, firm or entity for carrying out the written directions of a decedent or the directions of those persons entitled to control the disposition of the decedent's remains as set forth in Paragraph 13 herein. Further, no protected person shall be liable for any loss or damage to OLOL Prayer Garden and Columbarium, any niche, or the contents thereof.

Nor shall any protected person be liable or responsible for any death of or injury to, or other loss or damage suffered by, the Subscriber or any member of the Subscriber's family, any invitee or guest of the Subscriber or any other person, firm or entity, arising out

of or resulting from any use of or access to the Columbarium or any other property of OLOL or relating in any manner to the grant of inurnment rights.

Each Subscriber and each Subscriber's heirs and legal representatives release and agree to hold harmless each protected person from any liability or responsibility described in this Paragraph 23 and any loss, damages, costs, expenses, claim or cause of action relating thereto (including, but not limited to, reasonable attorney's fees) to the fullest extent permitted by law for any liabilities and responsibilities arising out of or resulting from, in whole or in part, negligence or gross negligence by any protected person, whether through act or omission. This Paragraph 23 does not limit or impair any statutory or other immunity or limitation of liability available to OLOL or any other protected person.

In no event shall OLOL or any protected person be liable for indirect, special, or consequential damages arising from or relating to OLOL Prayer Garden and Columbarium or inurnment rights of a Subscriber or any person claiming by or through a Subscriber.

24. The Board may at any time adopt Policies and Regulations or alter, amend or repeal any provision contained herein.
25. Recognizing that situations may arise in which literal enforcement of a policy may be impractical, OLOL Administration and the Board retain the right to make reasonable exceptions, suspensions, modifications or waivers of any policy. Any exception, suspension, modification or waiver shall apply only to the particular situation approved by OLOL Administration and the Board and shall in no manner be construed as affecting the application of these Policies and Regulations in other situations, whether past, present or future. Each provision of these Policies and Regulations shall be independent of and separable from any other provision, and the invalidity of a provision of these Policies and Regulations shall not affect the enforceability of any other terms, conditions or provisions contained therein.
26. If any disputes, issues or questions arise in relation to these Policies and Regulations and/or the interpretation thereof, or the rights or entitlements of inurnment, or the owners of any inurned human remains, including, without limitation, conflicting claims of entitlement to inurnment, disinurnment, transfer, assignment or opening of a niche, OLOL Administration and the Board shall have the right to resolve such disputes, issues or questions in their discretion, including, without limitation, the right to deny inurnment, the right to deny the opening of a niche, the right to deny disinurnment, transfer or assignment, all as OLOL Administration and the Board may determine in their discretion. Any dispute or conflict covered by these Policies and Regulations being ecclesiastical in nature, nothing herein is intended to confer jurisdiction on a secular court, and OLOL expressly reserves the right to challenge the jurisdiction of a secular court to resolve any such dispute.
27. Should there be a dispute under these Policies and Regulations, the dispute may be referred to the Judicial Vicar of the Catholic Diocese of Nashville and his office for consideration. If further consideration becomes necessary, the matter may be submitted to the Bishop of the Catholic Diocese of Nashville. The parties agree the final decision regarding these Policies and Regulations and any breach of or dispute hereunder shall rest with the Bishop of the Catholic Diocese of Nashville, whose decision shall be final in all respects. Both parties waive any right of further appeal or recourse to either ecclesiastical or civil courts.

28. In the event of any litigation or disputes regarding these Policies and Regulations, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

29. These Policies and Regulations contain the entire understanding and agreement between the parties relating to the subject matters contained herein, including all the terms and conditions of the parties' agreement. These Policies and Regulations supersede any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral and shall not be amended except by a written document executed by both parties.

CONSENT AGREEMENT

This document, signed below by the Subscriber and the OLOL Administration Representative will constitute the agreement indicating an understanding and acceptance of the OLOL Prayer Garden and Columbarium Policies and Regulations.

Subscriber

I confirm that I have read and understand and agree to the terms of the OLOL Prayer Garden and Columbarium Policies and Regulations.

Printed name: _____

Signature: _____

Date: _____

OLOL Administration Representative

Printed name: _____

Signature: _____

Date: _____