



**Our Lady of the Lake (the “Parish”)
Prayer Garden and Columbarium (the "Parish 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 the Faith further explains that "an attitude of sacred respect" must be shown toward the ashes of the deceased person, which are to be kept in "a sacred place suitable for prayer."
2. Therefore, all past and present registered parishioners of the Parish, including their immediate family members, are eligible to apply for subscription to a niche in the Parish Columbarium. Other applicants from the Catholic community, including registered parishioners of other Catholic parishes and their immediate family members, may also apply.
3. All individuals who subscribe to a niche, regardless of eligibility category (hereinafter “Subscriber”), shall be subject to Columbarium Board (hereinafter “the Board”) and Parish Administration approval, as well as, to the policies and regulations set forth herein. Each Subscriber must sign the Consent Agreement on the final page of this document, confirming their understanding and acceptance of these policies.
4. The Board consists of parishioners appointed by the Pastor and includes a Chairperson, Secretary, and Treasurer. The responsibilities of the Board include policy oversight, long-term planning, and stewardship of the Columbarium. “Parish Administration” refers to individuals or offices designated by the Pastor to manage the day-to-day operations of the parish, including the operational management of the Columbarium. This may include parish staff, business managers, or other appointed representatives acting under the Pastor’s authority. All decisions of the Parish Administration and the Board are subject to the oversight of the Pastor. The Pastor retains final decision-making authority over the Parish Administration and the Board in all matters concerning the Columbarium, subject to Paragraph 28 of this Agreement.
5. 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 Parish are responsible for errors in the inscription on the niche front.
6. 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.

7. 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 the Parish nor the Board will facilitate 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 and Parish Administration.
8. Cremated remains may be removed from the Parish Columbarium upon written request by the surviving spouse or next of kin (See Paragraph 14) and with the approval of the Board. Removal expense is the responsibility of the person(s) making the request.
9. 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 5). 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
10. The assignment of niches will be the sole responsibility of Parish Administration and the Board. It should be noted that a Subscriber acquires no property rights to the niche.
11. 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 Parish Columbarium or on Columbarium grounds, the Parish reserves the right to remove and dispose of such items without notice and without liability to the owner of such items.
12. Applications will be reviewed by the Parish Administration and the Board. The Parish Administration and Board reserve the right to limit eligibility based on logistical concerns, space availability or other pastoral considerations, at the Parish Administration's and Board's sole discretion. Upon acceptance, the applicant will receive a signed acknowledgement from the Parish Administration. Applications by Subscribers other than the Parish registered parishioners will be considered, provided they are registered parishioners of a Catholic parish or a member of their family.
13. In addition to Policies and Regulations in effect and other documents relative to the Parish 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.

14. 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 Parish 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 14 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 27 of these Policies and Regulations.

15. 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 Parish Columbarium, it is the responsibility of the family to move the cremated remains into the Board-approved urn.
16. A niche may be opened after inurnment only with the prior approval of the Parish Administration and Board. Such approval may be granted only after written application to open

the niche is submitted to the Parish Administration and Board and then only for good cause, as determined by the Parish Administration and Board in their discretion.

17. 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 the Parish unless otherwise determined by the Parish Administration and the Board. The Parish 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 20 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 the Parish with no requirement for reimbursement of any fees. Thereafter, the Parish Administration and the Board may reassign the niche for use by another Subscriber.
18. The Parish Administration and the Board shall enforce all Policies and Regulations applicable to the Parish Columbarium. The Parish may exclude from its legally owned property and the Columbarium area any person or persons violating such Policies and Regulations.
19. 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 the Parish to provide any insurance coverage on the Parish Columbarium or on any cremated remains inurned therein.
20. It is the sole responsibility of the Subscriber, his or her heirs and legal representatives to notify the Parish Administration in writing of any change of address. Any notice sent by the Parish Administration and the Board to the Subscriber, his or her heirs or legal representatives to the last address as shown in the Parish Columbarium records shall be deemed good and sufficient legal notification for all purposes. Written notices to the Parish 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. The Parish 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.
21. The Parish intends to maintain Parish 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. The Parish 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.
22. The Parish reserves the right to convert Parish Columbarium to another use if that is deemed necessary. In the event that the Parish decides to convert the Columbarium to another use, or in the event that the Parish 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 the Parish should cease to be used as a place of worship by its congregation, the Parish 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 20 herein, the Parish has the right to relocate the cremated remains as it deems proper. No refund of any amount paid will be made by the Parish.

23. It is understood and agreed that the Parish may at its discretion reconfigure the Parish Columbarium within the Parish'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, the Parish may temporarily remove any cremated remains until those repairs or improvements are completed.
24. Neither the Parish, its pastoral and clergy staff, any member of the Board or any other parish committee, any member of the Parish Administration, any employee or volunteer of the Parish, or any employee and pastoral staff of the Diocese of Nashville (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 14 herein. Further, no Protected Person shall be liable for any loss or damage to the Parish 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 the Parish 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 24 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 24 does not limit or impair any statutory or other immunity or limitation of liability available to the Parish or any other Protected Person.

In no event shall the Parish or any Protected Person be liable for indirect, special, or consequential damages arising from or relating to the Parish Columbarium or inurnment rights of a Subscriber or any person claiming by or through a Subscriber.

25. The Parish and Board reserves the right at any time to adopt new Policies, Procedures and Regulations or alter, amend or repeal any provision contained herein without prior notice. Subscribers will be notified in writing or electronically of any material changes. Continued use of the Parish Columbarium constitutes agreement to updated policies. Up to date information may be found at the Parish's website or by contacting the Parish directly.

26. Recognizing that situations may arise in which literal enforcement of a policy may be impractical, the Parish 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 the Parish 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.
27. 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, the Parish 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 the Parish Administration and the Board may determine. 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 the Parish expressly reserves the right to challenge the jurisdiction of a secular court to resolve any such dispute.
28. 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.
29. 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.
30. 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 Parish Administration Representative will constitute the agreement indicating an understanding and acceptance of the Parish Columbarium Policies and Regulations.

Subscriber

I confirm that I have read, understand and agree to the terms of the Parish Columbarium Policies and Regulations.

Printed name: _____

Signature: _____

Date: _____

Parish Administration Representative

Printed name: _____

Signature: _____

Date: _____