

CAMPO SANTO: COLUMBARIUM POLICY

PURPOSE

It is the expressed intention of EPISCOPAL DIOCESE OF SAN JOAQUIN, (herein after referred to as "THE DIOCESE") that the COLUMBARIUM located on its property at the EPISCOPAL CONFERENCE CENTER, OAKHURST (E.C.C.O), in eastern Madera County, California, continue to be a source of comfort, solace and joy for members of the church. The following sets forth the policy governing the use and operation of the COLUMBARIUM.

1. THE DIOCESE shall at all times have full and complete control of the COLUMBARIUM.
2. Legal title to the COLUMBARIUM and all niches contained therein shall at all times be deemed to be and remain vested solely in THE DIOCESE in such manner as prescribed by THE DIOCESE.
3. The rights acquired by the use permit for the use of a niche in the COLUMBARIUM shall at all times be deemed to be and remain as personal property. Upon payment in full of the use permit for a niche, the user thereof shall receive from THE DIOCESE a certificate of usage attesting to the use of that niche as personal property. The certificate of usage shall be duly executed by an authorized representative of THE DIOCESE.
4. **Only the following individuals are eligible to have their cremated remains interred within the COLUMBARIUM:**
 - (A) Any individual who is or has been a member of the Episcopal Church or approved by The Episcopal Bishop of The Diocese of San Joaquin or his representative.
 - (B) The immediate family members (that is, spouse, parents, children, grandchildren, brothers, or sisters) of those individuals described in the preceding subparagraph (a.), spouses of the aforementioned shall also be eligible for interment within the COLUMBARIUM.
5. Although the proposed user of a niche or niches in the COLUMBARIUM may designate whose cremated remains the permit holder desires to have interred therein, the remains must be those of a person deemed to be eligible for interment as herein provided.
6. Upon the death of the proposed user of a niche, such privilege of designation shall pass as the proposed user by his or her will directs, or in the absence of testamentary direction, to the heirs at law of the proposed user, but the right of interment shall continue to be subject at all times to the terms and conditions of this policy.
7. Except as hereinabove authorized, the right to use such a reserved niche for interment shall not be assigned or otherwise transferred by any individual. However, it can be surrendered back to THE DIOCESE. THE DIOCESE may refund all or part of the permit fee, provided that the niche is surrendered prior to any interment therein.
8. The per niche use permit fee for eligible individuals shall initially be established as \$1,200 minimum. Said fee to include all expenses for the interment, including the niche cover and the bronze nameplate, the engraving of the nameplate, and the labor to permanently secure in place the niche cover and nameplate.

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9. There shall be no assessments or future charges after the use fee has been paid. Payment in full is required at the time of reserving the use permit.
10. The use permit fee of a niche may be changed by THE DIOCESE at any time. The use permit fee shall be uniform at any given time, regardless of the location of the niche selected. In the case of hardship, however, The Episcopal Bishop of THE DIOCESE may choose to lower the fee per niche for a particular individual.
11. The right to select a specific niche or niches may be given to user in the order in which applications and payments are received.
12. No cremated remains may be interred in a niche of the COLUMBARIUM without a committal service. All such committal services shall be conducted by a member of the clergy approved by THE DIOCESE.
13. No cremated remains may be interred in a niche of the COLUMBARIUM until a copy of the cremation certificate issued by the funeral director or crematory pertaining to the cremated remains of the deceased shall have been furnished to THE DIOCESE for retention in its files and filing with the County of Madera Health Department.
14. Each niche of the COLUMBARIUM shall be used solely for the interment of cremated human remains and for no other purpose.
15. Generally once an interment in a niche has taken place, the cremated remains therein shall not be removed. In those exceptional cases wherein the removal of remains is sought, such removal shall take place only after it has been ascertained that no damage to the COLUMBARIUM (both physically and aesthetically), will take place and the full cost of such removal, including costs of repair and restoration, has been deposited with THE DIOCESE.
16. The material, size, shape and character of the niche cover and the bronze nameplate, and the lettering and information thereon, shall be subject to the absolute control of THE DIOCESE in order to assure that all niche covers and completed nameplates are uniform in appearance.
17. Only the name and year of birth and death of the person whose cremated remains are interred in the niche will be engraved on the nameplate. No other information shall be permitted. No nameplate shall be affixed to a niche cover until such time as the cremated remains are interred in the COLUMBARIUM.
18. No flowers, whether real or artificial, or any other memorial decorations shall be placed upon, around or in front of the COLUMBARIUM except that at the time of an interment only the use of real flowers, or other appropriate memorial decorations, may be allowed, provided that such use shall first be approved by the member of the clergy conducting the committal service and a representative of THE DIOCESE.
19. The COLUMBARIUM presently contains an unknown number of niches. THE DIOCESE shall retain the authority to increase the number of niches to meet future needs. Any and all future construction to increase the number of niches shall, in every respect possible, conform to and be compatible with the design and appearance of the presently existing niches. THE DIOCESE shall

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have the responsibility and authority to determine the location of any additional units of niches to be constructed at the COLUMBARIUM. Whenever a time is reached that only ten niches in

the COLUMBARIUM remain available for use, THE DIOCESE shall be obligated immediately to address the issue of expansion, and may commence necessary steps for the construction of one or more additional units of COLUMBARIUM niches.

20. All monies payable for the use permit of niches in the COLUMBARIUM shall be paid to THE EPISCOPAL DIOCESE OF SAN JOAQUIN, to be held in an account of THE DIOCESE under the regular supervision and direction of THE DIOCESE, and designated in such manner as to be restricted for the sole use of the COLUMBARIUM. Said funds shall be used exclusively for (1) those purposes hereinabove provided, (2) for all necessary and reasonable costs of repair, maintenance, general care and beautification of the COLUMBARIUM, and (3) for all costs and expenses relating to the expansion of the COLUMBARIUM and the construction of additional units of niches therein. All other monetary memorials, bequests, gifts, insurance proceeds or other contributions to or for the COLUMBARIUM shall also be retained in said COLUMBARIUM fund and be subject to the terms and conditions hereinabove provided. Under no circumstances or conditions shall the COLUMBARIUM funds be transferred to other accounts or be used or applied toward other general operating expenses or capital improvements of THE DIOCESE.
21. The COLUMBARIUM shall be open to visitors at all reasonable times, as determined by THE DIOCESE.
22. The COLUMBARIUM and the niches contained therein, their use and maintenance are at all time subject to the management of THE DIOCESE. It is expected that reasonable care in the maintenance of the COLUMBARIUM shall be exercised by THE DIOCESE, provided however that THE DIOCESE shall not be required to provide special locked gates, security lights or security systems. Notwithstanding the foregoing, no liability of any kind or character whatsoever is assumed by THE DIOCESE for the maintenance or preservation of the cremated remains of any person interred in the COLUMBARIUM, particularly with respect to any malicious vandalism or loss or damages to such cremated remains.
23. THE DIOCESE, with the advice and consent of THE EPISCOPAL BISHOP OF SAN JOAQUIN, shall appoint a custodian of the COLUMBARIUM who, under the supervision of THE DIOCESE shall maintain appropriate records of all purchases and transfers that pertain to the COLUMBARIUM.
24. All persons purchasing use permits, or otherwise acquiring an interest in one or more niches in the COLUMBARIUM shall be subject to the terms and conditions of this policy and as now exist and as hereafter amended and added to from time to time by THE DIOCESE. Any questions which may arise concerning the COLUMBARIUM which are not covered by this policy shall be determined solely by THE EPISCOPAL BISHOP OF SAN JOAQUIN.
25. A fee of one hundred dollars (\$100.00) shall be assessed should an individual wish to terminate the permit and return their copy of the COLUMBARIUM AGREEMENT. Such request must be made in writing and be signed by the original permit holder or their legal representative.

Amended and approved by the Campo Santo Commission this 1st day of November 2015.