COLUMBARIUM
OF
GOOD SHEPHERD LUTHERAN CHURCH
Raleigh, North Carolina

Policy and Operating Rules

The Columbarium ("Columbarium") of Good Shepherd Lutheran Church ("GSLC") is created on the premises of GSLC for the inurnment of the cremated remains of Eligible Persons, defined hereinafter. It will also include granite Memorial Plaques ("Plaques") dedicated to the memory of Eligible Persons whose remains are buried or scattered somewhere other than at the Columbarium.

This Policy and Operating Rules ("Policy") are established to assure that the procedures for inurnment and memorializing are carried out in an orderly and reverent manner, and to describe and explain the services provided by GSLC in connection with these activities.

DESCRIPTION: The Columbarium shall consist of niches ("Niches"), uniform in size, for the inurnment of the ashes of cremated humans. Each Niche shall be covered with a granite plate, uniform in size, which shall be engraved with the name and date of birth and death of the deceased. The Wall Plaques ("Plaques") will be inscribed with the names of memorialized deceased persons.

ELIGIBILITY: Inurnment in the Niches and memorialization on the wall Tablets in the Columbarium shall be restricted to eligible persons defined as: (a) member of GSLC, (b) spouse of member, (c) child or stepchild of member, (d) parent or stepparent of member, (e) current or past minister of this church, and (f) other persons with strong ties to GSLC if approved by the Columbarium Committee after a written request ("Eligible Person").

NICHES, AND PLAQUES: Only Eligible Persons may acquire use of Niches within the Columbarium. The right to use a Niche may not be transferred in any manner without the prior written consent of the Columbarium Committee, and in no event may use of a Niche be transferred to anyone who is not an Eligible Person. Designation of the person to be inurned may be changed by a request in writing from the person reserving said Niche at any time prior to death, but any other designated person, must be an Eligible Person. Names on the Plaques will be inscribed, upon a donation to the Columbarium Fund of GSLC according to the donation schedule in effect at the time of such donation, and upon receipt by the Columbarium Committee of written notice of the death of the person to be memorialized. The legal title to all Niches, and Plaques shall at all times remain with GSLC. No ownership interest in the Columbarium or its property is being transferred to any Eligible Person or any other person.

Each Columbarium Niche will be assigned a specific number. Eligible Persons may reserve specific Niches for the inurnment of cremated remains upon payment of designated fees and execution of required documents at the time of reservation. A schedule of current fees and payments is attached hereto as Exhibit A.

An Eligible Person may select any Niche not previously reserved. Reservations may not be transferred to another Eligible Person without prior written permission of the Columbarium Committee. A contract form for the reservation of a Columbarium Niche is attached hereto as Exhibit B. If any installment payment arising from the reservation of a Niche is past due and the default is not cured within sixty (60) days of written notice from the Columbarium Committee to the last known address of the person making such reservation, the reservation shall expire.

CANCELLATION: If a reserved Niche is unused 18 months after the death of the Eligible Person for whom the Niche is reserved, the Columbarium Committee will declare the reservation cancelled.

MANAGEMENT: The Endowment Committee will manage the Columbarium. The Endowment Committee will receive all payments and disburse all expenditures in connection with the Columbarium, and it will maintain separate financial accounting for the Columbarium under the caption "The Columbarium Fund". Appropriate annual audits and reviews will be performed in accordance with regular accounting procedures of GSLC.

COLUMBARIUM COMMITTEE: A permanent committee of the church shall be established to provide for administration of the Columbarium. Membership shall consist of 7 members, 5 elected by the Church Council, each serving a staggered three-year term including the President of the Council, or his designee and the Chairman of the Endowment Committee, or his designee. The senior pastor shall serve as an ex-officio member without vote. Members of the Columbarium Committee shall elect the chairman of the Columbarium Committee. The Columbarium Committee will function under the general supervision of the Endowment Committee and will report to it annually or more often as deemed necessary by the Endowment Committee.

The Columbarium Committee will administer the day-to-day operation of the Columbarium. The Columbarium Committee shall create and provide information regarding the Columbarium, handle all reservations for Niches and Plaques, obtain all inscription information and contract for inscription services, issue payment notices, schedule installations and oversee maintenance. The Columbarium Committee will maintain a record of each inurnment in the Columbarium and inscription of names on the Plaques. The name of the deceased in each inurnment, the deceased's date of birth and death, and the deceased's next of kin or legal representative shall be included therein. The Columbarium Committee shall also maintain a list of the persons who have reserved Niches, or Plaque inscriptions together with the names of the next of kin or legal representatives of such persons.

ADDRESSES: It shall be the responsibility of the person reserving the Niche, or Plaque inscription to keep the Columbarium Committee advised at all times of his current mailing address and the mailing address of his next of kin.

INURNMENT: The pastor, in consultation with the family of the deceased, will design the Memorial services for the inurnment of cremated remains. Only an ordained minister may conduct the inurnment ceremony.

Urns: The Columbarium Committee will provide the urn(s) for the cremated remains of the person(s) to be inurned in the Columbarium as a part of the fee described in Exhibit A. One Niche may house one or two urns containing the remains of Eligible Persons. The outside dimensions of each Niche shall be 6 ¾" high x 6 ¾" wide x 14 ¾" deep, not including the face frame. The suggested urn dimensions are 5.5" X 5.5" X 7" deep.

Costs: Any fee paid pursuant to these operating rules does not cover the cost of cremation. GSLC will not offer cremation services. The prescribed fees cover no expenses other than those described herein.

Niche Covers: Engraving of Niche covers will be of uniform size and style as prescribed by the Columbarium Committee. The Columbarium Committee will provide for such engraving as a part of the fee prescribed in Exhibit A. Each Niche cover will be inscribed only with the name and date of birth and death of each deceased Eligible Person. Niches containing the remains of two Eligible Persons will be inscribed with such information for both persons. No other inscriptions will be permitted. No flowers, flags, decorations or other memorabilia will be permitted inside the Columbarium.

MEMORIAL PLAQUES: The inscription "In Memory Of" will head the Tablet. Each plaque will include the name of the deceased Eligible Person or one family unit (Husband and wife).

SURRENDER, DEFAULT AND CANCELLATION: Upon the surrender, default or cancellation of any reservation for a Niche (collectively "Defaulted Reservation"), the person making the reservation shall be entitled to a refund of any fee paid less an administrative charge of $50.00; however, any donation amount contributed in excess of the fee shall remain a donation and the property of GSLC. The amount to be refunded shall not be refunded until the Columbarium Committee has processed a new reservation for a Niche. It will be deemed that the first reservation processed after a Defaulted Reservation is in replacement of the Defaulted Reservation. If at any time there is more than one Defaulted Reservation, as new reservations for Niches are processed, refunds will be issued beginning with the earliest Defaulted Reservation until all such refunds have been issued.

AMENDMENT: The Endowment Committee will have the authority to amend, change or modify these operating rules, which shall govern all activities and services relating to the Columbarium, subject to the approval of the Council.

EXHIBIT A

Columbarium
Of
Good Shepherd Lutheran Church

Policy and Operating Rules

RESERVATIONS, PAYMENTS AND DONATIONS

Reservation of a Columbarium Niche (Any excess amount will be an additional donation)	$2,000.00

Reservation of a Columbarium by Installment Payments

Initial Payment	$500.00
Subsequent Payments (per year for three years)	$575.00

Donations

Donations to the Columbarium Fund will be welcomed and will be appropriately recognized as follows:

For inscription of a name on a Memorial Tablet	$500.00 or more

Arrangements

Arrangements for reservation of Niches and other donations to the Columbarium Fund will be made through the church office to the Columbarium Committee.

Checks should be made payable to Good Shepherd Lutheran Church Endowment Fund with “Columbarium Fund” in the memo (“for”) section of the check.

EXHIBIT B

Columbarium
Of
Good Shepherd Lutheran Church
Raleigh, North Carolina

CONTRACT FOR PURCHASE AND PERPETUAL CARE

THIS CONTRACT made and entered into this____ day of _____, 20____, by and between Good Shepherd Lutheran Church, hereafter referred to as the "church", and _____, hereafter referred to as "purchaser."

WHEREAS, the church has designated a plot of land on its premises known as "The Columbarium," which is set-aside as a repository for the cremated ashes of eligible persons.

WHEREAS, the church has established a Policy and Operating Rules (the "Policy"), attached hereto as Exhibit "A" and made a part hereof, governing eligibility and use of the Columbarium.

WHEREAS, the church desires to sell and purchaser desires to purchase the use of a Niche in the Columbarium. Niche Number assigned _____.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The church agrees to provide to purchaser and purchaser agrees to purchase from the church the use of a Niche in the Columbarium for the cremated remains of one or two persons(s).
2. The church agrees to have the Niche cover inscribed with the name, date of birth and date of death of the persons(s) inurned therein, and to provide perpetual care.
3. The purchase price shall be $2,000 payable upon signatures of this document OR a reservation charge of $500, the balance to be paid in the amount of $575 annually by the last day of the quarter in which the reservation was made. If an installment payment is past due and the default is not cured within sixty (60) days of written notice to the purchaser's last known address, the reservation shall expire and all previous payments shall be refunded, less the $50 administrative fee.
4. The church shall retain full title to the Columbarium and hereby grants to purchaser only the right to the use of one Niche in the Columbarium in accordance with the policy.
5. Purchaser has read the policy, is familiar with the contents thereof and agrees to be bound by the policy. Purchaser also agrees to any future changes to the policy.
6. Purchaser authorizes the church to relocate the Columbarium, his Niche therein and the cremated remains to another proper location should it become necessary for any reason, and this authorization shall be binding upon his heirs, executors, administrators and assigns.

7. Purchaser warrants that he/she has all right, title and interest in and to the mortal remains of the person(s) anticipated to be interred at the Columbarium and further warrants that he has full right and authority to execute this contract. The church has and assumes no responsibility to inquire further into the authority of the person executing this contract.
8. Purchaser or his/her representative shall furnish the church with the following information concerning person(s) whose remains are to be interred in the Columbarium Niche purchased herein:

NAME: _____
(First) (Middle) (Last)

DATE OF BIRTH: _____

DATE OF DEATH: _____

NAME: _____
(First) (Middle) (Last)

DATE OF BIRTH: _____

DATE OF DEATH: _____

9. This contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore entered into between these parties are merged herein. This contract may not be changed orally, but only by an agreement in writing signed by both the church and purchaser. No waiver of any of the provisions to this contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns. The provisions of this contract shall governed by the laws of the State of North Carolina. This contract may be deemed an original and all of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this contract to be executed under seal as of the day and year first above written.

GOOD SHEPHERD LUTHERAN CHURCH

(SEAL)

By_____
(Name) (Title)

_____
(Signature)