

**THE CATHOLIC DIOCESE OF CHARLESTON**  
**COLUMBARIUM LICENSE AND RELATED DOCUMENTS**  
**INSTRUCTIONS**

The COLUMBARIUM LICENSE (“License”) has been revised and is the only license approved for use in the Diocese of Charleston. The License references two other documents that are an integral part of the overall agreement. COLUMBARIUM RULES AND REGULATIONS are established by the Bishop who alone has the authority to amend them. COLUMBARIUM GROUNDS POLICY is a document prepared by the parish and approved by the Pastor establishing additional policies for the parish columbarium so long as they do not conflict with the Columbarium Rules and Regulations.

The License contemplates that a portion of the license fee represents a charitable donation to the parish. The amount of the donation is equal to the difference between the amount charged for the License and the fair market value ("FMV") of the goods or services provided to the Licensee. The FMV is to be established by the parish, working with the Office of Finance, and approved by the Vicar General in his capacity as Building and Renovation Advisory Committee Chairperson. FMV will be established taking into account the cost of construction, the establishment of a maintenance fund equal to 15% of the total cost of design and construction and an allocation of other costs including but not limited to: land, administration and advertising. The License makes provision for the Pastor to sign on behalf of "Bishop of Charleston, a Corporation Sole".

The establishment of a columbarium is an Act of Extraordinary Administration regardless of the cost of the project. Procedures to follow for the establishment of a columbarium are outlined in the Parish Finance Council Handbook.

**THE CATHOLIC DIOCESE OF CHARLESTON**  
**COLUMBARIUM LICENSE**

This COLUMBARIUM LICENSE (“License”) is issued as of the date set forth on the signature page hereof, by Bishop of Charleston, a Corporation Sole, by the Pastor or Administrator (referred to for convenience herein as the “Pastor”) of

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(*Parish Name and City*) (the “Parish”), acting with authority of the Bishop of the Catholic Diocese of Charleston, in his official capacity, to

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(*Print Name of Licensee*) (“Licensee”).

WHEREAS, with the authority of the then-acting Bishop of the Catholic Diocese of Charleston, or in his absence, the Diocesan Administrator (referred to for convenience herein as the “Competent Authority”), the Parish has undertaken the construction of a Columbarium to provide a reverential place to inter the cremated remains of Eligible Person(s) [as defined in the Columbarium Rules and Regulations, as amended from time to time (the “Columbarium Rules and Regulations”)] in perpetuity, in a memorial garden setting; and

WHEREAS, the Columbarium will be constructed in phases as demand dictates; and

WHEREAS, the Competent Authority, through the Pastor, has agreed to issue this License; and

WHEREAS, the Licensee desires to acquire the privilege of interment in the Columbarium of the cremated remains of the Eligible Person(s); and

WHEREAS, the Licensee has designated such persons and agrees to the terms and conditions of the following License and the Columbarium Rules and Regulations, as amended from time to time, which are to be binding upon and shall insure to the benefit of the Licensee and all Eligible Person(s).

NOW THEREFORE, it is mutually agreed as follows:

1. The Competent Authority licenses niche \_\_\_\_\_ (*niche number & style*) in the Columbarium to the Licensee, subject to the Columbarium Rules and Regulations and the following terms, limitations \_\_\_\_\_ and \_\_\_\_\_ conditions:  
\_\_\_\_\_  
\_\_\_\_\_

(a) No property right of any kind in the Columbarium or any part inures to the benefit of the Licensee or Eligible Person(s). This License extends solely to the privilege of interment of the cremated remains of the Eligible Person(s) designated below in the Columbarium, subject always to the attached Columbarium Rules and Regulations and to all future reasonable and uniform amendments that may be hereafter adopted by the Diocese without notice.

(b) This License is subject to any applicable usage, rules and discipline of the Roman Catholic Church now or hereafter in effect, as well as any requirements of the Competent Authority.

(c) The Licensee understands that the plans for the Columbarium exhibited to the members of the Parish are conceptual only, and that the Columbarium will be constructed in phases over a period of years depending upon the funds that become available and the extent of demand for niches. Neither the Competent Authority nor the Parish makes any representations as to the nature and extent of future construction.

2. The Parish acknowledges the receipt of \$\_\_\_\_\_ from the Licensee. Of such amount, \$\_\_\_\_\_, which is the fair market value of the goods or services being provided to Licensee, represents the fee for the License, and the balance of \$\_\_\_\_\_ is a charitable donation by the Licensee to the Diocese, for the benefit of the Parish (The Diocese is a qualified 501(c)(3) tax-exempt organization, and donations to it are tax-deductible to the full extent permitted by law. Please consult your tax advisor regarding specific questions about your donation). At the time of the interment of cremated remains in the Columbarium, no additional fees will be assessed for opening the niche and for the manufacture and installation of a standard memorial cover.

3. This License is issued to the Licensee personally and is only for the benefit of the Eligible Person(s) designated below. The undersigned acknowledges that the Columbarium Rules and Regulations limit the privilege of transferring a License, and that any purported transfer in violation of the Columbarium Rules and Regulations is void and of no effect.

4. This License may be terminated by voluntary surrender by the Licensee prior to interment of cremated remains, or as otherwise provided in the Columbarium Rules and Regulations.

5. The Parish intends to exercise reasonable care in the routine maintenance of the Columbarium in perpetuity. In the event of injury, loss or damage to the Columbarium or its constituent parts, the liability of the Diocese, the Competent Authority and the Parish is limited to the cost of repair or replacement of the Columbarium. The Diocese, the Competent Authority, the Parish and their officers and agents are not responsible for the loss of cremated remains deposited in the Columbarium.

6. If, at the discretion of the Competent Authority, it becomes necessary or desirable to change the location of the Columbarium or to discontinue the use of any part of it, the Parish, at its expense, may have the urns and cremated remains removed and preserved in another suitable place.

7. Only cremated remains that have been handled in accordance with South Carolina law are eligible for interment in the Columbarium. The Licensee, for the Eligible Persons and him/herself and their respective heirs, successors and assigns, agrees to indemnify and hold the Catholic Diocese of Charleston, the Competent Authority and the Parish and their agents, officers and employees, harmless from and against any loss, claim, liability or damage of any nature, including but not limited to reasonable attorneys' fees and costs of any action arising out of or related to this License, or involving cremated remains accepted for interment pursuant to this License that have not been handled in accordance with South Carolina law.

8. The following terms shall have the following meanings when used in this License:

(a) Eligible Person(s): those persons eligible for the privilege of having their cremated remains interred in the Columbarium as defined by the Columbarium Rules and Regulations, the names of whom are designated below for purposes of this License.

(b) Niche: a recess in the Columbarium for holding up to two urns.

(c) Urn: a suitable receptacle as provided in the Columbarium Rules and Regulations or determined by the Pastor, for cremated remains to be placed in a niche.

(d) Interment: the placement of an urn containing cremated remains into a niche.

9. Licensee designates the following Eligible Person(s) to use the Columbarium niche (Please print the following information as some of this information, unless changed by you, will be placed on the memorial):

Last Name	First Name	Middle/ Maiden Name	Birth Date	Relationship to Licensee

Alternate Eligible Person(s), in order of priority:

Last Name	First Name	Middle/ Maiden Name	Birth Date	Relationship to Licensee

*[The remainder of this page has been intentionally left blank. The signature page follows.]*

The above Columbarium License is hereby executed to be effective upon the date of approval and execution by the undersigned Pastor.

Agreed to and Accepted by:

Bishop of Charleston, a Corporation Sole

\_\_\_\_\_  
Signature of Licensee

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
PO Box Address

Title:

Pastor

\_\_\_\_\_  
City, State, Zip Code

Date of Execution: \_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Revised June 28, 2012

## **SAMPLE COLUMBARIUM GROUNDS POLICY**

**ATTACHED ARE SAMPLE COLUMBARIUM POLICIES FOR CONSIDERATION BY PASTORS, TO BE AMENDED AS DETERMINED APPROPRIATE BY PASTOR, BUT SUCH POLICIES MAY NOT BE INCONSISTENT WITH THE COLUMBARIUM LICENSE AND COLUMBARIUM RULES AND REGULATIONS APPROVED BY THE BISHOP OR, AS APPLICABLE, THE ADMINISTRATOR OF THE DIOCESE, FROM TIME TO TIME.**

## COLUMBARIUM GROUNDS POLICY FOR

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### PARISH

In our effort to maintain a reverent area to pray for our faithfully departed, and to offer consolation to a family who experiences the death of a loved one, the Parish has invested a great deal of time and expense in the establishment of a Columbarium and the design and details of its landscaping. To preserve the dignity of the Columbarium grounds, it has become necessary to expand on the basic rules and regulations. These policies have been established by the Pastor of the Parish and approved by the Parish Pastoral Council.

Due to the number and proximity of each of our niches and the increasing number of people who are being interred in the Columbarium, it is difficult to display more than one floral tribute at a time for any one niche. Therefore, multiple floral arrangements are not allowed.

We welcome a small fresh-cut flower arrangement or a small live potted plant (plastic, basket or paper mache containers only), as a remembrance of a birthday, anniversary, Christmas, Easter, Memorial, July 4 or Veterans Day. Items left at a niche must be floral in nature and may not stand taller than the height of the bottom niches. Other items, including, but not limited to hazardous materials, glass containers or bottles, metal, toys, pictures, candles, electric or battery operated lights, balloons, books, letters, signs and flags are not permitted. An American flag is, however, allowed at the niche site for Memorial, July 4 and Veterans Days, and may be displayed the day before through the day after. Unauthorized items will be removed immediately. Flowers will be removed when spent, or for maintenance and to maintain the landscape design, or if damaged by weather or wildlife. Due to the open nature of the grounds, we cannot guarantee against theft, vandalism or the effects of nature.

During the Advent and Christmas season (Thanksgiving through January 10), a live or artificial potted plant, small fresh or artificial flower arrangement is permitted, but may not be attached to a niche.

During Easter Week, a small live potted plant, small fresh flower arrangement may be placed in front of the niche beginning on Holy Thursday. Items will be removed by the maintenance staff one week after Easter Sunday or when spent. During the Spring and Summer months when flowers are naturally in bloom, artificial flowers are unnecessary and detract from the natural beauty. Standing floral arrangements and large baskets are allowed only at the time of interment, and they will be removed when spent.

In order to preserve the dignity of the Columbarium, please observe the following rules of behavior while visiting the Columbarium grounds:

- Digging and/or planting, cutting flowers/trees, or otherwise damaging any area of the grounds, are not permitted. Floral arrangements must be placed on the bricks in front of the wall, and not next to the Columbarium wall.
- Flowers are not to be picked.
- Pets are not allowed on the grounds at any time.

- Soliciting or distributing of materials is prohibited.
- Sports or recreational activities of any kind are prohibited (especially skateboarding, climbing on the walls, benches, fountain, Stations of the Cross or fences)
- Food or drink is not allowed, except water.
- Littering is not allowed—please use the receptacle provided at the entrance.
- Smoking and alcoholic beverages are prohibited.
- Damaging or tampering with any stationary item is not allowed (eg. lighting, benches, statues and Stations of the Cross).
- Boisterous activity, including the playing of loud music is prohibited.
- Altering a niche in any manner is prohibited (i.e., marking, attaching flowers, photographs, objects or keepsakes, etc.).
- No overnight sleeping in the garden is allowed.

Please note that our Columbaria grounds is a fully operational cemetery. If there is an interment in progress, please maintain a respectful distance.

The above policies supersede and replace all prior policies adopted by the Parish with respect to the Columbarium and surrounding grounds.

We thank you in advance for providing the respect our loved ones and their families are due by observing the above listed rules. Our faithfully departed deserve no less than an honorable, prayerful and pristine landscape as their holy and final earthly resting place.

The above Columbarium Grounds Policy has been duly executed and is effective as of the date written below.

\_\_\_\_\_ PARISH

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Pastor

Date Adopted or Amended: \_\_\_\_\_