

**RULES AND REGULATIONS FOR OPERATION
OF THE SHEPHERD’S GARDEN
Of
Lovers Lane United Methodist Church
and
Lovers Lane United Methodist Church Foundation**

**Dallas, Texas
DEFINITIONS**

- A-1. **LLUMC** – The term “LLUMC” or “Church” as used herein, shall refer to Lovers Lane United Methodist Church, Dallas, Texas.
- A-2. **Pastor** – the Senior Pastor of LLUMC or the ordained clergy who is the acting pastor.
- A-3. **Pastoral Staff** – the ordained clergy of LLUMC.
- A-4. **Church Staff** – the administrative and clerical staff members employed by LLUMC or the Foundation.
- A-5. **Chairperson** – the individual who is appointed by the Board of Trustees to head the Columbarium Committee.
- A-6. **Columbarium Committee** – The Columbarium Committee of the Church as constituted from time to time to administer the operation of The Shepherd’s Garden. Unless otherwise determined by the Board of Trustees, the Columbarium Committee shall consist of one person appointed by the Board of Trustees, the Director of Facilities for the Church, the Chair of the Foundation’s Board of Directors and the Executive Director of the Foundation. The Columbarium Committee shall report to the Trustees and the Foundation, and its policies, rules, regulations and activities are subject to the approval of the Trustees of LLUMC with respect to the operations of The Shepherd’s Garden.
- A-7. **The Shepherd’s Garden** – that dedicated Columbarium facility at LLUMC containing niches for the inurnment of cremated human remains and the surrounding gardens, patio, fountains, statues, walkways, grass areas and areas generally identified by appropriate signage as being part of The Shepherd’s Garden.
- A-8. **Subscriber** – One who has acquired the permission to use a niche at The Shepherd’s Garden or one who has acquired naming rights or engraving rights with regard to any part of The Shepherd’s Garden. With regard to niches, the Subscriber is the record owner of the niche rights as evidenced by a Certificate of Inurnment Rights issued to the Subscriber by the Foundation. In the event two persons are named on the Certificate of Inurnment Rights, each person so named shall be referred to as a Subscriber.
- A-9. **Subscriber Fee** – the fee to be paid by Subscriber per the applicable schedule of fees to purchase either (i) the rights to inurn ashes of one or two natural persons in a niche at the Columbarium at LLUMC or (ii) the naming rights with regard to any other part of The Shepherd’s Garden.

- A-10. **Decedent** – The person whose cremated remains are placed in an urn for inurnment in a niche.
- A-11. **Niche** – One of several spaces in a permanent, specially-constructed framework or area, each niche having: (i) space in which the cremated human remains of one or two natural persons are placed; and (ii) a uniform plaque upon which an identifying inscription is engraved.
- A-12. **Certificate** – The document issued by the Foundation, on behalf of LLUMC, granting the right to inurn cremated human remains of one or two persons in a niche. Upon receipt of full payment of the scheduled fee, the Foundation shall deliver to the Subscriber the Certificate, together with a copy of these Rules and Regulations, for use of The Shepherd’s Garden. The Certificate shall be issued only in the name of the Subscriber and shall not be issued until the Subscriber has agreed to and signed the *Agreement Regarding Inurnment Rights in the Columbarium* and paid the full subscriber fee.
- A-13. **Inurnment** – The placement of cremated remains in their final resting place in a niche.
- A-14. **Engraving** – Uniform engraving on the face of any niche, stone, bench, flower pot or other area, container, or other honorarium, memorial or other parts of The Shepherd’s Garden. No attachments of any kind may be made to the outside face of any niche or the face or visible surface area of any other area of The Shepherd’s Garden, without the consent of the Board of Trustees of the Church.
- A-15. **Urn** – Permanent, standardized containers approved by the Columbarium Committee and supplied by LLUMC or the Foundation to be used to place the cremated remains of the decedent in a niche. The only urn that may be used is the urn furnished by The Shepherd’s Garden. The urns are included in the subscriber fees.
- A-16. **Board of Trustees** – The Board of Trustees of the Lovers Lane United Methodist Church; Dallas, Texas.
- A-17. **Foundation** – The Lovers Lane United Methodist Church Foundation, Inc.
- A-18. **Members** – Shall include all past, present and future members of LLUMC.
- A-19. **Columbarium** – Those areas of The Shepherd’s Garden where niches are located and the immediately surrounding areas.
- A-20. **Applicable Law** – **These Rules and Regulations, and all Agreements entered into with respect to The Shepherd’s Garden shall be governed by the laws of the State of Texas and all parties agree to venue in Dallas, Dallas County, Texas.**
- A-21. **Indemnity Agreement - SUBSCRIBER DOES HERBY RELEASE AND AGREES TO INDEMNIFY AND HOLD HARMLESS LLUMC, THE FOUNDATION, THEIR AFFILIATES AND ALL THEIR AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (“INDEMNITEES”) FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION ARISING OUT OF CLAIMS FOR PERSONAL INJURIES OR DAMAGES WHICH**

SUBSCRIBER OR SUBSCRIBERS AFFILIATES, FAMILY, INVITEES, AGENTS OR OTHER REPRESENTATIVES HAVE OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, FOR OR IN ANY MANNER ARISING OUT OF THE CONDITION, EXISTENCE, OR MAINTENANCE OF THE SHEPHERD'S GARDEN AND/OR THE COLUMBARIUM, OR ANY ALLEGED DANGEROUS CONDITIONS OR DEFECTS THERETO. THE SUBSCRIBER'S RELEASE AND DUTY TO INDEMNIFY AND HOLD HARMLESS SHALL INCLUDE BUT NOT TO BE LIMITED TO: CAUSES OF ACTION FOR NEGLIGENCE, NEGLIGENT HIRING OR SUPERVISION, NEGLIGENT MAINTENANCE, GROSS NEGLIGENCE, INTENTIONAL INJURY, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, BREACH OF CONTRACT, VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL STATUTE OR LAW, VIOLATIONS OF ANY FEDERAL, STATE OR MUNICIPAL BUILDING OR SAFETY CODE, VIOLATIONS OF ANY COMMON LAW PROVISIONS, AND/OR FOR ANY ELEMENT OF LOSS OR DAMAGE RECOVERABLE UNDER LAW. THIS RELEASE AND INDEMNITY AGREEMENT SERVES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FOR THEIR OWN NEGLIGENCE (INCLUDING ANY ALLEGED GROSS NEGLIGENCE OF ANY OF THE INDEMNITEES), AND FOR THE NEGLIGENCE AND GROSS NEGLIGENCE OF EMPLOYEES, AGENTS AND REPRESENTATIVES OF LLUMC AND/OR THE FOUNDATION IN CONNECTION WITH THE EXISTENCE, CONDITION, AND MAINTENANCE OF THE PROPERTY, OR ALLEGED DANGEROUS CONDITIONS OR DEFECTS IN THE PROPERTY. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY WHETHER SUCH CLAIMS, INJURIES OR DAMAGES ARE OR WERE CAUSED, IN WHOLE OR IN PART, BY THE SOLE NEGLIGENCE OR BREACH OF ANY DUTY OR THE JOINT NEGLIGENCE OR BREACH OF ANY DUTY BY ANY OF THE INDEMNITEES, AND/OR ANY OTHER PERSON OR ENTITY.

PURPOSE AND SUPERVISION

- B-1. **Purpose** – The Columbarium in the Shepherd's Garden of LLUMC is for inurnment of the ashes of the cremated human dead. The remainder of the Shepherd's Garden is a place to draw one closer to God and to support the purposes of the Columbarium and the Church, as well as for meditation, prayer, memorial services, inurnment services, baptisms and other church services, and for honorariums, memorials and other dedications.
- B-2. **General Planning:** The Shepherd's Garden is part of Lovers Lane United Methodist Church, Dallas, Texas, which operates under the direction of its Pastor and Charge Conference. They, in turn, have delegated certain powers to the Trustees and the Trustees have, in turn delegated certain powers to the Foundation and the Columbarium Committee with respect to the operation of The Shepherd's Garden. The Columbarium Committee is authorized to provide a set of rules and regulations for the operation of The Shepherd's Garden and to recommend any changes that may be required from time to time in such rules and regulations. The original rules and subsequent changes recommended by the Columbarium Committee shall become effective when ratified by the Trustees.

INURNMENTS

- C-1. **Subject to Laws:** In addition to these rules and regulations, all inurnments, disinurnments, and removals shall comply with all federal, state, and local laws, rules and regulations to the extent they are applicable to LLUMC or the Foundation. Nothing herein shall be construed as a waiver of any exemption LLUMC or the Foundation is provided pursuant to such laws, rules and regulations.
- C-2. **Eligibility:** Inurnment in the Columbarium in The Shepherd's Garden will be available to any member or former member of LLUMC, ordained Methodist ministers, employees and former employees of LLUMC or the Foundation, and spouses, parents, siblings, children and grandchildren (natural, adopted, foster or step) of the above-stated persons (Eligible Persons). Any two Eligible Persons may, upon express written agreement signed by each such Eligible Person or their representative be inurned in a single niche. Appropriate honorariums, memorials and dedications by or for one or more Eligible Persons or their families may be made in the surrounding areas of The Shepherd's Garden, as approved by the Columbarium Committee. Such other activities and use may be undertaken in The Shepherd's Garden as approved by the Pastor.
- C-3. **Fees:** A fee shall be collected by LLUMC (or the Foundation, as appropriate) for each primary use of The Shepherd's Garden as set forth in Paragraph B-1 above, as appropriate as determined by the Columbarium Committee. Such fees are stated in the Schedule of Fees, attached hereto and incorporated herein by reference. Fees do not include (i) fees for any other services required in connection with inurnment (including religious services of committal), or (ii) the cost of cremation, transportation or other off-church premises costs. The Columbarium Committee may, with approval of the Board of Trustees, change any of the fees; however, any change in fees will not result in either an additional cost assessment or refund to holders of rights inurnment or existing other uses.
- C-4. **Exclusive Right to Use:** A Subscriber of a niche shall pay the application fee for the right to use a niche in The Shepherd's Garden and shall be entitled to name one or two natural persons whose ashes are to be inurned in that niche, provided that the named natural person or persons qualify as Eligible Persons, as that term is defined in these *Rules and Regulations*.
- C-5. **Arrangements for Inurnment:** The Pastoral Staff shall have complete authority for all religious services of committal or other services. Sufficient and proper notices of intended inurnments shall be given to the Pastoral Staff, and only such religious services as the Pastoral Staff may conduct, or give their permission for, may be performed. The inurnment shall be in the manner directed by the Pastoral Staff.
- C-6. **Application for Inurnment:** Application for inurnment shall be made in writing by the subscriber or any person or persons described in Section 711.002, *Texas Health and Safety Code*. Application shall be made on forms provided by the Columbarium Committee.
- C-7. **Responsibility for Identity:** Neither the Church, the Foundation nor the Columbarium Committee shall be liable for ensuring the identity of the person whose cremated remains are sought to be inurned.
- C-8. **Payment Requirement for Inurnment and Engraved Inscription:** No inurnment shall be permitted in any niche or engraved inscription made upon the face of any niche or other parts of The Shepherd's Garden without payment of the applicable subscriber fee, except by written consent of the Trustees. In the event such consent is given, any and all inurnments in any niche and plaques placed upon the

niche or other parts of The Shepherd's Garden shall be considered temporary, and no rights shall be acquired by the subscriber until payment of the full purchase price is made.

- C-9. **Limitations of Each Niche:** Size of niches allows cremated remains of only one or two natural persons to be inurned in each niche.
- C-10. **Inurnment Permits:** Any permits for inurnment required by applicable federal, state or local laws must be secured and furnished by the Subscriber, the family of the decedent or the funeral director. In no event shall LLUMC or the Foundation be responsible for acquiring any such permits.
- C-11. **Niche Covering Engraving:** Inurnments in the niches may be made only in the urns approved by the Columbarium Committee or supplied by the Church or Foundation. At the option of the Subscriber, the covering on the niches may be engraved with the name or names, date or dates of birth and/or date of death of the person or persons whose remains are to be placed within the niche. No other information may be engraved on the niche covering. Cost of the urns and engraving are included in the purchase price of the niche.
- C-12. **Opening and Closing of Niches:** LLUMC will arrange for the opening and closing of niches at the time of inurnment. The cost of opening and closing of the niche at the time of initial inurnment of remains is included in the purchase price of the niche. Any other openings or closings will be subject to an additional fee.
- C-13. **Selection of Niches:** Niches shall be assigned in the order that The Shepherd's Garden – Columbarium Reservation form (a "Reservation") and full payment of Subscriber Fees are received. The Reservation has a place for Subscriber to designate a preference for an available niche. In the instance the niche designated on a Reservation is unavailable at the time the application is approved; the Reservation will be approved subject to the selection by Subscriber of an available niche.

DISINURNMENTS AND REMOVALS

- D-1. **Removal for Profit Prohibited:** Removal of cremated remains so that the niche inurnment rights may be sold for profit, or removal contrary to the express wish of the original Subscriber, is repugnant to the ordinary sense of decency and is absolutely forbidden.

- D-2. **Removed from Niche Location:**

Removal of cremains by The Shepherd's Garden – in the event that the Columbarium requires repairs or other construction, the owner of a right of inurnment and his or her heirs, beneficiaries, and legal representatives agree that the Columbarium Committee or Foundation may permit the temporary removal for the duration of those repairs or construction.

Removal of cremains by someone other than The Shepherd's Garden – cremains may not be removed from The Shepherd's Garden without the written consent of (a) the Columbarium Committee or Foundation; and (b) the owner of the right of inurnment or his or her heirs, beneficiaries, and legal representatives.

- D-3. **Termination or Movement of the Columbarium:** In the event the current church facility is moved to another location, it shall be the responsibility of the Trustees to provide facilities comparable to

those then existing for the re-depositing of the remains committed to its care, and the Trustees shall exercise reasonable effort to locate and notify surviving heirs as to the new location.

In the event that the present LLUMC edifice is demolished, or the ownership of the church property by LLUMC or The Shepherd's Garden facilities are discontinued, is transferred by the church, or the Columbarium facilities are discontinued,

- (a) the right to inurn shall terminate;
- (b) the Trustees, or its successors, shall exercise reasonable efforts to locate and notify surviving heirs, and afford them the opportunity to remove the remains; and
- (c) if arrangements for the removal of the remains are not made within a reasonable period, or if a proper representative cannot be contacted within a reasonable time, LLUMC retains the right, and Subscriber and his or her heirs and representatives consent to LLUMC's right, to take possession of and title to the cremains, and to relocate the cremains, or disburse the cremains on the property or elsewhere as deemed appropriate in a fitting service as it deems proper.
- (d) no refund of any fee will be made.

TRANSFERS OR RE-ASSIGNMENTS

- E-1. **Unilateral Transfer by Subscriber Prohibited:** All rights conferred by a *Certificate of Inurnment Rights* shall be specific to the Subscriber and shall not be assignable or transferable by unilateral act of the Subscriber. This includes any exchange for value, intervivos gift, testamentary transfer, or pledge as collateral for any loan.

- E-2. **Consent of Columbarium Committee:** A Subscriber may make written application to the Columbarium Committee to transfer or assign the Subscriber's rights under a *Certificate of Inurnment Rights* or *Agreement Regarding Inurnment Rights* to an Eligible Person. The application shall state the grounds of eligibility, as defined in these *Rules and Regulations*, of the proposed transferee. The Committee shall approve such request provided: (i) it finds the proposed transferee is an Eligible Person; and (ii) in the event the *Certificate of Inurnment Rights* identifies two Subscribers, the Subscriber named on the certificate who is not seeking to transfer his or her certificate consents to the transfer. Upon such approval, the Subscriber shall surrender the *Certificate of Inurnment Rights* and the Columbarium Committee shall issue a new *Certificate of Inurnment Rights* to the approved transferee upon the approved transferee's execution of an *Agreement Regarding Inurnment Rights* and payment of any applicable transfer fee. The new transferee shall be bound by these *Rules and Regulations*.

- E-3. **Transfer Charges:** All transfers of ownership in inurnment rights to niches shall be subject to a charge to be fixed by the Columbarium Committee. The charge must be paid to the Columbarium account designated by the Foundation or Church when the transfer is recorded on the books of the Columbarium and the new certificate is issued.

- E-4. **Limitations:** If any niche is not used within fifty (50) years of the purchase of inurnment rights and the family is no longer known or, following reasonable investigation cannot be located, the Columbarium Committee will be free to reassign such niche.

FLOWERS, ORNAMENTS, DECORATIONS

- F-1. **Floral Regulations:** Other than landscaping, permanent and annual flowers and plants placed in the Shepherd's Garden by the Church or Foundation, no flowers or plants shall be placed in the Shepherd's Garden at any time, with the exception of temporary decorations during special services and subject to the express written consent of the Pastoral Staff. The Columbarium Committee suggests flowers for the sanctuary altar as an appropriate means of honoring the deceased.
- F-2. **Other Ornaments, Decorations:** Except with regard to approved honorariums, memorials, and other items approved by the Columbarium Committee, no objects of any kind, including but not limited to boxes, cans, shells, toys, wreaths, metal, signs, cards, furniture, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the Shepherd's Garden or Columbarium, and if so placed, the Columbarium Committee reserves the right to have any such articles removed and disposed of without notice.

INSCRIPTIONS

- G-1. **Uniformity of Engraving:** The engraving on each niche face shall be of a uniform size and style as determined by the Columbarium Committee. Engraving on approved honorariums, memorials and other areas of The Shepherd's Garden shall be subject to the approval of the Columbarium Committee.
- G-2. **Conformity of Text:** With regard to niches, the inscription shall consist only of the name of the deceased, date of birth and date of death.
- G-3. **Correctness of Inscription:** Either an Application for Inurnment of Cremated Remains or such other agreement or similar document for all naming rights, honorariums and memorials will be provided by the Columbarium Committee to be completed and signed by the person(s) entitled to do so. This form will include information to be relied upon in engraving the face of the niche, the metal plaque or other engraved or naming areas. Arrangements for the engraving, in accordance with the names and dates so furnished, will be made by LLUMC.

CONDUCT OF PERSONS WITHIN THE SHEPHERD'S GARDEN

- H-1. **Church Decorum:** The Shepherd's Garden is part of LLUMC and its areas of worship, and all persons entering the area of The Shepherd's Garden are expected to conduct themselves in accordance with customary respectful decorum as normally observed in a church.
- H-2. **Enforcement of Rules:** The Columbarium Committee and the Church Staff are hereby empowered to enforce all rules and regulations and to exclude from the Shepherd's Garden any person violating the same.

CHANGE OF SUBSCRIBER ADDRESS

- I-1. **Subscriber Must Notify the Church Office:** It shall be the duty of the Subscriber to notify the LLUMC church office of any change in mailing address. Notice sent to a Subscriber at the last

address on file in the church office shall be considered sufficient and proper legal notification for all purposes whether or not such purpose be specified in these rules.

MODIFICATIONS AND AMENDMENTS

- J-1. **Exceptions and Modifications:** Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon recommendation of the Pastor, the Columbarium Committee may make exceptions, suspensions or temporary modifications in any of these rules and regulations when the same appear advisable, and such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.
- J-2. **Amendments:** The Columbarium Committee may at any time adopt new rules and regulations, or amend, alter or repeal any rule, regulation or article, section, paragraph or sentence in these rules and regulations, provided, however, that any such change, addition or repeal shall not become effective until ratified by the Trustees.
- J-3. **Severability:** If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these rules and regulations shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

PERPETUAL CARE FUND

- K-1. Funds from the sale of niches, naming rights, memorials, honorariums and similar items in excess of any and all costs incurred at the time of such sale and in excess of the initial construction costs and associated expenses shall be maintained by the Foundation in a segregated account or accounts, as a perpetual care fund for the upkeep of The Shepherd's Garden, including the following:
 - 1. Routine Maintenance.
 - 2. Floral arrangements and seasonal plantings.
 - 3. Inscription and installation of engraved plaques on niches following inurnment.
 - 4. Insurance as required.
 - 5. Future additions, modifications and/or repairs to the Columbarium.
 - 6. Other uses at the discretion of the Columbarium Committee, subject to approval by the Trustees.
- K-2. Such funds may be combined with other funds intended for the care and maintenance of the grounds and facilities of LLUMC as approved by the Board of Trustees and the Foundation.

TITLE AND RETAINED RIGHTS

- L-1. The holder of a Certificate acquires no property rights in The Shepherd's Garden, the Columbarium, any of its niches or any of LLUMC's property. Legal title to The Shepherd's Garden, the Columbarium and all niches remain with LLUMC at all times. The Certificate attests only to the right to inurn the remains of the person(s) named on the Certificate in the specific niche also stated in the Certificate. Assignment of remains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from time to time. No rights of inurnment and niche assignments are final until all required documentation has been completed and Subscriber Fees are paid in full. In the event of a discrepancy between the Certificate and the administrative records maintained by the Columbarium Committee or the Foundation, the latter shall take preference.

- L-2. With regard to any and all naming rights, honorariums, memorials, and similar matters, neither the Subscriber nor any other person acquires any property rights with regard to any part of The Shepherd's Garden, its surrounding areas or contents, and unless otherwise determined by the Board of Trustees, should any piece of property, upon which any applicable engraving or naming is attached, be destroyed, substantially damaged, removed or replaced, there shall be no obligation of the Church or the Foundation with regard to continuing such engraving, naming right, honorarium, memorial or similar matters in connection with any substitute or replacement piece of property.

SECURITY OF CREMAINS

- M-1. Neither the Foundation nor LLUMC shall willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The holder(s) of the rights of inurnment will assume the risk of the loss, destruction or desecration of the decedent's cremains from any or all other causes.

INSURANCE

- N-1. LLUMC or the Foundation may carry insurance for its own benefit regarding The Shepherd's Garden, as it sees fit, however, there is no obligation upon either to carry insurance or to provide any insurance for benefit of any Subscriber or the holder of a right of inurnment or their heirs, beneficiaries, and legal representatives.

LOVERS LANE UNITED METHODIST CHURCH COLUMBARIUM

SCHEDULE OF NICHE FEES*

Effective: February 15, 2017

Right to exclusive use of a niche in The Shepherd's Garden for ashes of two persons:

Row 9 (Top Row) - \$6,500	Row 5 - \$7,500
Row 8 - \$7,000	Row 4 - \$6,000
Row 7 - \$8,000	Row 3 - \$4,500
Row 6 - \$8,500	Row 2 - \$4,000
	Row 1 (Bottom Row) - \$2,000

Fees for naming rights, memorials, honorariums and similar matters shall be set by the Columbarium Committee from time to time, as approved by the Board of Trustees.

Above fees do not include (i) fees for any other services required in connection with inurnment (including religious services of committal), or (ii) the cost of cremation, transportation or other off-church premises costs. Fees include initial inurnment, an urn for each person inurned, approved inscription on the niche and care of The Shepherd's Garden. Any subsequent or additional openings and closings will be subject to an additional charge of \$250 each.

*NOTE: Fees subject to change without notice. Fees do not include the cost of religious services, cremation, and transportation of cremains to The Shepherd's Garden or any other off premises costs or services.