



OUR SAVIOR'S WAY
LUTHERAN CHURCH
TOGETHER WITH GOD'S VISION



Columbarium Application and Instructions

COLUMBARIUM INFORMATION

**Our Savior's Way Evangelical Lutheran Church
Ashburn, Virginia**

Thank you for your interest in the Columbarium. Contained within are the documents you need to select, reserve, and purchase a niche.

Please take the following steps:

- Review carefully the three documents included in this packet: Application for the Reservation of a Niche; Reservation and Use Agreement; and Certificate of Reserved Use, as they represent the entire agreement for purchasing a niche. Please address questions to oswlc-columbarium@oswlc.org.
- Once you are ready to proceed, please make an appointment with Joe Kumke (joe@oswlc.org) to select the desired niche, complete the documents, and provide payment.
- As identified in the Reservation and Use Agreement, requested exceptions to the governing policies will require prior approval by the Columbarium Committee. Approval must be obtained prior to proceeding with the purchase.
- Upon full payment, you will receive a completed Certificate of Reserved Use.
- For each new section of the Columbarium, payments will be deposited in a separate LCEF account and held until sufficient funds are available to construct the Columbarium. If the Columbarium does not get built, the deposits will be returned to the purchaser.
- Please note: while the images represent the current design for the Columbarium, the final design may change.

APPLICATION FOR THE RESERVATION OF A NICHE

**Our Savior's Way Evangelical Lutheran Church
Ashburn, Virginia**

NAME OF PURCHASER: _____

Relationship to Individual(s) to be inurned: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Diagram Number of Niche: _____

NAME AND DATE OF BIRTH OF INDIVIDUAL(S) TO BE INURNED:

Name: _____
(as it shall appear on the inscription)

Date of Birth: _____ Date of Death (if applicable): _____

If family niche:

Name: _____
(as it shall appear on the inscription)

Date of Birth: _____

The price of each 12 x 12 x 12 niche is \$3,500.00

PAYMENT FOR \$ _____ is enclosed.

If Purchaser(s) is no longer available, Our Savior's Way Evangelical Lutheran Church shall contact the following person(s) on matters relating to this Columbarium Niche Reservation.

Name: _____ Relationship: _____

Address: _____ Phone: _____

Name: _____ Relationship: _____

Address: _____ Phone: _____

Name: _____ Relationship: _____

Address: _____ Phone: _____

Upon Acceptance of this application by Our Savior's Way Evangelical Lutheran Church ("Church") and the receipt of the Certificate of Reserved Use, the Purchaser shall have the right to use the niche set forth herein, subject to the Columbarium Governing Policies, and other such policies as may, from time to time, be adopted by the Church. Changes to names listed above must be submitted to the Columbarium Committee for approval.

The Purchaser attests that he or she has received and read the Columbarium Governing Policies, which are attached hereto, and agrees to the polices set forth therein.

DATE: _____

PURCHASER: _____
(Signature)

(Printed Name)

ACCEPTED:

CHURCH REPRESENTATIVE: _____
(Signature)

(Printed Name)

RESERVATION AND USE AGREEMENT COLUMBARIUM GOVERNING POLICIES

Our Savior's Way Evangelical Lutheran Church

This Reservation and Use Agreement ("Agreement") made part of the Application for the Reservation of a Niche and is made and entered into this _____ day of _____, by Our Savior's Way Evangelical Lutheran Church and _____ ("Purchaser").

DEFINITIONS

"Church" means Our Savior's Way Evangelical Lutheran Church.

"Church Representative" means the Senior Pastor or designee.

"Columbarium" means the portion of the Church grounds which includes the Columbarium and Prayer Garden and the immediate surrounding area (including path, hardscape, benches and landscaping).

"Committee" means the Columbarium Committee consisting of individual members of the Church who have been appointed by the Senior Pastor.

"Niche" refers to the recessed enclosure for the placement of cremated human remains.

"Eligible Person" means baptized members of the Church, former baptized members of the Church, the Pastors and former Pastors of the Church, and the immediate family of such persons.

OWNERSHIP TITLE AND PROPERTY RIGHTS

The Church retains legal title to the Columbarium and to all Columbarium niches. The Purchaser acquires no property rights in the Columbarium or its niches and agrees that the Church retains full and complete ownership and control of said Columbarium and niches.

ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium is restricted to the cremated remains of members, pastors, former members, and former pastors of the Church, their parents, spouses, and children. All shall be known as an "eligible person." Exceptions to this eligibility may be made by the Committee.

COST OF A NICHE

The one-time fee to reserve a niche in the Columbarium shall be determined by the Committee and approved by the *Senior Pastor*. The fee includes the right of inurnment in the reserved niche and inscription on the niche, and ongoing care for the Columbarium. The fee does not include the cost of cremation or the urn containing the remains of the eligible person. The Church may change the fee, but the current niche reservation holders will not be reimbursed or assessed additional costs if the fee is changed.

Purchase of a niche is purchase of a right of inurnment in the Columbarium only and does not entitle the Purchaser to a deed for such right. Tax deductions do not apply to the purchase of a right of inurnment; however, some purchasers may wish to seek independent legal advice regarding such purchase.

FINANCIAL STATEMENT

Reference of payment for a niche will not appear on statements of contributions to the Church.

COLUMBARIUM LOCATION

The Columbarium is located at 43115 Waxpool Road, Ashburn, Virginia. The Church reserves the right to move the Columbarium to other locations within the precincts of the Church, or to another location should it become desirable or necessary.

RESERVING A NICHE

To reserve a niche, a person must submit full payment of the fee and a completed Application for The Reservation of a Niche (attached hereto) form to a member of the Committee. The Committee will review each reservation form for compliance with applicable policies and procedures and confirm that the identified niche is available for reservation. If approved by the Committee, the Church Representative will sign the reservation form to indicate the Church's acceptance. The Committee will deliver the signed reservation form to the Purchaser along with a signed Columbarium Certificate of Reserved use, provide a copy of the signed Application and Certificate to the Church, and update the Columbarium records accordingly. Once an application is accepted, the Purchaser has reserved a niche in the Columbarium and the fee is non-refundable.

SELECTING A NICHE

The Committee will maintain a list of niches that are available for reservation. Each submitted reservation must identify the selected niche. The right of a person to select a specific niche or niches is granted in the order in which the application is received as determined by the Committee.

CANCELLATION OF A NICHE RESERVATION

A person holding a niche reservation may cancel the reservation by providing written notice of cancellation to the Church Representative and the Committee, with no compensation due to the person or the designated person's estate or family.

CANCELLATION OF A NICHE RESERVATION WHEN A NICHE IS NOT USED

If the remains of the person designated on the final accepted reservation have not been inurned in the niche within either five years after the person's death or 120 years after the person's birth, the niche reservation will be cancelled, with no compensation due to the niche reservation holder or the designated person's estate or family. An exception may be made in the case of a person who donates their remains to science but wishes to reserve a niche with an engraved nameplate. Requests for extensions to the time may be considered and approved by the Committee.

CANCELLATION OF A NICHE RESERVATION WHEN REMAINS ARE REMOVED

If the remains of the person designated on the final accepted reservation are inurned in the niche and subsequently removed by a member of the deceased's family or to comply with law, the niche reservation will be cancelled, with no compensation due to the designated person's estate or family. Exceptions on a case-by-case basis may be made by the Committee.

TRANSFERRING A NICHE

The right to use a reserved niche may not be sold or otherwise transferred by the purchaser or any other individual. Such reservation may be surrendered back only to the Church. Upon such surrender, there shall be no refund of the original payment.

NICHE TYPE

The Columbarium will contain one size niche measuring approximately 12" x 12" x 12". Each niche may contain one or two urns. Each urn is limited to the cremated remains of one human person. No object other than urns of cremated human remains may be placed in any niche. Exceptions on a case-by-case basis may be made by the Committee.

URNS

All urns shall be for cremated remains only and shall be of dimensions approved by the Committee. The urn shall be provided by the deceased's family or legal representative and the provider. The purchaser is responsible to ensure the urns to be placed will fit in the niche. The purchaser is also responsible for any inscription on the urn.

INSCRIPTIONS ON NICHE

Inscriptions on the face of each niche are limited to the name and years of birth and death of the deceased. The size and style of the inscription on each niche must be as prescribed by the Committee. Inscriptions will include the information shown on the final accepted reservation. The deceased's name will be permanently marked on the urn. The Committee will arrange for the inscriptions, which are included in the fee.

CERTIFICATE HOLDER'S MAILING ADDRESS

Each niche reservation holder must notify the Church of changes to his or her mailing address and telephone number. Correspondence mailed by the Church to the holder at his or her last known address will be deemed received by the holder seven days after the correspondence is sent.

REMOVING CREMATED REMAINS

Cremated remains may be temporarily removed by the Church for purposes such as making repairs or improvements to the Columbarium. Otherwise, remains may only be removed with the joint written consent of both the Church and a member of the deceased's family or when required by law.

FUNERAL AND COMMITTAL SERVICES

Remains may not be inurned in the Columbarium without a committal service. Funeral services may be held in the Church or in the Columbarium area. Only a Pastor of the Church or a person invited by the Senior Pastor of the Church may officiate at a committal service at the Columbarium.

FLOWERS, FLAGS, SIGNS, AND OTHER DECORATIONS

No flowers, real or artificial, shall be allowed in the Columbarium area except at the time of inurnment or with the approval of the Senior Pastor. Flags, signs, and other decorations may not be placed in or near the Columbarium. Prohibited items may be removed and disposed of by the Church without notice or liability to the owner of the item or any niche reservation holder.

VISITING HOURS

The Columbarium shall be open to visitors at all times when the Church property is open to the public. All purchasers shall understand the Open Arms Christian Child Development Center operates on the property Monday through Friday. This results in higher traffic and noise surrounding the Columbarium and visitors should be watchful for children.

CARE FOR THE COLUMBARIUM AND LIMIT OF LIABILITY

The Church shall provide reasonable ongoing care for the Columbarium. However, the Church, and all persons acting on the Church's behalf, will not be liable for any loss or damage to the Columbarium, niches, urns, or cremated remains inurned in the Columbarium except upon the Church's or the Church's agents' negligence. The purchaser releases the Church and the Church's agents from any liability due to war, natural disaster, vandalism, or any actions beyond their control. The Church may purchase insurance for its own benefit to cover any such losses or damage, but is not required to do so.

RECONFIGURATION OF THE COLUMBARIUM

The Church reserves the right to enlarge or remodel the Columbarium, or to remove the Columbarium and build a new Columbarium in a new location and abandon the use of the existing Columbarium in the event of the demolition or remodeling of the present Church edifice or its sale by the Church. In any of said events if any niche is affected, the Church may substitute for the affected niche another of substantially like size and character in which event the Purchaser shall have the same right in the substituted niche.

TERMINATION OF THE COLUMBARIUM

Niche reservations and rights of inurnment will continue as long as the present Columbarium stands and is owned by the Church. If the present Columbarium is to be sold or demolished and a replacement Columbarium will not be furnished, niche reservations will be cancelled, and rights of inurnment will cease. In that event, the Church will attempt to notify each niche reservation holder or purchaser that the reservation or niche right will be cancelled and the Church will make all reasonable attempts to notify a family member of each person inurned in the Columbarium that the person's remains must be removed from the niche. If the Church is not able to contact a member of the person's family using information in the Church's records, or if the remains are not removed within a reasonable period of time, the Church may relocate the remains as it deems appropriate. No refund or payment will be due to the niche reservation holder or the person's estate or family in such event.

AMENDMENT OR WAIVER OF COLUMBARIUM POLICIES AND PROCEDURES

The Church reserves the right to alter, amend, and/or revoke the Columbarium Policy at any time and from time to time as necessary or appropriate in the best interests of the Church and its members. Purchasers will be notified of such changes.

SUBJECT TO LAWS

In addition to the policies and procedures, the Columbarium's installation, maintenance, inurnments, disinurnments, and removals shall comply with all federal, Commonwealth of Virginia, and County of Loudoun laws, rules, and regulations to the extent they are applicable to the Church.

COMMUNICATIONS

Communications concerning the Columbarium and Memorial Garden should be addressed to the Church's Representative and the Columbarium Committee.

ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and there are no collateral or oral agreements or understanding, and this Agreement shall not be modified, changed or terminated unless agreed to and signed by both parties.

PURCHASER:

(Signature)

(Printed Name)

CHURCH
REPRESENTATIVE:

(Signature)

(Printed Name)



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oswlc.org