

**THE CORPORATION OF THE BRICK PRESBYTERIAN CHURCH
IN THE CITY OF NEW YORK**

The Brick Church Columbarium

Terms and Conditions of Inurnment

The Corporation of the Brick Presbyterian Church in the City of New York, (the church”) has established a columbarium for the inurnment of the cremated remains of eligible members of the Brick Church community. It is contemplated that the space adjoining this facility will afford a place for memories and reflection and a Book of Remembrance containing descriptive material memorializing the individual decedents. To provide for the proper management of the columbarium and to outline the nature of the ongoing commitment of the church in making available the privilege of utilizing it, the church has adopted the following statement which shall govern its administration.

1. The Columbarium Facility. The columbarium, located in the south west corner of the church’s principal building with direct access to the sanctuary, will contain a large number of separate compartments or niches, each with spaces for two urns in which the cremated ashes of a deceased person are to be deposited or “inurned.” Arrangement may be made for the use of both spaces in the niche (a “companion niche”) or for only one (a “single niche”). Inurnment of pets and the deposit of other property will not be permitted.

Each niche has a face plate upon which only the name and years of birth and death of the deceased will be inscribed at the time of inurnment by the church, at the expense of the decedent’s estate, in a standardized format as prescribed by the church. The church will provide urns of uniform size without additional charge; no other urns may be used. The Book of Remembrance associated with the columbarium will be prepared containing one-(or double-sided) page descriptive materials on those whose ashes are inurned that have been provided by them or on their behalf by their personal representatives. The book will be maintained in a secure location and made available for viewing upon application.

The names and dates to be inscribed shall be as specified in writing by the decedent either by will or otherwise or by the decedent’s next of kin. They must be consistent with the official death certificate without nick-names, titles or honorifics and substituting initials for full names as necessary to be consonant with the church’s format and the space available on the face plates. There will be no gilding, pigmentation, ornamentation or epitaphs, and no carving other than the names and dates in the church’s established style. The family name without dates as in a cemetery will be permitted.

2. Eligibility and Application. Application for the privilege of inurnment in the columbarium of eligible members of the Brick Church community as defined by the Session from time to time (with such exceptions and additions as it may specifically approve or provide for) may be made to the church by, or by the personal representative of, one of the individuals to be inurned (either alone in a single niche or together with another eligible individual in a companion niche). The application shall be accompanied by a contribution to the Columbarium Fund of the Church in the amount required under the regulations established by the church as provided below. On approval of the application, the receipt of such contribution and the allocation of space in the columbarium pursuant to the application as provided below the church will issue its certificate evidencing the privilege of inurnment in the columbarium as applied for and assigned as contemplated in the application and specified in the certificate. Initially the Session has determined that the following shall be eligible for inurnment: active members and associate members in good standing of the Brick Church; members of their immediate families (parents, grandparents, spouses, dependent children and grandchildren); former active members and associate members in good standing who have left the City; pastors and honorably retired former pastors of the Brick Church; and, with the prior approval of the senior pastor or other minister of the Brick Church designated by the Session, particular persons who have had a close faithful connection of long standing with the Brick Church either on its staff or by way of active participation and support of its work and worship, and specified members of their immediate families.

3. Allocation of Locations. The location of niches in the columbarium will be designated by the senior pastor or his delegate in response to applications in accordance with regulations adopted from time to time by the Session. Initially the Session has provided that applicants may specify a particular location as well as alternative choices of several locations in order of preference if the first preferred location is not available. Such preferences will be honored in order of receipt to the extent practicable or by lot if several inconsistent applications are received on the same day. In any event efforts will be made to provide closely comparable space to the location most preferred. If the space assigned is unacceptable, the applicant may so advise the Church promptly after receipt of advice of the allocation made by the Church and either reapply within thirty days of such notice or receive a refund of the amount contributed with the original application. Multiple applications for family members received simultaneously will be dealt with together on request to permit the niches for that family to be as contiguous as possible. Subsequent applications for space contiguous to family members previously assigned to niches will also be honored to the extent feasible. The allocation of a particular space for which the related contribution is to be submitted in installments will be reserved for inurnment only for so long as such installments are so submitted when due and the related certificate issued; otherwise the space may be reallocated and in the absolute discretion of the church the original applicant afforded the opportunity to make another designation.

4. Inurnment Process. Arrangements and procedures for effecting the deposit and closure of urns in niches will be subject to such regulations as the Session may establish from time to time. It is expected that this process of committal will be conducted by prearrangement with the senior pastor or his delegate at the request of the next of kin or their duly authorized representatives. The committal itself will occur in a reverent manner under the direction of a pastor of the church in the presence of one or several representatives of the decedent, but any more substantial ceremony or memorial service in connection with the inurnment, if desired, will be held by prearrangement as usual in one of the Church's regular worship spaces with the approval and under the auspices of its ministers and the supervision of the Session, or elsewhere.

The placement in the columbarium space of such flowers as the church may deem appropriate supplied by the family and friends of the deceased are permissible only, although not required, at the time of committal. At other times the Church welcomes contributions for flowers in memory of the deceased in keeping with its program for enhancing the beauty of its worship spaces at special festival seasons and throughout the year.

At the time of inurnment the person or persons responsible for the ashes may submit biographical material not exceeding one double sided page for inclusion in a standardized format prescribed by the church for inclusion in the Book of Remembrance being maintained in connection with the columbarium. The remains should be placed by the crematorium in a columbarium urn provided by the church or in a temporary container for the representatives of the decedent and transported to the church for transfer into a columbarium urn provided by the church. If the capacity of this urn is insufficient the church shall be entitled to dispose of excess remains as it may deem proper after consultation with the representative of the decedent handling the inurnment. Urns shall be permanently and indelibly marked to show the name and dates of the individual inurned.

5. Effect of Inurnment. Inurnment, like burial, is an occurrence of finality, and once an urn has been filled, sealed and committed to its niche in the columbarium, the church may consider it necessary to receive a court order satisfactory to it before permitting subsequent reopening or removal. The church may also, however, in its discretion without a court order, upon receipt of evidence of authority satisfactory to it, elect to permit removal by others by express order of persons believed by the church to be the next of kin or their legal representative. The church may refuse to permit any voluntary removal so long as any indebtedness with respect to the niche or urn in question is outstanding.

The Brick Church is morally committed in the strongest way to providing for the care and preservation of the urns and ashes of the deceased in the columbarium without limitation of time. However, in no event shall there be any liability, legal or equitable for the maintenance or preservation of the remains of the decedents or the urns in which they have been inurned or for any loss or damage thereto nor for the operation, use or maintenance of the columbarium or the related Book of Remembrance nor for actions, errors or omissions made in good faith in the usual

course of the church's operations if reasonable steps have been taken to correct the difficulty if capable of being so rectified. Moreover, the church reserves the right to remove or require removal of the urns and their contents from the columbarium and the church without notice and reestablish the columbarium at another site it considers suitable if in the judgment of the Session and Board of Trustees on notice to the congregation this has become necessary for any reason, whether for the protection of the remains, compliance with applicable law or the order of a court of competent jurisdiction, to assure the continued lawful existence of the church as a religious association or otherwise. The church also reserves the right to enlarge or renovate the columbarium and the church building. If any such reestablishment, enlargement or renovation of the columbarium adversely affects one of the niches covered by a certificate, the church shall substitute for such niche another of substantially the same size and character and the same rights and privileges as are granted by the certificate shall apply instead to the substituted niche.

6. Access to Columbarium. The church in pursuance of its purpose in creating this facility will endeavor to make space adjoining the columbarium available for rest and meditation at such times and in such manner as it may from time to time deem appropriate and compatible with its worship and other programs and subject always to such regulations as the Session may establish. By the same token, it must be accepted that ready public access to the facility for such purposes at certain times as well as public access to and egress from the sanctuary and Watson Hall may present risks to the security of the columbarium against which the church may be unable fully to protect. The church will endeavor to provide security to the columbarium as it may in its discretion deem suitable, consonant with the protection it may arrange for most of its other properties and activities.
7. Contribution. It is expected that acceptance by the church of an application for the privilege of inurnment will depend upon the applicant making or undertaking to make a specified contribution to the church's Columbarium Fund. This is a board-dedicated fund within the church's endowment which will be available to respond to present and future funding needs for the creation, maintenance and possible future expansion of the church's columbarium facilities and the like.

Initially this contribution has been set at \$5,000 for a companion niche with two urns and \$3,000 for a single niche with one urn.

An initial payment of \$1,000 per space in a niche is required at the time of making application. If full payment of the balance is not made at the time of the application, it must be paid in installments, of \$1,000 per space in a niche within the next twelve months and the balance of \$1,000 in the next twelve months. An additional charge for reflecting the cost of inscription of the name and dates of the deceased on the face plate of the niche (presently about \$100) will be made at the time of inurnment, payable prior to the time of installation of the completed face plate (and in replacement of any temporary plate installed at the time of committal).

8. Nature of Inurnment Relationship. Neither the applicants nor the persons designated by them to be inurned nor the next of kin or other relatives of deceased

persons inurned shall have or acquire at any time any ownership, easement or property interest of any kind under the inurnment arrangement. The privilege of inurnment granted thereby is a claim upon the services of the church by way of limited license or perquisite rather than purchase and does not form a part of or encumber its property in any way. The privilege of inurnment created pursuant to the application and evidenced by certificate is personal to the applicants and their designee(s) and may not be sold, assigned, transferred or encumbered.

The church may rely on the action of any co-holder of interests in inurnment (as in the case of several siblings as next of kin) which shall be binding on the other co-holder unless the church has received prior written notice to the contrary from one or more other such co-holder. The columbarium will have been constructed by and is the sole and exclusive property of the church and shall be administered and controlled in accordance with regulations established as provided by its Board of Trustees and Session to which all applicants shall be deemed irrevocably of consent on behalf of themselves, for persons designated in their applications, the deceased persons inurned in pursuance thereto and their relatives and personal representatives. Such regulations, including this statement shall be subject to amendment from time to time in the absolute discretion of the same authority

After the decease of the applicant and all persons known to the church who are directly and lineally related within one degree, as in the case of a parent and child, either legally or by whole or half blood, to an individual inurned in a niche, then (in the absence of notice to the church prior to (i) the tenth anniversary of the inurned individual's date of death by the deceased person's next of kin or legal representative or (ii) the tenth anniversary of any such notice or subsequent notice) all rights in respect of such inurnment on behalf of the next of kin of that individual or his or her heirs and assignee shall be deemed to have been extinguished in such next of kin and to have devolved upon the church as next friend instead.

9. Termination of Privilege. The privilege of inurnment and all rights under the application and certificate with respect to any designee thereunder shall terminate (i) upon the removal of all urns in the niche containing ashes; (ii) upon the voluntary surrender of such privilege and rights, if no inurnment has taken place in the niche, by or on behalf of the applicant; (iii) if all of the designees specified in such application shall have died and are interred elsewhere; (iv) if no application is made to commit the remains to the niche or application for a refund is received relating to a termination under clause (ii) above within seven years of the date of death of the last to die of such designees; or (v) if payment in full of any installment of the contribution required prior to issuance of the related certificate of privilege of inurnment is not made when due in a case where such contribution is being made in installments, after notice of such delinquency shall be given to the applicant at his or her last known address and full payment has not been made within twelve months thereafter. A refund of the amount contributed to the Columbarium Fund shall be made (or a privilege of reapplication for another designee may be granted subject to approval by the church, without further charges) in case of such a termination pursuant to clause (ii) above where necessary in the sole discretion of the Trustees in order to avoid forfeiture or undue hardship as where it shall transpire that remains

cannot be found or separately identified. A full refund may also be made in the absolute discretion of the Trustees if the space in the niche location is made available to another applicant within twelve months of the date of termination, at the time amount(s) of the related contribution are made to the Columbarium Fund.

10. Termination of Columbarium. The privilege to inurn with respect to persons then still living shall terminate if the present church edifice is demolished or sold by the church or destroyed for any other cause or if the church is dissolved or becomes extinct. If the columbarium is not, at the church's discretion, to be re-established at another location upon the occurrence of such an event, the church will endeavor to give written notice to such impending sale or demolition, at the last known addresses in the church's records, to the applicant, surviving spouse and next of kin of the person(s) whose remains are contained in the niche(s). The surviving spouse or next of kin shall have the right to remove the remains. If no one of such persons removes the remains within ninety (90) days after the church has sent such written notification of such impending demolition or sale, the applicant may do so within the next thirty (30) days. If no one of such persons shall remove the remains within such time, the church shall have the right to remove and dispose of the same in such manner as the church shall deem proper.
11. General. The term "spouse" shall include a spouse or a domestic partner in each case as determined on the basis of evidence in form and substance satisfactory to the church. All rights in respect of inurnment shall be deemed the sole and separate property of the applicants and designees and legal spouses shall have inurnment rights only by application and designation thereunder. The Columbarium Fund shall not be deemed a repository of moneys paid for the perpetual care or maintenance of the columbarium or any particular niche or urns or shall its existence or funding create an implied trust or contract to care for the columbarium or any individual space, niche or urn. In determining the facts regarding the name, death, kinship or place of internment of any person the church may rely conclusively upon evidence satisfactory in form and substance to it including certifications of persons claiming personal knowledge. The application, certificate and these Terms and Conditions state the entire substance of the internment arrangement and the church shall not be bound by any oral representations or undertakings. The church shall not be responsible for obtaining any required permit for inurnment or removal of ashes or urns or for the ideality of the ashes sought to be inurned as those of the designee to whom the niche pertains. The church assumes no responsibility for transportation or storage of ashes or urns pending inurnment or after removal or the condition of the urn upon its removal.

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