



**ST DAVID'S**  
EPISCOPAL CHURCH

## **REGULATIONS AND CONDITIONS GOVERNING THE USE OF THE COLUMBARIUM AT ST. DAVID'S EPISCOPAL CHURCH**

The use of the Columbarium and allotment of niches therein are governed by the Vestry of St. David's Episcopal Church, Washington, D.C. (the Church), subject to the following regulations and conditions.

- 1. Columbarium Agreement.** Individuals wishing to purchase a niche in the Columbarium must execute a Columbarium Agreement which is attached to these "Regulations and Conditions" as Exhibit A. In exceptional cases, the terms of an individual Columbarium Agreement may be amended but only if approved by both the Rector and Senior Warden.
- 2. Gratis Niches.** The current and former Rectors of the Church may reserve a niche for themselves and their spouses without charge providing such reservation is made at a time when at least one niche vacancy exists. Additionally, the Rector with the advice and consent of the Vestry may set aside a limited number of niches at no charge for those unable to afford the cost of a niche.
- 3. Records.** The financial and historical records for the Columbarium will be maintained in the business office of the Church.
- 4. Final Authority.** The complete control of the Columbarium shall at all times be vested in the Church. No subscriber, estate, or any other person shall have any property or other right in the Columbarium other than the rights specifically provided in the Columbarium Agreement. Any questions or interpretation that are not covered by these Regulations and conditions shall be determined solely by the Vestry.

Adopted by the Vestry of Saint David's Episcopal Church, District of Columbia, effective October 15, 2021.

**COLUMBARIUM AGREEMENT**

This Agreement is entered into on the \_\_\_ day of \_\_\_\_\_, 202\_\_\_,  
by and between St. David’s Episcopal Church of Washington, D.C. (“St. David’s”) and  
\_\_\_\_\_ (“Subscriber”), who is desirous of  
purchasing a niche in the Columbarium maintained by St. David’s on St. David’s property.

NOW, THEREFORE, the parties to this Agreement agree as follows:

**1. Payment:** The cost of a niche in the columbarium is Six Thousand Dollars (\$6,000).  
Subscriber agrees to make payment of this amount in the checked time frame below:

- Payment of \$6,000 upon execution of this Agreement.
- Payment of \$6,000 in three equal installments of \$2,000 payable as follows:
  - (a) \$2,000 upon execution of the Agreement.
  - (b) \$2,000 by the 180<sup>th</sup> day after execution of this Agreement.
  - (c) \$2,000 by the 360<sup>th</sup> day after execution of this Agreement.

1a. **Refund.** A Subscriber is entitled to a full refund of monies paid up until placement of  
an urn in the niche.

**2. Right to Inter.** The right to inter accrues upon payment in full and entitles the Subscriber  
to have one or two urns placed in the niche numbered \_\_\_ as designated on the  
Columbarium Plat. Failure to make full payment when due as described in Paragraph 1  
shall forfeit Subscriber’s right to inter and any payments made shall be refunded to  
Subscriber.

If no niche is selected and identified above, the assignment of a niche shall be made by  
St. David’s.

**3. Urns and Engraving.** St. David’s shall supply all urns to be used in the Columbarium. St.  
David’s shall be responsible for placing the remains into all urns to be placed in the  
Columbarium. Only human remains may be placed in the urn. A niche can accommodate  
two urns. Space for each urn is a “unit” of a niche. Inscriptions on the outside covers of the  
niches shall be limited to the name, date of birth, and date of death of the deceased. The  
size and appearance shall be subject to the absolute discretion of St. David’s.

**4. Designation of Remains to be Placed in a Niche.** The Subscriber shall have the sole right to designate the remains that shall occupy a niche, subject to the exceptions set forth below. Such designation shall be in writing and communicated to St. David's Rector. In the case of multiple communications to St. David's, the communication with the latest date shall govern. If no designation of whose remains shall occupy a niche has been made by a Subscriber, St. David's may accept the designation by the Second Subscriber as appointed under this Agreement, but only if after a thorough inquiry, the Subscriber may not be located or the Subscriber has died. The right to inter shall not pass by any residuary or other genuine claim of a will or by the laws of intestate succession. However, if on the twenty-fifty annual anniversary of execution of a Columbarium Agreement, there has been no written communication designating those remains that shall occupy an urn to be placed in a niche, St. David's shall be free to reallocate such niche. A refund shall be paid to the Subscriber if requested by Subscriber.

Additionally, St. David's reserves the right to reject a designation if the designate's notoriety might, in the sole judgment of St. David's, interfere with the orderly functioning of St. David's.

**5. Subscriber and Second Subscriber.** Subscriber shall complete the Contact Information Form attached to this Agreement and made a part hereof. Subscriber shall also provide contact information to the Second Subscriber who will have the rights as set forth in this Agreement. Subscriber may designate a replacement for the Second Subscriber only upon written communication to the Rector of St. David's.

**6. Opening of Niches.** The Church will arrange for the opening and closing of niches at the time of interment. A niche will be opened only for the interment of the cremated remains of the person(s) designated in writing by the Subscriber under the Columbarium Agreement; or for removal of cremated remains from the Columbarium. With regard to the latter, cremated remains may not be removed from the Columbarium (i) without written consent of the Church and the Subscriber, or Second Subscriber if Subscriber is deceased, or (ii) unless ordered by a court of competent jurisdiction. In the event of any such removal, the Subscriber (or other removing party) shall pay to the Church all of the costs and expenses relating to such removal, including reasonable attorney's fees.

**7. Remembrances.** Tasteful remembrances that conform to the natural decor of the Columbarium as a whole may be temporarily displayed at the niche. Such remembrances will be removed after an appropriate short interval at the sole discretion of the Rector.

**8. Care of Columbarium.** St. David's will use reasonable care to protect all urns deposited in the Columbarium, which St. David's will maintain to the same extent it maintains the other parts of the church grounds. St. David's assumes no liability in connection with the niche and urns as long as it exercises reasonable care. St. David's is not required to provide any

insurance coverage on any aspect of the Columbarium or for urns interred in the Columbarium.

- 9. **Relocation.** In any event if this parish is moved to a different location, or St. David’s determines that it is necessary to move all or part of the Columbarium to a different location on the current church grounds, it shall be the responsibility of the St. David’s to provide facilities comparable to those now existing for the re-depositing of urns committed to its care, and St. David’s shall make every reasonable effort to locate and notify surviving heirs as to the new location.
- 10. **Discontinue.** In the event that the Columbarium is discontinued, (a) the right to inter shall terminate without any refund to existing Subscribers; (b) St. David’s shall exercise reasonable efforts to locate and notify surviving heirs and afford them the opportunity to remove the urns; and (c) St. David’s shall not otherwise dispose of the urns within three years after the Columbarium is discontinued for any reason. Thereafter, St. David’s may inter unclaimed ashes in an appropriate manner within its sole discretion.
- 11. **Conduct of Service.** All services at which ashes are interred in the Columbarium shall be conducted by the clergy of St. David’s or by other clergy acting with the Rector’s permission and under his/her discretion. If St. David’s is without a Rector, services shall be conducted by clergy acting with the permission and under the direction of the Vestry.
- 12. **Regulations and Conditions.** Subscriber acknowledges receipt of the Regulations and Conditions governing the use of the Columbarium at St. David’s Episcopal Church and agrees to abide by such Regulations and Conditions as are applicable to Subscriber.
- 13. **Governing Law.** This Agreement shall be governed by the laws of the District of Columbia. Any litigation regarding any aspect of this Agreement must be brought in the courts of the District of Columbia.

AGREED

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\_\_\_\_\_  
RECTOR: \_\_\_\_\_

\_\_\_\_\_  
SUBSCRIBER

ST. DAVID’S CHURCH

NAME: \_\_\_\_\_

CONTACT INFORMATION

SUBSCRIBER AND SECOND SUBSCRIBER

SUBSCRIBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBERS:

HOME: \_\_\_\_\_

OFFICE: \_\_\_\_\_

CELL: \_\_\_\_\_

SECONDARY SUBSCRIBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBERS:

HOME: \_\_\_\_\_

OFFICE: \_\_\_\_\_

CELL: \_\_\_\_\_