

# **Parish Columbarium**

## **Rules and Regulations**

**INDEX TO PARISH COLUMBARIUM  
RULES AND REGULATIONS**

General Provisions ..... 1  
Interment Regulations ..... 3  
Conduct within the Columbarium Area ..... 4  
Sale and Transfer of Interment Rights ..... 5  
Reservation Regulations ..... 7  
Disinterment Regulations ..... 7  
Memorials and Installation ..... 8  
Resolution of Disputes ..... 9  
Modifications & Amendments ..... 9

**St. Lawrence Parish, Fairhope Exhibit B**

Location & Contact Information ..... 13  
Hours of Operation ..... 13  
Interment Regulations ..... 13  
Payment of Cemetery Fees ..... 13  
Sale and Transfer Regulations ..... 14  
Engraved Niche Front Regulations ..... 14  
Niche Decoration Regulations ..... 14  
Flower Policy ..... 14  
Price List ..... 15

## **Parish Columbarium Rules and Regulations**

Parishes in the Archdiocese of Mobile, identified in Exhibits attached hereto, own and maintain Columbaria on its grounds to provide a holy and dignified option for placement of the cremated human remains of deceased parishioners and their families to assure that the placement of cremated remains is reverent and in conformity with the Catholic tradition.

The following Rules and Regulations have been adopted to establish the rights and responsibilities of the Parishes in the Archdiocese of Mobile identified in Exhibits attached hereto (hereafter referred to as "the Parish" or "the Parishes") and the person or persons purchasing interment rights in a Parish Columbarium (hereinafter referred to as "Certificate Holders" or "Certificate Holder"), and visitors to a Parish Columbarium. All Certificate Holders and visitors to the columbarium area shall be subject to these Rules and Regulations. Any reference to Rules and Regulations in any certificate of interment rights, purchase agreement, interment authorization, disinterment authorization, or other related document entered into by the Parish and any Certificate Holder shall be deemed to incorporate these Rules and Regulations as if they were set forth in full therein.

These General Rules shall apply to the columbaria operated and maintained by Parishes and identified in Exhibits attached hereto. In the event that a Parish has a cemetery and a columbarium, these Parish Columbarium Rules and Regulations govern the columbarium and interment in columbarium niches, and the Parish Cemetery Rules and Regulations govern the cemetery grounds and ground burial in the cemetery. Additionally, particularized rules, regulations, fees, hours of operation, memorials and other requirements for individual columbaria operated by Parishes in the Archdiocese of Mobile are set out in the attached Exhibits.

### **A. GENERAL PROVISIONS**

1. The Columbarium is operated and maintained by the Parish, and the Parish is not under any obligation to maintain any set standard for the care and upkeep of the Columbarium.

2. The Columbarium is set apart for the exclusive interment of cremated human remains and shall forever be used only as such.

3. The Parish is responsible for the administration of the Columbarium and for the enforcement of all rules, regulations, policies, and procedures. The Parish exclusively supervises and authorizes all work within the boundaries of the Columbarium area and shall

have authority to cause the expulsion from the Columbarium area of any person who violates the Rules and Regulations or whose conduct is considered contrary to the accepted decorum of the Columbarium area.

4. The Parish, its member, directors, officers, agents, employees, columbarium managers, and representatives shall not be liable for errors or damages, which may occur as a result of improper, or misinterpretation of, telephone or oral instructions from Certificate Holders, their representatives, or funeral directors acting on behalf of the Certificate Holders, or their heirs.

5. The Parish reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, or sales, transfers or conveyances of interment rights to niches, including the right to substitute and convey in lieu thereof other interment rights to niches of comparable value and similar location (to the extent possible) as may be selected by the Parish. Alternatively, the Parish, in its sole discretion, may refund the amount of money paid on account of the purchase of interment rights. In the event such error shall involve the Interment of the cremated remains of any person in any incorrect location, the Parish reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Parish. The Parish, its member, directors, officers, agents, employees, columbarium managers, and representatives shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

6. The Parish reserves the right to enlarge, reduce, or change the Columbarium, from time to time, including the right to modify or change the location of the Columbarium. The Parish shall have sole and exclusive authority with respect to the plantings and improvements within the Columbarium area.

7. The Parish does not insure personal property of Certificate Holders. Urns and other cremation containers are deemed to be the personal property of individual Certificate Holders and/or their families. They are not the property of the Parish. Accordingly, Certificate Holders are encouraged to speak with their personal insurer if they wish to insure their personal property which is located in the Columbarium.

8. Contractors, employees, or columbarium managers of the Parish are not permitted to do any work for Certificate Holders without approval of the Parish and are prohibited from receiving tips or gratuities. All contractors or service providers shall maintain general liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence. Contractors shall by endorsement to the policy cause Parish

to be named as an additional insured under said policy and provide said endorsement to Parish.

9. Columbarium visiting hours are identified in the attached Exhibits.

## **B. INTERMENT REGULATIONS**

1. All remains placed in a Parish Columbarium must be in a permanent, durable urn or cremation container that will fit into each niche. In the event the urn does not fit in the niche, the next of kin shall be responsible for obtaining a smaller urn and shall be responsible for making the proper transfer of the cremated remains to the replacement urn. Each urn or cremation container holding cremated remains placed in the Columbarium shall be identified by a permanent tag or sticker attached to the cremation container by the Parish's representative prior to interment.

2. No valuables or personal items other than the urn may be placed in the niche without written permission of the Parish. The cremation container must be sealed and marked with permanent identification prior to Interment. At the family's discretion, a decorative unsealed urn may be used for a memorial service and the ashes then transferred to a standard urn for interment. Any transfer of the cremated remains is the responsibility of the family. All urns are to be permanently sealed prior to interment. The Parish reserves the right to further limit the size, type, style, and materials of the container to be placed in a cremation niche.

3. The Parish shall be provided at least 3-days advance notice before an interment can be performed. Exceptions shall be made only when so ordered by an authorized representative of the Parish.

4. Niches shall only be opened and sealed by employees or authorized representatives of the Parish. This applies to both the inside sealer and the niche front.

5. The Parish policies related to niche decorations allowed in the Columbarium area are set out in the Exhibits attached hereto.

6. The Parish policies related to flowers, wreaths, signs, insignia or any other adornment allowed in the Columbarium area are set out in the Exhibits attached hereto.

7. The Parish shall not be liable for delay in interment due to protest by the legal representatives or heirs or failure to follow the Rules and Regulations. The decedent's remains are the responsibility of the decedent's family, heirs, or personal representative

until properly interred in the Columbarium. Should any legal process or question prohibit the Parish from interring any person's cremated remains in the Columbarium, it shall be the responsibility of the family, heirs, or personal representative to store such cremated remains until the protest is resolved. In the event the Parish incurs any costs due to any such objection, it shall be the responsibility of the family, heirs, executor, etc. to reimburse the Parish for any such expenses.

8. The Parish reserves the right to limit the number of mourners and visitors attending the interment procedure.

9. Upon the occasion of the discontinuance for any reason of the Columbarium owned by the Parish, the Parish reserves the right to move the entire Columbarium, if possible, or remove the cremated remains from the Columbarium and to relocate such Columbarium or remains to another appropriate location. Such relocation shall be at the sole discretion of the Parish and notice or permission shall not be required prior to relocation.

10. Interment shall not be permitted until the purchase price of the niche and all other fees associated with interment have been paid in full, unless financial arrangements have been approved in advance by the Parish.

11. The Parish is not liable for the cremation permit, or for the identity of the cremated remains brought for Interment, nor for cremating of the body.

12. The Parish reserves the right to make adjustments to the placement of urns, or cremation containers containing remains in the Columbarium. Other than adjustments deemed necessary by the Parish or removal or relocation set out in Item B.9 above and Item B.13 below, urns and cremation containers containing remains, once interred, shall not be removed without the written consent of legal representatives of the deceased and/or an order from a court of competent jurisdiction.

13. The Parish reserves the right to open and close a columbarium niche to add or remove pre-need urns purchased from the Parish by a Certificate Holder.

### **C. CONDUCT WITHIN THE COLUMBARIUM AREA**

1. Visitors are reminded that the Parish grounds are considered sacred, and observance of accepted decorum shall be required at all times.

2. Visitors will use the walkways provided. In the event of injuries, the Parish, its member, directors, officers, agents, employees, columbarium managers, and representatives are in no way liable.

3. Pets (other than service animals), food, and firearms, other than those carried by police officers or used in military honor funeral services, are prohibited in the Columbarium area.

4. No person shall interfere with the proper conduct of a funeral or with the interment of cremated human remains in the Columbarium without legal cause.

5. No person shall desecrate, injure, break, cut, or disturb any niche, fence, tree, shrubbery, or wildlife within the Columbarium area.

6. The sale of any item or service in the Columbarium area is strictly prohibited unless authorized by the Parish. Approaching the bereaved for the purpose of soliciting any business within the Columbarium area is prohibited.

7. Any person entering the Columbarium area, other than during posted visiting hours, without prior authorization from the Parish, will be considered a trespasser.

#### **D. SALE AND TRANSFER OF INTERMENT RIGHTS**

1. The sale or transfer of any interment rights by any Certificate Holder shall not be binding upon the Parish unless such transfer is first approved in writing by a duly authorized representative of the Parish and is in accordance with these Rules and Regulations. All agreements for the purchase of interment rights in the Columbarium must be on forms approved by an authorized representative of the Parish. This procedure is required in order that the Parish may at all times have a complete and accurate record of all Certificate Holders.

2. In the event a Certificate Holder no longer wishes to retain his or her interment rights in the Columbarium, the Parish shall have the right to purchase the niche or niches back from the Certificate Holder for the same amount Certificate Holder paid in, at the option of the Parish. If the Parish exercises this option, the Certificate Holder shall receive a refund of the monies paid after all documents required by the Parish to surrender and relinquish all rights, claims, and interest in said niche or niches are appropriately executed and delivered to the Parish.

3. Any and all transfers of interment rights, whether the same be by conveyance, assignment, bequest or otherwise, are subject to Rules and Regulations which now exist, or which may be hereafter enacted or amended. At the option of the Parish, the transfer of interment rights may be subject to a transfer fee. If applicable, the transfer fee must be paid to the Parish when the transfer is recorded in the Columbarium records. No transfer shall be effective until all transfer fees are paid.

4. The Parish may, at its option, accept exchanges of interment rights when desired by Certificate Holders, subject to prior written approval of an authorized representative of the Parish. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Parish and the Certificate Holder shall provide such other documentation as the Parish may require. The Parish reserves the right to charge a fee for any such exchange.

5. The Purchase Agreement, Interment Authorization, or in the case of pre-need sales a Certificate of Interment rights and the Rules and Regulations and any amendments thereto shall constitute the sole agreement between the Parish and the purchaser and no other agreement shall be recognized by the Parish. In the case of pre-need sales, a Certificate of Interment rights shall be issued only upon the payment of the full purchase price.

6. It is the responsibility of the Certificate Holder to keep the Parish informed as to their correct mailing address. Notices or other correspondence mailed to Certificate Holders, their heirs or legal representatives, to the address on file with the Parish shall constitute actual delivery and notification.

7. The subdivision of interment rights or partition of interment niches is not allowed without the written consent of the Parish.

8. All agreements for the purchase of interment rights in the Columbarium must be on forms approved and signed by an authorized representative of the Parish.

9. Removal of interred cremated remains by Certificate Holders, heirs, or any other person having an interest in any cremated human remains in the Columbarium for the purpose of reselling the interment rights, is prohibited without permission of the Parish.

10. Interment rights shall be purchased solely for the purpose of personal or family interment and not for purposes of investment or speculation. The demand for, or receipt of, any compensation by a Certificate Holder for allowing interment in a niche with respect to which the Certificate Holder owns interment rights is prohibited. The Parish may



refuse a transfer of any interment rights to any niche if it determines that, in its sole discretion, the purpose of the desired transfer is investment or speculation.

#### **E. RESERVATION REGULATIONS**

1. The Certificate Holder of a niche may, at his or her discretion, present the Certificate of Interment Rights to the Parish and designate persons entitled to be interred in the niche for which interment rights were purchased.

2. In the event the Certificate Holder fails to designate interment rights for the niches prior to his or her death, the right of interment in the remaining niches shall be granted in the following order:

a. For single niches, one niche shall be reserved for the Certificate Holder and one for the Certificate Holder's spouse, if any. For niches that hold multiple urns, one space in the niche shall be reserved for the Certificate Holder and one space in the niche for the Certificate Holder's spouse, if any.

b. Right of Interment in the remaining niches shall be governed by the terms of the Certificate Holder's Last Will and Testament as probated or pursuant to intestate succession as provided for in the Alabama Statutes.

3. The interment rights in all niches conveyed shall be presumed to be the sole and separate property of the person or persons named in the Certificate of Interment Rights.

4. A Certificate Holder may amend his or her declaration of reservation at any time, but all such amendments must be on the Parish form, signed by the Certificate Holder, and accepted by the Parish.

5. In the absence of the Certificate Holder's declaration of reservation, or other legal evidence of interment rights, the Parish reserves the right to refuse to open any niche and to refuse interment in any specific niche. If an interment niche cannot be opened for any reason to accommodate interment, to prevent the delay in a funeral service, the Parish may provide another niche that it deems best and proper. The Parish shall not be held liable in any way as a result of such action.

#### **F. DISINTERMENT REGULATIONS**

1. As a condition of performing any disinterment, the Parish requires written authorization signed by the Certificate Holder or Certificate Holder's heirs at law and

deceased's next of kin and authorized agent as determined by applicable state law, on a form approved by the Parish. All disinterments must be conducted in accordance with state and local law and the family or personal representative of the deceased shall be responsible for obtaining all required permits prior to disinterment.

2. The Parish shall be provided at least 7-days advance notice before a disinterment can be performed. Exceptions shall be made only when so ordered by an authorized representative of the Parish.

3. All charges and fees for disinterment cremated remains must be paid in full before disinterment is made. All charges and fees are payable at Parish office identified in Exhibits attached hereto.

4. The Parish shall exercise due care in making disinterments, but shall assume no liability for damage to cremated remains, urns or other cremation containers, or niche fronts in making a disinterment in accordance with written instructions of the next of kin and Certificate Holder or his or her duly authorized representatives.

#### **G. MEMORIALS AND INSTALLATION**

1. Particularized rules and regulations related to engraving of the niche fronts and installation of memorials for individual Parish columbaria are set out in Exhibits attached hereto.

2. A Parish Columbarium is a place that serves the faithful and witnesses to the Good News of Jesus Christ and the hope we share in the resurrection. To this end, it is a place where signs and symbols of our Catholic faith are displayed with pride and reverence. Inscriptions on niche fronts shall not conflict with any teachings of the Church. The determination as to the appropriateness of any inscription is within the sole judgment of the Parish in consultation with church authorities.

3. The Parish reserves and shall have the right to correct any error that may be made in the location or placing of a niche front. The Parish also reserves and shall have the right to correct any inscription errors caused by Parish employees or its authorized agents, including an incorrect name or date. The Parish shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.

4. The engraved niche fronts shall be installed only by authorized contractors, employees or columbarium managers of the Parish.

**H. RESOLUTION OF DISPUTES**

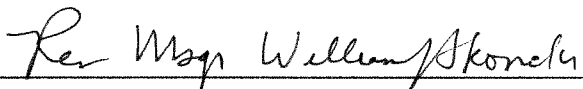
Any dispute arising out of or relating to the Parish contract, performance under the contract, or the breach thereof, including but not limited to the threshold questions of arbitrability and the formation of this arbitration agreement, or matters relating to any interment shall be solely and exclusively resolved by binding arbitration administered by the American Arbitration Association under its rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be conducted in the English language in the City of Mobile, Alabama, applying the laws of the State of Alabama. There shall be one arbitrator who shall be selected in accordance with the procedures of the American Arbitration Association. Each party shall pay one half the cost of the arbitrator. In no event shall punitive damages be awardable by the arbitrator in favor of either party, unless specifically authorized by applicable statute. Each party waives its right to jury or non-jury civil trial.

**I. MODIFICATIONS AND AMENDMENTS**

1. The Parish hereby reserves the right, at any time or times, with or without notice to Certificate Holders, to adopt new Rules and Regulations, or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request to the Parish.

2. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Parish, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable. Any such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

ADOPTED this the 15th day of February, 2023.

  
\_\_\_\_\_  
President of Parish Corporations

**Exhibit B to the  
Parish Columbarium Rules and Regulations  
Specific to St. Lawrence Parish, Fairhope, Alabama  
Exhibit B, Adopted February 15, 2023**

St. Lawrence Parish serves Catholic families in the Fairhope, Alabama area.

Location: 370 South Section Street  
Fairhope, Alabama 36532

Columbarium Contact Person: Lise Galle, Director  
Family Ministry & Evangelization  
St. Lawrence Parish  
(251) 928-5931, Extension 105  
family@stlawrencefairhope.com

Office Hours: Monday through Wednesday  
8:00 am to 12:00 pm and 1:00 am to 5:00 pm  
Thursday  
8:00 am to 11:30 am and 1:00 am to 5:00 pm  
Friday  
8:00 am to 12:00 pm and 1:00 am to 5:00 pm

Columbarium Hours: Sunrise to Sunset  
7 Days a Week

Website: [www.stlawrencefairhope.com/columbarium](http://www.stlawrencefairhope.com/columbarium)

1. The columbarium at St. Lawrence Parish is owned and operated by St. Lawrence Parish, Fairhope, Alabama.

2. Interment in the Columbarium shall not be allowed on Sundays, Holy Days or during the Triduum.

3. Tent and chairs set ups shall not be allowed in the Columbarium area. In the event of inclement weather, services shall be moved to the pavilion at the discretion of the Parish.

4. The fees identified in the Price List, attached hereto and made a part hereof by reference, are payable to St. Lawrence Parish, Fairhope at 370 South Section Street, Fairhope,

AL 36532. The Price List can be found on the Parish website at [www.stlawrencefairhope.com/columbarium](http://www.stlawrencefairhope.com/columbarium).

5. Interment rights may be purchased by scheduling an appointment with the Columbarium Contact Person identified above.

6. Interment rights in the Columbarium may be purchased by St. Lawrence Parish active and former parishioners and their family members. The Parish reserves the right to make exceptions upon request.

7. St. Lawrence Columbarium offers 12" x 12" x 16" niches. Each niche will accommodate the cremated remains of two (2) people.

8. All cremated remains must be in a permanent, durable urn or cremation container no larger than 5.5" x 5.5" x 9". The Parish recommends purchasing the urn for interment through the Parish. In the discretion of the Parish, another urn that may have special meaning may be used if it fits in the niche.

9. The Parish shall determine the font size and type for the Columbarium niche fronts which shall be uniform for all niche fronts. The Parish shall exclusively provide the engraving on niche fronts. The inscription shall be the deceased's first name, middle name, and surname with the birthdate and death date unless the entire inscription will not fit on the niche front. In that event, the niche front may contain initials for the first and middle names in order to maintain a uniform appearance for all niche fronts. No other lettering is allowed without permission of the Parish.

10. Cremation niche decorations which are either placed on the floor, or freestanding easels, or on wrought iron stands are only allowed at the time of interment, otherwise, they are strictly prohibited.

11. Flowers shall be allowed in the columbarium area at the time of interment and in the base of the columbarium foundation set up for that purpose. Fresh flowers shall be allowed to remain in the columbarium area for a period of two (2) weeks. Artificial flowers shall be allowed to remain in the columbarium area until they become unsightly, as determined by the Parish. Attachment of any flowers, wreaths, signs, insignia or any other adornment to any niche is strictly prohibited. Any violation of this rule shall cause the immediate removal of same without prior notice or compensation to any party.

# ST. LAWRENCE PARISH COLUMBARIUM

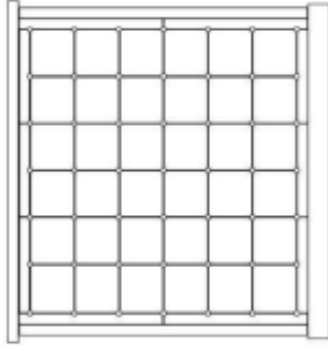
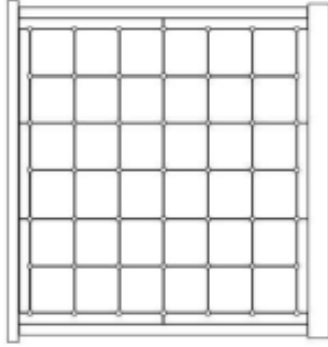
## Price List

**Sales Prices:**

Niche 12" x 12" x 16"    \$1,200.00  
 Urn 5.5" x 5.5" x 9"        \$100.00

**Interment Fees:**

Open/Close            \$150.00 Each Interment  
 Engraving            \$350.00 Each Interment



1-A	2-A	3-A	4-A	5-A	6-A
7-B	8-B	9-B	10-B	11-B	12-B
13-C	14-C	15-C	16-C	17-C	18-C
19-D	20-D	21-D	22-D	23-D	24-D

25-A	26-A	27-A	28-A	29-A	30-A
31-B	32-B	33-B	34-B	35-B	36-B
37-C	38-C	39-C	40-C	41-C	42-C
43-D	44-D	45-D	46-D	47-D	48-D
49-E	50-E	51-E	52-E	53-E	54-E
55-F	56-F	57-F	58-F	59-F	60-F

61-A	62-A	63-A	64-A	65-A	66-A
67-B	68-B	69-B	70-B	71-B	72-B
73-C	74-C	75-C	76-C	77-C	78-C
79-D	80-D	81-D	82-D	83-D	84-D
85-E	86-E	87-E	88-E	89-E	90-E
91-F	92-F	93-F	94-F	95-F	96-F

97-A	98-A	99-A	100-A	101-A	102-A
103-B	104-B	105-B	106-B	107-B	108-B
109-C	110-C	111-C	112-C	113-C	114-C
115-D	116-D	117-D	118-D	119-D	120-D