

MESSIAH LUTHERAN CHURCH

MADISON, AL

Columbarium Subscription Agreement

Update Approved by MLC Council, September 12, 2024

WHEREAS, THE UNDERSIGNED Subscriber(s) desire(s) to purchase from Messiah Lutheran Church, Madison, Madison County, AL, the privilege of use of space in the Columbarium; the subscriber(s) do hereby agree to be bound by the following terms and conditions:

1. As used in this agreement, the word "niche" shall refer to a designated space in the Church Columbarium to be used for the interment of the ashes of one deceased, cremated person.
2. The cost for use of each niche is \$200.00.
3. No interest in property, real or otherwise, is conveyed to the Subscriber(s); instead the Subscriber(s) shall have the privilege only of the use of the niche as described in Paragraph #1 above for the cremated remains.
4. The Church will provide, at its own expense, a uniform nameplate with the name, date of birth, and date of death of the deceased person whose remains are placed in the niche. The size, materials used, engraving, and appearance of the nameplate shall be governed by the Columbarium Committee of the Church. No other plate, sign, writing, decoration, flower arrangement, or other item, other than that approved by the said Columbarium Committee shall be placed on the niche.
5. The niche cannot be transferred to any person or entity by the Subscriber(s). Should the Subscriber(s) move away from the area and/or no longer want(s) use of the niche, the niche(s) may be surrendered to the Church for resale by the Church. Requests to surrender the niche shall be given to Messiah Lutheran Church in writing by the Subscriber or Executor of Subscriber's estate. If the Columbarium Committee determines that the owner of a niche has died and that the family or executor does not intend to use this niche, the Columbarium Committee will make a good faith investigation into the status of the niche. Following the committee's recommendation, the Council may rescind the approval of this Agreement and return subject niche to the status of unassigned. There will be no refund for any returned or surrendered niche(s). (2024 change)
6. The Church shall render only that degree of care to the physical structure of the Columbarium that it accords to the remainder of the Church premises, and shall be responsible for no other or greater degree of care. The ashes and receptacles in which they are placed will not be covered by the Church insurance policy, or any other insurance coverage procured by the Church. The Subscriber(s) shall indemnify and hold harmless the Church for any loss, damage, or casualty to the niche or its contents. After attempting to contact next of kin, the Church will make required relocations for all niches in case of Church damage or reorganization. (2024 change)
7. Any interment shall be conducted by an ordained pastor of the Lutheran Church or by such other clergy as approved by the Messiah Lutheran Pastor or in absence of the Pastor, by the Executive Committee. All interments will be consistent with practices of the Lutheran Church.
8. Following the recommendations of the Columbarium Committee, the use of the Columbarium, and all appurtenances thereto, are subject to the absolute discretionary control of the Church Council. Their decisions shall not be subject to the review of any civil court, authority, or other tribunal.

9. Following the recommendations of the Columbarium Committee, the Church Council reserves the right to make, amend, and repeal, from time to time, without prior notice, the rules and regulations governing the use of the Columbarium, including the terms of this Columbarium Subscription Agreement, as it, in its absolute discretion, deems to be in the best interest of the Church.
10. Changes in rules and regulations governing the use of the Columbarium (see #8 and #9 above) shall be communicated in writing to Subscriber or, if Subscriber is deceased, a good faith effort will be made to contact next of kin. Changes in rules and regulations will also be published in the Messiah Lutheran Church newsletter. Next of kin may at any time request in writing to Messiah Lutheran Church Council to have the ashes returned to possession of next of kin. Following a recommendation from the Columbarium Committee, the Council will act on that request at Council's next regularly scheduled meeting. (2024 change)
11. The undersigned Subscriber(s) hereby makes application for one single niche (for a single interment) for \$200.00 or two niches (behind a single cover, for two interments) for \$400.00

IN WITNESS WHEREOF, the undersigned certifies that he or she, or they, has/have read the the current Columbarium Policy, the foregoing agreement and agrees to be bound thereby on this ___ day of _____ in the year _____.

Subscriber(s) printed name(s)

Address

Phone

Non-Spouse Next of Kin:
Name, Address, Phone, Relationship

Subscriber(s) signature(s) _____

ACCEPTANCE BY COLUMBARIUM COMMITTEE

The foregoing Columbarium Subscription Agreement is hereby approved and accepted on behalf of Messiah Lutheran Church of Madison, AL on this ___ day of _____ in the year _____.

Messiah Lutheran Church
Columbarium Committee

Signed: _____

Niche Assigned: _____
Received payment of \$ _____

9.12.2024

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