

The Memorial Chapel
at
All Saints-by-the-Sea

A California Nonprofit Religious Corporation
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Policies and Procedures for the Memorial Chapel

By action of its Vestry, All Saints-by-the-Sea, hereinafter called the “Church”, has established a Memorial Chapel within the Sanctuary with provision for banks of columbarium niches within the Memorial Chapel for the interment of the cremated remains of eligible persons (the “Niches”) and with provision for banks of memorial plaques within and outside of the Memorial Chapel for the memorialization of eligible persons (the “Plaques”). The following Policies and Procedures have been adopted by the Vestry for the administration and maintenance of the Memorial Chapel. These Policies and Procedures may be amended from time to time by the Vestry in such manner as it shall determine to be in the best interest of the Church. Written notice of each such amendment shall be given to each Purchaser and Alternate (as such terms are defined herein).

1. A Niche or a Plaque may be purchased for current or future use. A Niche or a Plaque may only be purchased by or for a Member of the Church and may be used only for the interment of the cremated remains or the memorialization, as the case may be, of such Member or a Family Member of such Member.
2. As used in these Policies and Procedures, the term “Member” means any person 16 years of age or older who is attendant upon the services of the Church, is a baptized communicant, and is supportive of the Church through pledge or gift; the term “Purchaser” means a Member by or for whom a Niche or Plaque is purchased; and the term “Family Member” means a spouse or domestic partner of the Purchaser or a sibling, parent, grandparent, child, grandchild, aunt, uncle, niece or nephew of the Purchaser, whether biological, adoptive or step.
3. Upon execution of the contract of purchase of a Niche, the Purchaser shall execute a Reservation of Right of Use of a Columbarium Niche, designating up to two eligible persons (who may be the Purchaser and a Family Member or two Family Members) whose cremated remains are to be interred in the niche (“Designees”), and, if the Purchaser so wishes, designating a Family Member of the Purchaser who is authorized to change Designees following the death or legal incapacity of the Purchaser (an “Alternate”). If no Alternate is designated, the Purchaser’s surviving spouse, or if none, the Purchaser’s heirs as specified by California law shall have such authorization in the case

- of the Purchaser's death, or the Purchaser's legal representative shall have such authorization in the case of the Purchaser's legal incapacity. During the Purchaser's lifetime, the Purchaser may change the persons named as Designees and/or as Alternate by written notice to the Church Rector, provided that such substituted Designee or Designees and/or Alternate are Family Members of the Purchaser, and after the Purchaser's death or legal incapacity the same right shall apply to the person, if any, designated as Alternate as of the date of death or legal incapacity of the Purchaser or, if none, the Purchaser's surviving spouse or heirs specified by law, in the case of death, or the Purchaser's legal representative, in the case of legal incapacity.
4. Upon execution of the contract of purchase of a Plaque, the Purchaser shall execute a Reservation of Right of Use of a Memorial Plaque designating an eligible person (who may be the Purchaser or a Family Member) to be memorialized by the Plaque (a "Designee"), and, if the Purchaser so wishes, designating a Family Member of the Purchaser who is authorized to change such Designee (if other than the Purchaser) following the death or legal incapacity of the Purchaser (an "Alternate"). If no Alternate is designated, the Purchaser's surviving spouse, or if none, the Purchaser's heirs as specified by California law shall have such authorization in the case of the Purchaser's death, or the Purchaser's legal representative shall have such authorization in the case of the Purchaser's legal incapacity. During the Purchaser's lifetime, the Purchaser may change the persons named as Designee and/or as Alternate by written notice to the Church Rector, provided that such substituted Designee and/or Alternate are Family Members of the Purchaser, and after the Purchaser's death or legal incapacity the same right shall apply to the person, if any, designated as Alternate as of the date of death or legal incapacity of the Purchaser or, if none, the Purchaser's surviving spouse or heirs specified by law, in the case of death, or the Purchaser's legal representative, in the case of legal disability.
 5. Niches and Plaques are numbered in the records of the Church and the Purchaser at time of purchase shall select a Niche and/or a Plaque from among those available and unsold at the time of purchase. Legal title to the Niches and Plaques shall at all times remain in the Church. Purchasers shall receive a personal property right only, subject to all of the terms of these Policies and Procedures, and shall receive no real property interest in the Niches or Plaques or in Memorial Chapel or any part thereof.
 6. Each Niche has the capacity to hold two separate urns containing the cremated remains of the Purchaser and/or Family Members of the Purchaser. Each Plaque has the capacity for the inscription of the name and dates of birth and death of a Purchaser or a Family Member.
 7. Nothing other than the cremated remains of the Purchaser or Family Members shall be placed in an urn interred in a Niche, and no personal items shall be placed in or on a Niche or Plaque. Flowers may be placed in the Memorial Chapel with the approval and with the supervision of the Church Flower Guild.

8. Access to the Memorial Chapel is authorized at any time that access to the Sanctuary is authorized, except during a Committal service. Access to the Memorial Chapel at other times is subject to prior permission of and arrangement with the Church Rector.
9. The price of each Niche is \$6,000, subject to the Vestry's power of amendment from time to time, payable in full upon execution of the contract of purchase. This price includes the perpetual right to the use of the Niche, plus the following supplied by the Church: two urns, inscription on the stone faceplate of the Niche of the names and dates of birth and death of up to two Designees whose cremated remains are interred, and perpetual care. The Purchaser may substitute an urn or urns having dimensions compatible with those of the Niche at the Purchaser's election, without adjustment of the niche pricing, but all faceplates and inscribing shall be supplied by the Church and shall be uniform among all Niches.
10. The price of each Plaque is \$1,000, subject to the Vestry's power of amendment from time to time, payable in full upon execution of the contract of purchase. This price includes the perpetual right to use the Plaque, inscription on the stone face of the Plaque of the name and dates of birth and death of the Designee memorialized on the Plaque, and perpetual care. All plaques stone and subscribing shall be supplied by the Church and shall be uniform among all Plaques.
11. In the event that a Purchaser wishes to surrender an unused Niche, the Purchaser may give irrevocable notice to this effect to the Church Rector, whereupon all rights to the Niche shall revert to the Church and the Church's sole obligation shall be to remit to the Purchaser the original Niche purchase price paid by the Purchaser, when and if said Niche is purchased by another Purchaser.
12. In the event that no interment in a Niche shall have occurred within 60 days after the date of death of the last to survive of the group consisting of the Purchaser, the Alternate and the Designees, all rights to the niche shall revert to the Church and the Church's sole obligation shall be to remit to the estate of the Purchaser the original Niche purchase price paid by the Purchaser, when and if said Niche is purchased by another Purchaser.
13. An urn containing cremated remains may be removed from a Niche only at the written request of the legal representative of the Designee whose cremated remains are contained therein. The Church will require the written instruction of the following legal representative in the order indicated: the surviving spouse or domestic partner, or if none, a majority of the surviving children, or if none, the surviving parents, or if none, a majority of surviving siblings, in each case biological, adoptive or step. The written instruction must be accompanied by a release and indemnity in form satisfactory to the Church Rector, releasing and indemnifying the Church, its clergy and lay leadership and its members from any liability with respect thereto. No substitution of other cremated remains shall be permitted, and if following such removal the Niche contains no cremated remains, all rights to the Niche

- shall revert to the Church and the Church shall have no obligation with respect thereto.
14. Interments shall be in conjunction only with the Episcopal Committal Service.
 15. A Purchaser's or Alternate's rights may not be assigned, transferred or inherited and shall not be subject to the rights of creditors.
 16. The Church will endeavor to exercise reasonable care in the maintenance of the Memorial Chapel, the Niches and the Plaques, but the Church, its clergy and lay leadership, and its membership shall not incur any liability of any kind or character whatsoever for any loss or damage to any of the foregoing or to the urns or cremated remains interred in the Columbarium, and by executing a contract of purchase of a Niche or Plaque the Purchaser releases each of them from any such liability.
 17. In the event that the Sanctuary is no longer owned by the Church or the Diocese of Los Angeles (or an affiliate thereof) or is demolished (whether by intent or by accident), the Church shall, and is authorized to, relocate the cremated remains contained in the Columbarium and the Plaques to another duly licensed columbarium location of the Church's selection.

Adopted April 29, 2017