

## **REGULATIONS AND CONDITIONS GOVERNING THE USE OF THE COLUMBARIUM IN MEMORIAL GARDEN**

The use of the Columbarium and the allotment of niches therein are governed by the Village of Middlefield, Ohio (hereafter referred to as “the Village”), subject to the following regulations and conditions:

1. Reservations of the right to inter in a niche in the columbarium are made when a Columbarium Agreement is signed by both an authorized representative of the Village and the Purchaser. The Agreement contains payment options. If payment is not made at the time specified in the Agreement, the Purchaser will forfeit and relinquish the right to inter in the assigned niche until payment in full is received. Upon request, a Purchaser wishing to forfeit will be reimbursed for payments previously made less a \$500.00 reservation fee.
2. Capacity of each niche is limited to two urns. The space for each urn is a “unit” of a niche. Inscriptions on the covers of niches will be limited to the name, date of birth and date of death of the deceased and brief epitaph. Names shall be without “title” or “nickname”. Lettering is standards for all inscriptions. ***Village shall select Insciber.***
3. Each Columbarium niche will be assigned a specific number. Specific niches for the inurnment of cremated remains may be purchased by persons upon payment of designated fee and execution of required documents. A schedule of current required fees is attached as part of the interment agreement. The fees may change in the future as recommended by the appropriate Committee of Village Council and upon approval by Village Council.
4. Cremated remains may not be removed from the Columbarium without written consent of the Village and the surviving spouse or the next of kin of the deceased. If such consent cannot be obtained, the remains may not be removed.
5. The use of the niche shall be limited to the cremated remains of such persons as are designated in writing by the Purchaser at the date of issuance of the Columbarium Agreement. Such designation may be changed by the Purchaser during his/her lifetime by written notice to the Village or at his/her death by an appropriate designation in his/her last will and testament admitted to probate, unless such probate shall have been waived by the Village. The right to inter shall not pass by any residuary or other general clause of a will unless specific reference is made to such right.

6. If a niche is voluntarily vacated or the right to inter is relinquished, all rights with respect to such niche revert to the Village, which will refund Purchaser payments less a \$500.00 reservation fee. If no units in a niche are to be used (or are not effectively designated) all rights with respect to such niche revert upon the death of the Purchaser (or his designee) to the Village.
7. If any niche is not used within 75 years of allotment and the family is not longer known, the Village will be free to re-allot such niche.
8. Transfer, bequest or change or the right to inter shall not be made without the approval of the Village, and shall not be effective until entered in the Columbarium register. The legal title to all niches shall at all times remain the Villages. The Purchaser involves no ownership in the Columbarium and its property.
9. The Village reserves the right to refuse to accept an urn which, in its judgment, will not provide permanent interment, or will not permit use of the niche to its stated capacity, or for any other reasonable grounds.
10. The Village will arrange for the opening and closing of niches at time of interment.
11. The Village will not supply urns or any engraving thereon. The Village will arrange, on due request, an inscription on the cover of the niche, at the cost of such work. The cost of the inscription will be paid for by the Purchaser.
12. The use of any ornamentation on or proximate to any niche by any Purchaser is prohibited.
13. The Village will endeavor to protect all urns deposited in the Columbarium, assuming such responsibility with respect to them as it affords its own property.
14. Should it be necessary for the Village to relocate the Columbarium to a different location, it shall be the responsibility of the Village to provide facilities equal to those now existing for the re-depositing of urns committed to its care and the Village shall make every reasonable effort to locate and notify surviving heirs as to the new location.

15. The Cemetery Sexton shall be the custodian of all books and records of the Columbarium, including all Certificates of Purchase of Columbarium niches. Such records of the Columbarium shall include, but not be limited to, the name(s) of the deceased in each inurnment; the deceased's dates of birth and death, and the deceased's next of kin or legal representatives shall be included therein. The Cemetery Sexton shall also maintain a list of the persons who have reserved niches, together with the names of the next of kin or legal representatives of such persons as chart or diagram designating by number each niche.
16. It shall be the responsibility of the Purchaser to keep the Village advised at all times of the current mailing addresses of themselves, the person for whom the niche is purchased, and of the next of kin of the designee. The Purchaser will normally be the individual that the Village would contact for any reason.
17. The Village Fiscal Officer shall keep a record of all income and expenses associated with the construction and maintenance of the Columbarium, which books and records shall be open and available for inspection upon reasonable request. The Village will receive all payments and disburse all expenditures of the Columbarium and keep a separate accounting of these payments and expenditures. Any surplus revenues generated after all expenditures have been satisfied will be maintained to provide for future improvements and maintenance of the Columbarium Memorial Garden.
18. These regulations and conditions may be altered, amended, or repealed by the Village. Any altered, amended or repealed regulations and conditions will be provided to Purchasers on record at the time of change.