

INTERMENT
RULES, REGULATIONS, TERMS AND CONDITIONS
FIRST PRESBYTERIAN CHURCH OF KNOXVILLE, TENNESSEE
(revised, November 2018)

WHEREAS, the First Presbyterian Church of Knoxville, Tennessee (“Church”) has from our earliest days honored the mortal remains of those have lived, loved, and faithfully served our Creator, as evidenced in the historic graveyard on the church property (said-church property was a gift from James White, Knoxville’s pioneer founder, for establishment of a graveyard and a church).

WHEREAS, the historic graveyard has been closed for over 150 years to the traditional pattern of interment of casket and body.

WHEREAS, the Session of the Church has approved alternative means to honor the mortal remains of those have lived, loved, and faithfully served our Creator in the establishment of multiple sites for the Interment of a person’s cremated remains (“Cremains”).

WHEREAS, it is deemed appropriate for the administration and operation of the Interment of Cremains be governed by reasonable rules and regulations as may be amended from time to time;

NOW, THEREFORE, the following rules, regulations, terms and conditions shall be applicable to Interment at the First Presbyterian Church of Knoxville:

1. Definitions: The following definitions shall apply to these Rules and Regulations (hereinafter sometimes “Rules” or “Rules and Regulations”):
 - a. “Cremains” shall mean a person’s cremated remains.
 - b. “Interment” shall mean the disposition of cremains—i.e., the location and the manner (e.g., in an urn, scattered, or buried).
 - c. “Purchaser” shall include the person(s) who procures or otherwise purchases the right to Interment in the approved sites on church property, together with all persons permitted to succeed to Purchaser’s interest pursuant to paragraph 8 herein below.
 - d. “Designee” shall mean the person or persons selected for interment.
 - e. “Columbarium” shall mean a wall of Niches for the interment of Cremains.
 - f. “Niche” shall mean the space within the wall of a Columbarium in which the Urn containing the Cremains shall be placed.
 - g. “Committee” shall mean the Worship Committee of the Church as approved by the Session from time to time (including its number and makeup); said Committee to serve at the will and pursuant to the direction of the Session.
 - h. “Session” shall mean the current ruling elders of the Church as duly elected from time to time pursuant to the Presbyterian Book of Order (or successor to this constitution).
2. Custody and Control. Custody and control all Interment sites, including the right to control the maintenance and otherwise promulgate, change, modify or amend these Rules, Regulations, Terms and Conditions applicable to the operation thereof, shall at all times be vested in the

Committee, subject to the direction and control of the Session of the Church as constituted from time to time. Such custody and control shall include, but not be limited to, the following:

- a. The type, size, shape, material and design of any container of Cremains (“Urn”) or any vault holding such Urn for the purposes of interment.
- b. The type, size, shape, material, design and character of any Interment markers or faceplates or the legend and lettering thereon.
- c. The location of any Interment site.
- d. Care and maintenance of Interment sites.

In determination of any issue which may arise over the care, custody and control of the Interment sites, the Session will have final and absolute control.

3. Interment Sites: Locations may include, but not be limited to following, but in all cases must be approved by the Session:
 - a. Columbarium. Columbarium(s) shall consist of Niches, as hereinabove defined, for the interment of the Cremains of the Designee. Each Niche shall have an appropriate uniform name plate, as designed by the Committee, with the full name and dates of birth and death of the Designee. At present, there is option of an indoor Columbarium connected to the Chapel and outdoor Columbarium connected to the historic graveyard.
 - b. Historic Graveyard: Cremains will be interred within the graveyard—locations will be random AND unmarked. The Cremains join the great communion of the saints whose remains are honored, remembered, and mixed in the soil of the graveyard. An engraved stone, with the name of the Designee, will be a perpetual part of the graveyard (at present, said stones are bordering the east side of the graveyard). Said stones will NOT be put at the site of the Interment.
4. Eligibility. Interment will be only for members and former members of the Church and their immediate families, (i.e., spouse, children, grandchildren and parents, including stepchildren, grandchildren and parents) and current and former ordained ministers of the Church and their immediate families (as described above). Interment sites shall not be used for pets of any nature. The right to Interment may be purchased only by said eligible individuals or by others for use by said eligible individuals. The Committee shall have the authority to make exceptions to such eligibility requirements on a case by case basis and subject to the approval of Session.
5. Title and Property Rights. Legal title to Interment Sites shall remain at all times with the Church. Neither the Purchaser, Designee, nor any other person shall acquire property rights of any kind.
6. Reservation Privilege. The Purchaser of Interment Site hereunder shall receive a certificate attesting to his or her right for the disposition of Cremains onsite. In no event shall an interment take place until the Purchaser has paid the entire payment to the Church.
7. Retained Rights by the Church. In addition to any other rights and privileges of the Church herein, the following rights and privileges shall also be retained by the Church:

- a. The exclusive right to use a reserved Interment Site may not be sold or otherwise transferred without the Church's written consent, but it may be surrendered back to the Church.
 - b. The Church reserves the right to relocate Columbarium(s), including Niches already in use, to other location on church premises/property, should the Church find it necessary to do so.
 - c. The Committee (subject to approval by Session) may change the price for future purchases of interment options. The purchase price shall be uniform at any given time. The price in effect from time to time shall be available in the Church office upon request.
8. Assignment. No assignment of Purchaser's rights in connection with the Interment Site, (as evidenced by any written agreement with the Church or otherwise) whether voluntary, involuntary or by operation of law, shall be made or be effective without the prior written consent of the Committee in its sole discretion. Upon the death of the Purchaser, Purchaser's rights under this Agreement shall pass through the Purchaser's estate, provided, however, that such passage shall be subject to the approval of the Committee in its sole discretion. The Purchaser may request in writing to change the Designee. If the Committee refuses to approve a request to assign Purchaser's rights or to change the Designee, Purchaser may request in writing that Purchaser's agreement in connection with any Interment Site purchased, be canceled. In the event such agreement is canceled, the Church shall tender repayment of the amount paid for the purchased Interment Site. No interest or other fees of any kind will be due Purchaser in the event of such cancellation.
9. Liability. No liability of any kind or character whatsoever is assumed by the Church or the Committee (including any liability of any of the Church's ministers, officers, trustees or other employees or agents thereof) for the maintenance or preservation of the Cremains (and/or Urn) of any Designee interred onsite, nor is any liability of any kind whatsoever assumed by the Church or the Committee for any matter or thing relating to the Interment Sites, their use or subsequent maintenance. Furthermore, no Purchaser, Designee or other person shall have any right, expectation or cause of action against the Church or the Committee concerning the physical location, maintenance, security or appearance of the Interment Site. The Interment Site may be discontinued or relocated in another appropriate place (as noted in paragraph 7(b)) as the Church, in its sole discretion, may deem proper, without incurring any liability or obligation resulting from the loss, disturbance, or damage to the Cremains of any person interred.
10. Columbarium Usage Only. Multiple Inurnments in a Niche. The Niches are designed as double Niches. The placement of the Cremains of no more than two (2) deceased persons in a double Niche shall be permitted.
11. Costs. Fees, costs, and related matters in connection with any Interment of a Designee shall be as follows:
- a. The Committee, subject to the approval of Session shall, from time to time, establish the applicable fees, costs and expenses in connection with the interment, including but not limited to procurement of a Niche, Urn, Nameplate, Engraving, and the like. Said fees, costs and related expenses shall be published from time to time in a "Fee Schedule" kept

and maintained in the Church offices. Any payment due hereunder shall be paid upon receipt of an invoice or other appropriate statement by the Purchaser.

- b. The Urn used in Columbarium interments shall be obtained from the Church, and is included in the initial fee paid by the Purchaser.
 - c. The costs of cremation, including the cost of any state or local permit, are not covered by any fee or fees paid to the Church pursuant to these Rules and Regulations or any other agreement between the Purchaser and the Church, and the Church will not offer any cremation services. The appropriate legal representative of the Designee, upon said Designee's death, shall be responsible for cremation in accordance with the laws of the State of Tennessee and for any and all costs in connection therewith.
12. Miscellaneous. The following shall also be applicable to the interment of any Designee
- a. No flowers, real or artificial, will be attached to Interment Sites. The Church may provide suitable receptacles for the display of memorial flowers.
 - b. Interior Interment Sites will be open to visitors when the Church is open to the public or on special occasions; outside Interment Sites will be open when the graveyard is open.
 - c. A memorial service for the interment of Cremains will be planned by the ministers of the Church in consultation with the Designee's family. Only a minister of the Church or someone designated by such minister may conduct the services held in connection with the interment of the Cremains. No interment shall be permitted without such a service.
 - d. The Church agrees to exercise reasonable care in the maintenance of Interment Sites, but as provided in Paragraph 9, it assumes no responsibility of any kind or character for the maintenance or preservation of the Cremains of any person interred or for any loss or damage to the receptacle or Cremains of such deceased persons.
 - e. If for any reason a prepaid Interment Site as provided in any agreement between the Church and Purchaser is not used within a reasonable time following the death of the Designee, such reasonable time to be determined in the sole discretion of the Committee, such interment site shall be abandoned by the Purchaser, the Purchaser's heirs, successors or assigns, and shall revert to the sole use of the Church, and the Church shall be under no obligation to refund the payment or any part thereof related to such interment site.
 - f. Any payments made by any Purchaser in connection with interment rights as contemplated herein, shall be made without reservation or restriction and may be held in such manner and used for any lawful purpose deemed proper by the Session of the Church.
13. Director. There shall be a Director of Interment who shall have the responsibility of administering these Rules and Regulations and otherwise administering the Interment program. Said Director shall be recommended by the Committee but approved and appointed by the Session in such manner and upon such terms and conditions and with such duties and responsibilities as the Session deems appropriate in its sole discretion.

14. Entire Agreement. These Rules, Regulations, Terms and Conditions, as may be amended, along with any written agreement entered into between Purchaser and the Church in connection with the procurement of interment rights of a Designee, represent all the terms and conditions relative thereto. No amendments to these Rules and Regulations or to any such other written agreement between the Church and Purchaser shall be effective unless in writing. Provided however, and notwithstanding any provision to the contrary, the Church reserves the right, through either the Committee or the Session, to amend, change or modify these Rules and Regulations regarding Interment. Any such changes so made shall apply to and be binding upon the Purchaser.

15. Removal of Cremains (Columbarium usage only): Upon the request of a person showing evidence of due authority, as determined by the Committee, a Niche may be opened and the Cremains of a Designee and Urn therein may be removed by such person authorized by law to do so, and upon compliance by such person with all requirements of state, municipal or other applicable laws, rules or regulations. Any such opening of a Niche will be done by the Church at such time as may be convenient to it, and the full cost of any nature in connection therewith or arising as a result thereof, shall be paid by the person requesting such action. The Church may require as a condition to complying with such a request that the person making such request release, indemnify and hold the Church (including its ministers, officers, agents or other employees) against all liability and expenses (including attorney's fees) incurred in connection with such opening and/or removal. If, after the removal of the Cremains of the deceased Designee, the Cremains of another deceased Designee are still not present in the Niche, all rights to use said Niche shall revert to the Church. The Church shall refund no fees of any type to any person or estate upon such removal of inurned Cremains.

16. Records and Accounts. The Church shall maintain a record of each interment. The name of the deceased Designee in each interment, such deceased's dates of birth and death and the name of said deceased's next of kin should be included in such record. The Church shall also maintain a list of all eligible persons reserving interment sites, together with the names of the next of kin of such eligible persons. The Church shall maintain all fees, donations, bequests or other funds received by the Church in connection with Interment in a segregated account in the Special Funds Accounts of the Church.

17. Governing Law. The laws of the State of Tennessee shall govern these Rules and Regulations and all other matters in connection with Interment. Furthermore, the Interment operation/administration and any rights, obligations, requests or other matters or requests of any Purchaser, Designee, the Church or otherwise, shall be subject to and consistent with any and all applicable state and local laws, rules and regulations.

READ AND AGREED to this _____ day of _____, _____.

PURCHASER

FIRST PRESBYTERIAN CHURCH
KNOXVILLE, TENNESSEE

By: _____