

**POLICIES AND PROCEDURES
HOLY SPIRIT CATHOLIC PARISH
COLUMBARIUM AND MEMORIAL GARDEN
(Adopted December, 2012)**

I. Preface

Holy Spirit Catholic Parish, with the approval of the Bishop of the Diocese of Great Falls-Billings (Bishop), hereby establishes a Columbarium and Memorial Garden located on the grounds of its church property located at 201 44th Street South, Great Falls, Montana, which shall be dedicated to the perpetual rest and memory of deceased members of the Parish and their loved ones. These Policies and Procedures are adopted by the Parish, with the approval of the Bishop, to set forth the terms and conditions governing the administration, operation and continued maintenance the Columbarium and Memorial Garden.

II. Administration

A. Ownership

The Columbarium and Memorial Garden is owned by the Roman Catholic Bishop of Great Falls, Montana, a corporation sole, and is operated under the authority of its sole member, the Incumbent Bishop of the Diocese of Great Falls-Billings . All operations and all other matters associated with the Columbarium and Memorial Garden will be subject to the Policies and Procedures set forth below, and any amendments thereto, and will be conducted in accordance with any pertinent provisions of the Roman Catholic Church's Code of Canon Law.

B. Management

The Columbarium and Memorial Garden shall be managed by the Pastor of Holy Spirit Catholic Parish, who shall delegate day-to-day administration and operational tasks to parish employees including the Parish Administrator.

C. Advisory Committee

1. Creation

A committee of Holy Spirit Parish, known as the Columbarium and Memorial Garden Committee, ("Committee") shall be formed and maintained by the Pastor of Holy Spirit Catholic Parish as a permanent committee of the Parish.

2. Responsibilities and Authority

The Committee shall operate within and be subject to the ultimate authority of the Pastor of the Parish in a manner similar to other permanent committees of the Parish. It shall report to and consult as directed by the Pastor to the Parish Pastoral Council and Parish Finance Council. The Committee shall be consulted on all matters concerning the Columbarium and Memorial Garden including, without limitation, design, construction, maintenance, renovation, budget, finances, policies and procedures and all other questions related to the proper operation and maintenance of the Columbarium and Memorial Garden.

3. Members

a. The Committee shall consist of not less than three and not more than five members. A chairman and vice-chairman shall be selected annually by the members.

b. Terms of service shall be five years. The initial members shall be appointed to staggered terms (i.e., terms of one, two, three, four or five years) for their first term.

c. The Pastor shall make initial appointments and fill any vacancies. In the event a member resigns or is unable to serve prior to the completion of a term, the Pastor shall select a replacement to serve the remainder of the term being vacated.

d. Members may be reappointed to serve a succeeding five year term, however, no member may serve more than two consecutive terms.

e. At least a majority of the serving members shall be required for all official actions of the Committee. Decisions shall be made by consensus.

f. The Parish Administrator shall attend each meeting as a non-voting participant, and serve as the recording secretary of the Committee. Minutes shall be maintained by the Parish of all meetings of the Committee.

g. The Committee shall meet at least quarterly. The Pastor, Parish Administrator or chairperson of the Committee may call additional meetings if necessary.

III. Niche Licenses

A. Creation and Limitation of Licenses.

The Parish creates certain Niche Licenses, which are made available for purchase as provided below. A Niche License affords the holder, or holder's legal representative, the right to deposit a container holding the cremated remains (also known as "cremains") of the holder into a pre-selected, identified niche (also known as "inurnment") in a Columbarium located within the Memorial Garden at Holy Spirit Catholic Church, subject to the terms of these Policies and Procedures. No other rights are conveyed. Niche Licenses include no property rights to or easements upon the property of the Parish, including the Memorial Garden and Columbarium, but rather extend only a permissive license to use as provided herein.

B. Certificate of Niche License.

Upon purchase of a Niche License, the Parish Administrator or other authorized employee of the Parish shall issue a Certificate of Niche License in the form attached as Exhibit A, and shall enter the niche number, purchase price paid and the name and address of the purchaser and license holder upon an official register to be maintained by the Parish. The purchaser or, if different, the holder of the Niche License shall be expected to retain the original of the Certificate of Niche License among his or her other important legal papers. In the event a Certificate of Niche License is lost or destroyed, the Parish upon written request may issue a replacement Certificate.

C. Eligibility.

1. General.

The following classes of persons are eligible to hold a Niche License: (a) current or prior members of Holy Spirit Catholic Parish or any of its predecessor Parishes; (b) spouses of such members; (c) parents, siblings, children, grandparents, grandchildren (including step-parents, half-siblings, step-children, step-grandparents and step-grandchildren) of such members; and (d) spouses of any otherwise eligible person. Within such classes, no restrictions shall be imposed based on race, creed or other considerations; provided, however, that the policies, practices and beliefs of the Roman Catholic faith shall at all times be followed. In the case of any dispute or concern regarding eligibility, the Pastor of Holy Spirit Parish shall have the sole discretion to resolve the dispute or concern.

2. Exceptions.

Persons not within the above-described classes of individuals, or their representatives, may nevertheless seek permission to hold a Niche License by written request to the Pastor. The Pastor, in the Pastor's sole discretion, may approve requests in circumstances deemed appropriate by the Pastor.

D. Price and Payment Terms

1. General.

The price of a Niche License includes the right to inurnment of the holder, a nameplate to be provided by the Parish, and upkeep of the Columbarium. The price is exclusive of any other cost that may be incurred at the funeral home or anywhere else for services rendered. The price will be set forth in a price list located at the Parish Office and maintained by the Parish Administrator. On an annual basis, the Parish Administrator shall make recommendations to the Committee regarding the any necessary changes to the price list. Changes shall be effective for any Niche Licenses purchased following adoption of the new price list by the Parish.

2. Payment Terms.

In the event a Niche License is purchased after the death of the person whose cremains are to be inurned, the full price of the niche must be paid prior to

inurnment. Those purchasing a Niche License in advance of the death of the person whose cremains are to be inurned ("pre-need") may pay the purchase price in full at the time of application, or by payment of a 20% down payment and a sum equal to 1/12th of the remaining balance, due on the first day of each month thereafter until the purchase price is paid in full. No interest shall accrue on unpaid balances. No Certificate of Niche License will be issued (and no rights will be afforded to the purchaser or holder) until payment in full is received. In the event the holder of the Niche Licenses dies prior to the time the Parish receives payment in full, payment in full is required before inurnment may take place.

In the event a purchaser elects to pay over time and payment in full is not received within 12 months from the original date of purchase, the Parish shall provide written notice of non-payment to the purchaser. The purchaser shall have 30 days from the date of the written notice to cure the non-payment. If the non-payment is not cured within 30 days from the date of the written notice, the Parish may, without further notice to the purchaser or holder, return the niche subject to the purchase back into the Parish's inventory, and may thereafter freely sell a Niche License for the niche to another. Upon return of the niche to inventory, the Parish shall reimburse the purchaser fifty percent (50%) of the payments received from the purchaser and the remainder shall be forfeited. The Pastor may, in the Pastor's discretion, credit the full sum received from the purchaser towards purchase of a Niche License on another niche, provided full payment of the remaining purchase price is made at the time.

3. Returns and Refunds.

a. Purchases During Start-Up Phase.

The Parish will sell Niche Licenses prior to the commencement of construction of a Columbarium and Memorial Garden, and the proceeds from such sales are needed for the Parish to pay the budgeted initial construction costs and other start-up expenses. The Parish will not commence construction until the Committee determines, in its discretion, that sufficient sales have taken place to enable the Parish to pay the budgeted construction costs of the first phase of the Columbarium and Memorial Garden. In the event the Committee in its discretion determines that it is unable to pre-sell a sufficient number of Niche Licenses within a reasonable time following the commencement of sales, the Parish will return one-hundred percent (100%) of the purchase price paid, all Niche Licenses will be

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terminated and the Parish shall have no obligations to proceed with the construction of either the Columbarium or Memorial Garden.

In addition, in the event a holder of a Niche License purchased during the start-up phase dies prior to the dedication of the first Columbarium, the purchaser or the purchaser's legal representative may elect either to await the dedication of the Columbarium for inurnment of the holder's cremated remains or receive a reimbursement of 100% of the purchase price paid.

b. Refunds for Niche Licenses purchased after Initial Start-up Phase.

After the first unit of the Columbarium is dedicated, the following terms apply: If a purchaser, holder or legal representative of either returns the Certificate of Niche License pertaining to an unused niche, and requests in writing that the Niche License be canceled, the Parish shall (a) refund 100% of the paid purchase price if less than 10 days have passed since the Certificate Niche License was issued; or (b) refund 70% of the paid purchase price in all other circumstances. Except as provided in this and the preceding paragraph, the purchase price shall be non-refundable.

E. Transferability.

At the time of purchase, the purchaser of a Niche License shall identify the person whose remains will be inurned in the designated niche. The person to be inurned shall be the holder of the Niche License. No common or joint holding of a Niche License is permitted. The Niche License may be transferred only by gift or devise to an eligible holder. The Niche License may not be resold.

A transferee of a Niche License shall seek approval of a transfer by submitting a request to the Pastor, through the Parish Administrator, in a signed writing that attaches a copy of the original Certificate of Niche License or otherwise identifies the Niche License being transferred, the name of the person to whom the Niche License will be transferred, the circumstances of the gift or devise, and the facts reflecting that the transferee is eligible to hold a Niche License. A transfer of the Niche License shall not be effective until approved by the Pastor and a new Certificate of Niche License is issued and delivered by the Parish. Any approved transferee shall have all the rights of the original holder and shall be bound by all the terms and conditions of the original holder. The Pastor may decline approval

of transfer in the Pastor's discretion. In the event a requested transfer is refused the Parish shall, at the proposed transferee's option, either (a) immediately pay the transferee a sum equal to seventy percent (70%) of the price originally paid for the Niche License; or (b) place the niche for which the Niche License was issued back into the Parish's inventory, and, upon purchase of a Niche License for the niche to another, pay the proposed transferee a sum equal to one hundred percent (100%) of the purchase price paid by the original purchaser.

IV. Permitted Use of Niche

A. Only the cremated remains of one human within a suitable container may be placed inside a niche. Containers shall be of a size that will fit fully within the niche.

B. Inurnment shall take place in course of a religious service at which a religious or lay representative of Holy Spirit Parish is present, although others may preside at such service. The Pastor shall be consulted prior to the performance of any service not performed by approved clergy of the Roman Catholic faith and may disapprove or restrict any proposed ceremony which is not consistent with good taste and Catholic liturgical norms. Services shall be held with appropriate respect for the deceased as well as others inurned in the Columbarium and any visitors to the Memorial Gardens.

C. Arrangements for inurnment shall be made through the Pastor or Pastoral Associates. The date and time of inurnment shall be set by the Pastor or Pastoral Associates, in consideration of hours when the Parish facilities will be open and conflicting demands for the facilities. Arrangements shall be made sufficiently in advance of the scheduled inurnment to permit the verification of records and completion of all required approvals. A Certificate of Cremation (or other acceptable proof) shall accompany the cremated remains when they are presented to the Parish, for confirmation that the remains are of a holder of a Niche License. No inurnment may take place without permission of the Pastor.

D. The only item that may be placed on the front of the niche is a nameplate supplied by the Parish identifying the deceased, the date of birth and the date of death. At the time arrangements for inurnment are made, a nameplate engraving form shall be completed and its contents confirmed by representatives of

the deceased. The size, type and other attributes of the nameplate shall be in the form adopted by the Parish, and nameplates shall be prepared and installed by vendors selected by the Parish. The family of the deceased shall be responsible for any corrections to the nameplate required as the result of inaccurate information being provided at the time arrangements are made.

E. Flowers, flags, statuary or other items are not to be placed in, on or around the Niche or the Columbarium. Areas will be set aside within the Memorial Garden where fresh cut, natural flowers may be placed. No other placement of items is permitted. The Parish may remove faded flowers and any non-permitted items. Any items removed shall be discarded.

V. Removal.

Containers and enclosed cremains may be removed from the Columbarium only by family members of the inurned person or other authorized person who have made prior arrangements with the Pastor or Parish Administrator. Upon removal, no refunds of the purchase price will be made, and the Niche License will be deemed terminated. Family members will be responsible with all costs associated with the removal. The Parish shall establish and maintain a Removal Fee to be charged for this purpose.

VI. Compliance with Laws

All inurnments and removals shall comply with applicable state and municipal laws and will be subject to any required governmental permit.

VII. Notice, Non-Use.

The holder of a Niche License is requested to notify the Parish of any change of mailing address. In the event the Parish establishes that the last known holder of a Niche License has died, the Niche has remained unused for a period of 3 years following the date of death and the Parish has not received a request to transfer the

Niche License to another holder, the Parish may in its discretion deem the License terminated, and may sell a license for the use of the Niche to another person.

VIII. Discontinuation of Use of Columbarium

Holy Spirit Catholic Parish intends to operate and maintain the Columbarium at Holy Spirit Catholic Church in perpetuity. In the unlikely event the Bishop of the Diocese of Great Falls-Billings determines that Holy Spirit Church should cease to serve as a Church and that relocation of the Columbarium is appropriate, the Columbarium and any inurned cremated remains will be relocated to suitable location, in accordance with Diocesan standards, with records being maintained of the relocation.

IX. Memorial Garden

A. The Parish hereby establishes an area surrounding the Columbarium, on the east side of its building, to serve as a Memorial Garden, subject to the terms set forth in these Policies and Procedures.

B. The purpose of the Memorial Garden is to provide a place of quiet respect for those inurned in the Columbarium, a place honoring the memory of other deceased family and friends, and a place for outdoor prayer, liturgy and worship by the community.

C. The Committee will oversee the design, funding, construction, renovation and maintenance of the Memorial Garden. Design, funding, and construction of the Memorial Garden may take place in a number of phases.

D. The Committee may designate pre-selected design elements (bricks, stones, pavers, pathways, beds, flowers, shrubs, trees and other landscaping or garden elements) to serve as memorials. Purchasers of memorials shall be entitled to designate a person to be memorialized through specific design elements. The Committee shall set and maintain a standard list of memorial items with corresponding price levels. Memorials may be purchased through the Parish Administrator, who will require purchasers to complete and confirm the

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information to be contained within a memorial nameplate to be provided by the Parish.

E. Memorials may be purchased to honor the memory of any deceased human, regardless of whether their cremated remains are inurned in the Columbarium and regardless of their race, creed, parish membership or other characteristics. In rare cases, in which inclusion of a memorial for a person is deemed by the Committee and the Pastor to be inappropriate due to specific, identified concerns for the dignity of the Memorial Garden or the Parish, the Pastor may refuse or restrict such a memorial.

F. Memorials and other elements of the Memorial Garden will be designed and procured by the Committee. Persons wishing to have other items installed in the Memorial Garden may apply for permission to do so in a written request to the Committee, which may require the submission of drawings and other information necessary to determine the appropriateness of the additional memorial item. Requests may be approved or rejected by the Committee and the Pastor in their complete discretion. The Parish reserves the right to require that persons seeking permission for the inclusion of other items in the Memorial Garden bear all costs associated with the installation.

G. All memorial items installed in the Memorial Garden shall be the property of Holy Spirit Catholic Parish and may not be removed without written permission from the Committee and the Pastor.

H. Following the formal dedication of the Memorial Garden, it shall be open to the public during the normal operational hours of the Parish Office. Within such hours, public access to the Memorial Garden may be limited due to services being held in the Church, inurnments are taking place at the Columbarium, hazardous weather conditions, or the presence of other circumstances warranting such closure.

I. The Committee may recommend and the Parish may adopt additional rules and regulations governing the operation of the Memorial Garden and the conduct of visitors which will become effective as provided for in Section XV, below.

X. Modifications to Columbarium and Memorial Gardens.

The Parish reserves the right to modify the physical layout of the Columbarium and Memorial Gardens in the future, including constructing additional niches, moving the Columbarium within the Memorial Garden, changing the location of the boundaries of the Memorial Garden, and changing the landscaping found within the Memorial Garden by removing or adding walkways, shrubs, beds and other elements.

XI. Correction of Errors.

The Parish reserves the right to correct, without penalty or other compensation, any errors that may be made in the course of inurnments, removals or the issuance of a Certificate of Niche License.

XII. Liability.

The Roman Catholic Bishop of Great Falls, Montana, a corporation sole, the Incumbent Bishop of the Diocese of Great Falls-Billings, the Diocese of Great Falls-Billings, Holy Spirit Catholic Parish, the Committee and any officers, agents, employees, parent or subsidiary entities and any person affiliated with such entities shall have no liability for any natural or man-made conditions found in the Columbarium or Memorial Garden, any actions with respect to the inurnment of cremains or the placement of memorials, or any acts of vandalism or theft to the Columbarium or Memorial Garden which the Niche License Purchasers and Holders acknowledge and agree are beyond the control of the Parish within the normal course of its operations.

XIII. Finances.

A. The Parish shall establish a separate fund on the books of the Parish in the name of the Columbarium and Memorial Garden Fund (hereinafter "Operating Account").

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B. The Parish shall establish a separate fund on the books of the Parish in name of the Perpetual Care Fund (hereinafter "Maintenance Reserve Account") for the perpetual maintenance of the Columbarium and Memorial Garden.

C. Initially, eighty-Five percent (85%) of the purchase price of each Niche License and each Memorial shall be retained in the Operating Account, and fifteen percent (15%) of the purchase price shall be deposited into the Maintenance Reserve Account. All costs associated with the initial design and construction of the Columbarium and Memorial Gardens shall be paid from the Operating Account. Upon receipt of funds deemed sufficient by the Committee to complete construction of the initial phase of construction of the Columbarium and Memorial Gardens, the Committee may in its discretion elect to continue the foregoing division of proceeds to fund further phases of construction. In the event the Committee determines that all phases of the construction of the Columbarium and Memorial Garden are complete, one hundred percent (100%) of the sale proceeds shall then be deposited into the Maintenance Reserve Account.

D. The Parish deems proper and perpetual care, maintenance and renovation of the Columbarium and Memorial Garden to be essential, and therefore establishes the Maintenance Reserve Account to ensure sufficient funds will be available for weekly, seasonal and yearly maintenance and upkeep, as well as periodic renovation projects in the future. Following initial construction of the Columbarium and Memorial Garden, the Committee shall adopt policies and procedures for regular maintenance and upkeep, and establish an initial budget for maintenance expenditures. The Committee shall be responsible thereafter for reviewing maintenance practices on a seasonal and annual basis, and establishing a budget for each following year's maintenance expenses. The Committee's annual budget shall include adding funds to the Maintenance Reserve Account to ensure sufficient funds are available for maintenance and upkeep when Niche Licenses and Memorials are no longer being sold.

E. A separate endowment fund may be created, entitled the Holy Spirit Memorial Garden Endowment, which shall annually pay all income and realized capital gains to the Maintenance Reserve Account.

F. The payment of all fees and charges associated with the Columbarium or Memorial Garden shall be made to the Parish Offices payable to The Holy Spirit Columbarium and Memorial Garden Fund. No additional fees or other payments may be charged or received by the Parish, its Pastor, members of the Committee or

any other person in exchange for any exercise of discretion afforded them in these Policies or Procedures. The funds associated with the Columbarium and Memorial Garden shall be held and administered in accordance with the rules and regulations adopted by the Diocese of Great Falls-Billings, as they may be amended from time to time.

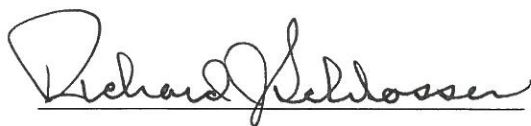
XIV. Entire Agreement.

These Policies and Procedures, including any amendments, and the Certificate of Niche License issued to the holder contain all the terms and conditions agreed to between the Parish, the Niche License holder and the Niche License purchaser. No oral or written statement outside these documents shall bind the Parish of the Diocese.

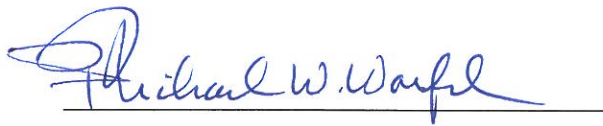
XV. Amendment.

These Policies and Procedures may be amended from time to time by a writing adopted by the Committee, and approved in writing by the Pastor of Holy Spirit Catholic Parish and the Incumbent Bishop. Amendments will be effective upon such approval. Any rights and obligations created by these Policies and Procedures are subject to being modified in such a manner.

Adopted and Approved:

A handwritten signature in black ink, reading "Richard J. Schlosser", written over a horizontal line.

Rev. Richard J. Schlosser
Pastor, Holy Spirit Catholic Parish

A handwritten signature in blue ink, reading "Michael W. Warfel", written over a horizontal line.

Most Rev. Michael W. Warfel
Bishop, Diocese of Great Falls-Billings

