



RULES AND REGULATIONS

THE COLUMBARIUM AT WEST VIRGINIA WESLEYAN COLLEGE

The following rules and regulations for The Columbarium at West Virginia Wesleyan College (the "Columbarium") are currently in effect at West Virginia Wesleyan College ("WVWC") and are attached to, made a part of, and expressly incorporated in the Donation/Purchase Agreement (the "Agreement"). Capitalized terms used herein shall have the same meanings as in the Agreement. Should a conflict exist between the Agreement and these Rules and Regulations, the latter shall control.

Eligibility

Interment in The Columbarium is generally reserved for current students, alumni, faculty, staff, trustees, and donors of WVWC, together with their respective family members and, in addition, such friends of WVWC as are approved by WVWC as more specifically set forth in the Agreement. The purchase of a single niche reserves a space for one or two urns therein.

Fees

Upon meeting the eligibility requirements, an interment fee shall be made payable to WVWC at the time of execution of the Agreement, 50% of which is to be regarded as a tax-deductible contribution to WVWC, as more particularly set forth in the Agreement. Said interment fee shall vary depending upon whether a given niche holds the cremains of one individual (single) or two individuals (companion). The Agreement permits the use of one or two niche(s) in the Columbarium. See the attachment hereto for the urn specifications. The donation/purchase price does not include the cost of urn purchase, cremation, transportation, and other off-premises costs, which remain the responsibility of the Donor/Purchaser.

WVWC reserves the right to change the fees.



Niche

As set forth above, up to two (2) urns can fit into a single niche, making it a companion niche. The Donor/Purchaser shall ensure that the urn(s) are correctly sized to fit into the opening. With the metal fronts, the Donor/Purchaser can use the standard receiving container supplied by the funeral home and not have to purchase an urn. Two (2) standard receiving containers will fit into a single niche opening.

When the Agreement has been accepted, the Donor/Purchaser will select a niche from the available niches, according to the niche inventory attached hereto, made a part hereof, and expressly incorporated herein by this reference.

Certificate of Cremation

A Certificate of Cremation must accompany the cremated remains before WVWC will place an urn in a niche.

Transfer of Rights

The Agreement creates a revocable license that is personal to the Donor/Purchaser and creates no interest in real estate or property. Agreement holders shall not be permitted to transfer their rights under the Agreement. This rule does not impair an Agreement holder's rights to terminate the Agreement within thirty (30) days of its execution. In the event the niche is not utilized within three (3) years of the last of a group of Donors/Purchasers to pass and/or the settlement of the estate, the license shall expire. However, exceptions to this provision may be granted at the sole discretion of WVWC, provided that timely and open communication is maintained between the Donor(s)/Purchaser(s), their representative(s), or estate executor(s), and WVWC prior to the expiration period.



Removal: Cremains remain the property of the family or the estate of the deceased. If cremains from one or both persons listed on the Certificate of License Ownership have been interred in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to WVWC, with no compensation due to the Donor/Purchaser's estate.

Niche Plate

For each niche, WVWC will order an 8" x 8" niche plate and have it installed by authorized WVWC personnel. The niche plate will include name, birth and death dates, and up to four (4) words of additional inscription.

An authorized inscription order form, provided in the Columbarium packet, will be required from a family member or designated individual. The Office of Advancement and Alumni Relations can provide replacement forms, if necessary.

Grounds

WVWC will maintain the niche units. Personal items, flowers, and/or decorations will not be permitted within the Columbarium.

To preserve the integrity of the Columbarium, only authorized WVWC personnel shall open niches.

Niches shall be used solely for the interment of cremated human remains and no other purposes.

WVWC shall not be liable for any loss of or damage to urns or cremains of any deceased person.



WVWC reserves the right, in its sole and absolute discretion, to bring or cause to be brought any action for trespass or otherwise, civil or criminal, against any person or persons who disturb a niche, its contents, or any part of the Columbarium, who do so without proper authority, or who fail to leave the premises of the Columbarium when requested to do so by WVWC, its agents, officers, employees, or designees.

In the event that the Columbarium requires repair to maintain its integrity, the Agreement holder agrees to permit the temporary removal of any cremains by authorized WVWC personnel until those repairs are completed.

Administration

The Office of Advancement and Alumni Relations and the Office of Religious & Spiritual Life shall jointly administer the Columbarium

Promulgation of Rules and Regulations

WVWC may add to, delete, or amend these rules and regulations for the Columbarium, including, without limitation, the purchase fees, at its election and at any time. Agreement holders are encouraged to maintain current contact information with the Office of Advancement and Alumni Relations.