

# THE GARDEN AND COLUMBARIUM

*at*

## KELLEY PRAYER CHAPEL

 OLIVET NAZARENE UNIVERSITY

ONE UNIVERSITY AVENUE, BOURBONNAIS, ILLINOIS 60914



## ***Frequently Asked Questions***

### **What is a columbarium?**

It is an 18<sup>th</sup> century Latin word for “dovecote” or “dove nest.” Today, it is a place where urns holding cremains (ashes) may be inurned (reposed) in individual niches.

### **How much does cremation and a columbarium niche cost compared to traditional in-ground burial?**

Prices vary widely. Because it does not entail the often forgotten expenses such as opening and closing of a burial plot, caskets, hearse and service cars and so forth, the costs are approximately one third.

***A niche holds up to two (2) urns.***

### **Why did we building a columbarium?**

There has been a growing trend over the past many years showing that our Olivet families are choosing cremation. Creating a sacred space on the campus of Olivet Nazarene University where loved ones may be placed is another way of honoring them and allowing them to rest in their own education and faith community. Cemeteries are not often visited, especially when they are not located nearby. A columbarium at Olivet Nazarene University makes it convenient for family and friends to be near.

### **Where is it located?**

The Garden and Columbarium has been established in green space on Olivet’s main campus, anchored by Kelley Prayer Chapel to the north.

### **What does it look like?**

The brick and limestone columbarium wall provides a permanent, secure and peaceful resting place for inurned ashes. Each wall’s 312 niches accommodate the ashes of one or two people. Each niche is sealed and enclosed with a marble plate memorizing the loved one. Each niche has its own 12X12 square marble facing stone. The stone will be engraved with names, and dates of birth and death. The niches are constructed of the highest quality material available to the columbarium industry. The garden area – adorned with

mature shrubs and trees and vibrant floral beds – provides a beautiful tranquil setting for visitors to sit, pray and contemplate. The environment invites friends and family of all of those memorialized to reflect on the lives and contributions of loved ones.

### **How many niches are in the garden?**

There are 312 niches total.

### **May I select the niche that I want?**

Yes, you may select the niche. Niche assignments are offered according to the wishes of each applicant on a first-come basis at the time of completing a paid-in-full Inurnment agreement with Olivet Nazarene University. In other words, niches are assigned in the order in which they are purchased. When possible, arrangements for the purchase of niches should be made well in advance of need in order that decisions can be made without a sense of emergency.

### **Will I own the niche?**

The purchaser receives a certificate of ownership for each niche purchased through Olivet Nazarene University. Legal title remains with Olivet Nazarene University.

### **What does it cost?**

The price of one niche — which holds one or two urns — is \$4,500. You are eligible for a discounted price of \$4,300 if you pay in full by check or cash. A portion (\$2,250) of the purchase price for each columbarium niche is a charitable donation to the University and is used to help preserve the beauty of the garden and columbarium. This price was established after a careful analysis of a number of factors, including construction and maintenance costs and market pricing.

### **Will there be additional maintenance or other fees?**

You will need to purchase urns and pay fees for engraving and opening/closing the niche. There will be an engraving and opening/closing fee of \$500 per person. These items are not included in the purchase price: urn purchase, cremation, transportation and other off-premises costs.

### **What type of container is used for the cremains?**

Urn are to be selected and secured by the purchaser and meet specific requirements. Each niche accommodates up to two urns. Two styles of urns can be purchased to fit within the niche space:

1. Standard 5 1/2" x 5 1/2" x 7" bronze sheet metal urn.
2. Personalized 6 1/2" tall x 10 1/2" wide alloy urn.

**Who is eligible for inurnment in the garden?**

The columbarium is a place for those who love Olivet and have a special tie to the University – Heritage Society members, faculty, staff, alumni, trustees and friends of Olivet.

**Can I customize the inscription on the marble face plate?**

Due to practical and aesthetic considerations, inscriptions are limited to names and dates. One font will be used on all faceplates in the garden.

**When do visitors have access to the garden?**

Access is permitted Monday through Sunday, from sunrise to sunset, or at such other times as determined by Olivet Nazarene University.

**May flowers or other forms of memorials be placed in the garden area?**

Subject to the approval of Olivet Nazarene University, memorials may be placed only in designated areas on the day of an inurnment, and they will be removed or disposed of after 24 hours.

**What records will be maintained?**

The date and location within the columbarium of each niche that is purchased will be recorded on a master chart held in the Office of Stewardship at Olivet Nazarene University.



# THE GARDEN AND COLUMBARIUM *at* KELLEY PRAYER CHAPEL

**With The Garden and Columbarium at Kelley Prayer Chapel, Olivet Nazarene University offers a service that allows you to make thoughtful decisions about end-of-life arrangements.**

A portion of the purchase price for each columbarium niche is a charitable donation to the University and is used to help preserve the beauty of the garden and columbarium.

## PURCHASE AND DONATION SUMMARY

Pricing information is for each columbarium niche. Each niche accommodates one or two urns. Your donation and purchase agreement provides complete information on the terms and use of the niche(s) you select.

You will receive a certificate of ownership for each niche you purchase. If you choose the payment plan, the charitable donation portion of your payment will be recorded after the price of the niche(s) has been paid.

### Payment plan

<b>Total cost</b> .....	<b>\$4,500</b>
Niche .....	\$2,250
Charitable donation .....	\$2,250
Deposit .....	\$500
20 Monthly payments .....	@ \$200
Open/close niche and engraving, per urn .....	\$500

### Payment in full at time of reservation

<b>Total cost</b> .....	<b>\$4,300</b>
Niche .....	\$2,250
Charitable donation .....	\$2,050





**RULES AND REGULATIONS**  
**THE GARDEN AND COLUMBARIUM AT KELLEY PRAYER CHAPEL**  
**OLIVET NAZARENE UNIVERSITY**

The following rules and regulations for the columbarium are currently in effect at Olivet Nazarene University and are a part of the Donation/Purchase Agreement.

**Recitals**

The columbarium is registered with the Office of the Illinois Comptroller as a religious cemetery pursuant to Section 8 of the Illinois Cemetery Care Act and was granted under exemption number 0460039.

The columbarium is supported by Olivet Nazarene University and is maintained and overseen by the University for future maintenance of the columbarium.

**Eligibility**

Inurnment in The Garden and Columbarium at Kelley Prayer Chapel is generally reserved for Heritage Society Members, alumni, full-time faculty and staff, loyal friends of Olivet Nazarene University, trustees, retirees, and the spouse or other person as each of the foregoing persons may designate, subject to the limit of two urns per niche. Eligibility also may be available to others who have made an extraordinary financial or service contribution to the University in the judgment of the administration and the University Board of Trustees. The above-referenced individuals may purchase a niche. At least one urn within a full niche must hold the cremated remains of the individual whose affiliation to the University is outlined above. The purchase of a niche reserves a space for two urns in a full niche. Partial niches may hold urns of unrelated persons, both of whom would meet the eligibility criteria above.

**Fees**

**Full Niche**

Upon meeting eligibility requirements, (\$4,500.00) shall be made payable to Olivet Nazarene University at the time of completion of a Donation/Purchase Agreement (the Agreement), 50% of which is to be regarded as a tax-deductible contribution to the University. The Agreement permits the use of one full niche in the columbarium. See attached for urn specifications and information on urn suppliers. This does not include the cost of urn purchase, cremation, transportation and other off-premises costs. These items are not included in the purchase price.

There will be an engraving/opening and closing fee of \$500 per person. This price was established after a careful analysis of market pricing.

The University reserves the right to change the fee.

**Full Niche**

When the Agreement has been accepted, the Donor/Purchaser will select a niche from the available niches, according to the niche chart.

**Certificate of Cremation**

A Certificate of Cremation must accompany the cremated remains before the University can inurn the remains.

**Transfer of Rights**

The Agreement creates a license that is personal to the Donor/Purchaser and creates no interest in land or property. Agreement holder shall not be permitted to transfer his or her rights under the Donor/Purchaser Niche Agreement. This rule does not impair an Agreement holder's rights to terminate the Donation/Purchase Agreement within thirty (30) days of its execution. In the event the niche is not utilized within three (3) years of the last Donor/Purchaser to pass, the license shall expire.

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 have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the University, with no compensation due to the Donor/Purchaser's estate.

**Engraving**

For each niche, a name line (for each individual) will be engraved by the University into the stone cover with a second line listing birth and death dates. An authorized inscription order form, provided in the columbarium packet, will be required from a family member or designated individual. The Office of Institutional Advancement can provide replacement forms, if necessary.

**1. Correctness of Inscription:**

The Office of Institutional Advancement will make arrangements for the inscription, in accordance with the name and dates so furnished on the inscription form. The University and the Office of Institutional Advancement shall be held responsible only for written orders given in person or by mail and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to the inscription.

**Conformity of text:**

The inscription shall consist of the following:

NAME OF THE DECEASED  
DATE OF BIRTH (Month, Day, Year) - DATE OF DEATH (Month, Day, Year)

Inscriptions of name shall consist only of the name and shall not include titles, degrees or other terms of address. (Examples: using Jr., Sr., or the III is permissible but using Dr., Rev., MD, or Ph.D. is not permissible.)

**2. Uniformity of inscription:**

The inscription shall be uniform in size and style, as determined by the University.

**Grounds**

The University will maintain the grounds professionally, in good taste and in keeping with the standards exhibited throughout the University campus. Personal items, flowers and/or decorations will not be permitted.

To preserve the integrity of the columbarium, niches will be opened only by authorized University personnel. The Office of Institutional Advancement can provide more information.

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

The University shall not be liable for any loss of or damage to urns or ashes of any deceased person.

The University reserves the right, in its sole 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 by the University, its agents, officers or employees.

In the event that the columbarium requires repair in order to maintain its integrity, the Agreement holder agrees to permit the temporary removal of any remains until those repairs are completed.

**Administration**

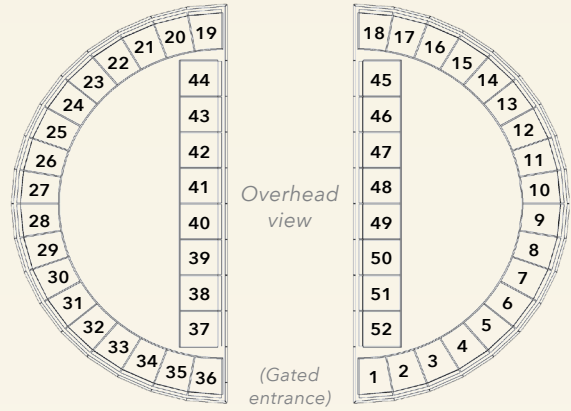
The Olivet Nazarene University columbarium will be administered by the Office of Institutional Advancement.

**Promulgation of Rules and Regulations**

The University may add to, delete or amend these rules and regulations for the columbarium, including the fees, at any time. Agreement holders are encouraged to maintain current contact information with the Office of Institutional Advancement so that revised rules and regulations can be provided as necessary.



# NICHE INVENTORY



## OUTER WALL, 1-18

<b>F</b>	F-1	F-2	F-3	F-4	F-5	F-6	F-7	F-8	F-9	F-10	F-11	F-12	F-13	F-14	F-15	F-16	F-17	F-18
<b>E</b>	E-1	E-2	E-3	E-4	E-5	E-6	E-7	E-8	E-9	E-10	E-11	E-12	E-13	E-14	E-15	E-16	E-17	E-18
<b>D</b>	D-1	D-2	D-3	D-4	D-5	D-6	D-7	D-8	D-9	D-10	D-11	D-12	D-13	D-14	D-15	D-16	D-17	D-18
<b>C</b>	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9	C-10	C-11	C-12	C-13	C-14	C-15	C-16	C-17	C-18
<b>B</b>	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15	B-16	B-17	B-18
<b>A</b>	A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10	A-11	A-12	A-13	A-14	A-15	A-16	A-17	A-18
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>

## OUTER WALL, 19-36

<b>F</b>	F-19	F-20	F-21	F-22	F-23	F-24	F-25	F-26	F-27	F-28	F-29	F-30	F-31	F-32	F-33	F-34	F-35	F-36
<b>E</b>	E-19	E-20	E-21	E-22	E-23	E-24	E-25	E-26	E-27	E-28	E-29	E-30	E-31	E-32	E-33	E-34	E-35	E-36
<b>D</b>	D-19	D-20	D-21	D-22	D-23	D-24	D-25	D-26	D-27	D-28	D-29	D-30	D-31	D-32	D-33	D-34	D-35	D-36
<b>C</b>	C-19	C-20	C-21	C-22	C-23	C-24	C-25	C-26	C-27	C-28	C-29	C-30	C-31	C-32	C-33	C-34	C-35	C-36
<b>B</b>	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30	B-31	B-32	B-33	B-34	B-35	B-36
<b>A</b>	A-19	A-20	A-21	A-22	A-23	A-24	A-25	A-26	A-27	A-28	A-29	A-30	A-31	A-32	A-33	A-34	A-35	A-36
	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>	<b>36</b>

## INNER WALL, 37-44

<b>F</b>	F-37	F-38	F-39	F-40	F-41	F-42	F-43	F-44
<b>E</b>	E-37	E-38	E-39	E-40	E-41	E-42	E-43	E-44
<b>D</b>	D-37	D-38	D-39	D-40	D-41	D-42	D-43	D-44
<b>C</b>	C-37	C-38	C-39	C-40	C-41	C-42	C-43	C-44
<b>B</b>	B-37	B-38	B-39	B-40	B-41	B-42	B-43	B-44
<b>A</b>	A-37	A-38	A-39	A-40	A-41	A-42	A-43	A-44
	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>

## INNER WALL, 45-52

<b>F</b>	F-45	F-46	F-47	F-48	F-49	F-50	F-51	F-52
<b>E</b>	E-45	E-46	E-47	E-48	E-49	E-50	E-51	E-52
<b>D</b>	D-45	D-46	D-47	D-48	D-49	D-50	D-51	D-52
<b>C</b>	C-45	C-46	C-47	C-48	C-49	C-50	C-51	C-52
<b>B</b>	B-45	B-46	B-47	B-48	B-49	B-50	B-51	B-52
<b>A</b>	A-45	A-46	A-47	A-48	A-49	A-50	A-51	A-52
	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>



## Donation/Purchase Agreement

**THE GARDEN AND COLUMBARIUM AT KELLEY PRAYER CHAPEL**  
**Olivet Nazarene University**  
**One University Avenue**  
**Bourbonnais, Illinois 60914**

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**SELLER:** Olivet Nazarene University (“University”)  
One University Avenue  
Bourbonnais, Illinois 60914

**DONOR(S)/PURCHASER(S):** \_\_\_\_\_  
Name(s) to appear on Certificate of License Ownership

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State ZIP Phone

**NICHE NO(S).** \_\_\_\_\_

1. **DONATION/SALE:** The University hereby sells to and accepts a donation from the Donor/Purchaser, and the Donor/Purchaser hereby donates to and buys from the University, the right, privilege, and license for the perpetual use, but subject to revocation in certain circumstances as described in Paragraph 8 of this agreement, of the niche(s) indicated above at The Garden and Columbarium at Kelley Prayer Chapel for the interment of cremated human remains together with the related services described in this agreement. Each niche shall not be used for the interment of more than the cremated remains of two (2) persons each placed in urns that are either 10" high and 6" wide or 5.5" high and 5.5" wide. The Donor/Purchaser represents that the niche(s) are being acquired for use as interment spaces for the Donor/Purchaser or the Donor/Purchaser’s family and not for speculation or investment. All niches may be acquired by or used for the cremated remains of only current or former students, alumni, faculty, staff, trustees, and donors of the University together with their respective family members and, in addition, such friends of the University as are approved by the University.

**2. DONATION/PURCHASE PRICE AND METHOD OF PAYMENT:**

The donation/purchase price is as follows and shall be paid in the following manner:

Total donation/purchase price	\$ _____
Deposit	\$ _____
Remaining balance	\$ _____
Monthly payment	\$ _____
Final due date for remaining balance	_____

The entire purchase price shall be paid in full before any use of the niche(s) for the interment of human remains or otherwise.

3. **PERPETUAL CARE:** In addition to the right, privilege, and license for the perpetual use, subject to revocation as provided in Paragraph 8 of this agreement, of the niche(s), the University shall provide at no additional charge all costs of the perpetual maintenance and care of The Garden and Columbarium at Kelley Prayer Chapel and all niches.

4. **CERTIFICATE OF LICENSE OWNERSHIP:** Upon full payment of the purchase price, the University shall provide to the Donor/Purchaser a Certificate of License Ownership for the niche(s) indicated above. If more than one person constitutes the Donor/Purchaser, the Certificate of License Ownership shall be deemed to have been issued to those persons as joint tenants with right of survivorship unless indicated to the contrary on the Certificate of Ownership.

5. **DONATION PORTION:** The University has determined that the fair market value of the license for each niche is \$2,250.00. The additional portion paid by the Donor/Purchaser should constitute a gift to the University and, therefore, be a charitable contribution within the meaning of Internal Revenue Code Section 170. The University is a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. However, the University recommends that the Donor/Purchaser consult with his or her own tax advisor regarding claiming a deduction.

6. **OPERATION OF PROPERTY:** The Donor/Purchaser expressly acknowledges that the Donor/Purchaser is not purchasing any right, title, or interest of any kind in the real estate or any buildings or other improvements situated on the real estate which constitutes the site of The Garden and Columbarium at Kelley Prayer

Chapel or in the University campus generally but only the right, privilege, and license for the use of the niche(s) indicated above for the interment of cremated human remains subject to revocation as provided in Paragraph 8 of this agreement. The University retains full and absolute authority to operate, manage, control, improve, remove, and otherwise exercise all ownership rights relative to The Garden and Columbarium at Kelley Prayer Chapel, including all niche(s), and the campus of the University in general including, but not limited to, determining the design, type, size, location, and relocation of the columbarium structure, all niches including those already purchased or to be purchased, all buildings, roads, and other improvements, and placing, replacing, or removing any trees, shrubberies, walls, benches, and other landscaping in its sole and absolute discretion. If the niche(s) indicated above is in a portion of The Garden and Columbarium at Kelley Prayer Chapel which is not yet currently constructed, the Donor/Purchaser acknowledges that the niche(s) will not be available until completion of such construction.

7. **RULES AND REGULATIONS:** The Donor/Purchaser shall at all times comply with all rules and regulations of The Garden and Columbarium at Kelley Prayer Chapel as they are in effect from time to time. The University reserves the right to change all such rules and regulations at any time and without notice.

8. **REVOCAION OF CERTIFICATE OF LICENSE OWNERSHIP:** This agreement is for the purchase of a revocable license that is personal to the Donor/Purchaser and creates no interest in any real estate or other property. The Donor/Purchaser shall not have the right to assign or transfer the Donor/Purchaser's Certificate of License Ownership at any time or in any manner. In addition, the license for the use of the niche(s) shall be automatically revoked and of no further force and effect upon the first of the following to occur: (a) if the niche(s) is not utilized for the interment of human remains within three (3) years of the death of the last of the Donor/Purchaser to die; (b) if after the initial placement of cremated human remains in the niche(s) the Donor/Purchaser or others on their behalf remove any cremated remains from the niche(s) and do not replace them within six (6) months after such removal; or (c) if the Donor/Purchaser otherwise vacates the niche(s).

9. **DEFAULT:** If the Donor/Purchaser fails to pay in full for the niche(s) being purchase pursuant to this agreement or if the Donor/Purchaser is otherwise in default in any of the other terms of this agreement, the University may, at its option, give to the Donor/Purchaser a notice of default setting forth the nature of the default and stating that the defaulting party shall have a period of not less than ten (10) days from the date of this notice within which to cure the default. If the Donor/Purchaser does not cure the default during the required time, the University may, at the University's option, terminate this agreement and retain any amounts previously paid by the Donor/Purchaser as liquidated damages or, at the University's option, pursue any other

rights or remedies available to the University by reason of such default. The Donor/Purchaser shall pay upon demand all costs and expenses, including attorney's fees, incurred by the University in connection with such default.

10. **NOTICES**: All notices provided for in this agreement shall be in writing and given by actual delivery of the notice into the hands of each person entitled to receive it or by mailing of the notice in the United States mail, certified mail, return receipt requested, addressed to either the Seller or the Donor/Purchaser, as applicable, at the addresses contained on the first page of this agreement. The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the person entitled to it and in the case of mailing on the date of its mailing.

11. **GENERAL PROVISIONS**: Titles to the paragraphs of this agreement are for informational purposes only and to not define, limit, or construe the contents of the paragraphs. Time is of the essence of this agreement and of every term, condition, and provision of it. This agreement shall be interpreted and enforced in accordance with the law of the State of Illinois. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either the University or the Donor/Purchaser or anyone on behalf of either of them to the other unless expressly provided in this agreement or in a separate writing. The invalidity or unenforceability of any provision of this agreement shall not affect or imply the validity of any other provision. This agreement shall apply to and bind the parties and their respective heirs, legatees, devisees, personal representatives, successors, and assigns.

Dated: \_\_\_\_\_

SELLER/UNIVERSITY:

DONOR(S)/PURCHASER(S):

**OLIVET NAZARENE UNIVERSITY**

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_