



Sisters of Benet Hill Monastery

3190 Benet Lane, Colorado Springs, CO 80921-1509

SAINT BENEDICT CEMETERY

POLICIES AND PROCEDURES

St. Benedict Cemetery, located at Benet Hill Monastery in the Black Forest is for the expressed purpose of burying all Community members and Oblates. The following policies and procedures have been adopted by Benet Hill Monastery. These policies and procedures and any revisions or amendments thereto shall bind all holders of St. Benedict Cemetery of Benet Hill Monastery Certificates of Agreement.

Eligibility for Burial

St. Benedict Cemetery (referred as Cemetery throughout the rest of this document) is available to those associated with Benet Hill Monastery for internment of cremated human remains, know as cremains.

Niches

A “niche” is the discrete chamber designed, constructed, and intended for use as a permanent repository for the entombment of human cremains. A niche may hold up to four urns.

Fee to Reserve a Niche

Benet Hill Monastery offers both **Pre-Need** and **At-Need** pricing. Refer to the enclosed price list.

This fee is due upon signing of the Certificate of Agreement. The fee includes the right of burial in the Cemetery and care for the Cemetery. The fee does not include the cost of cremation, transportation, inscription of the closure stone, or any other funeral costs.

Reserving a Burial Niche

To reserve a burial niche, a person must submit a completed Application for Burial at St. Benedict Cemetery to the Prioress. The Prioress presents the request to the Monastic Council. She then informs the Community of its decision to grant a request for burial. Upon approval of the request, the Certificate of Agreement (hereafter “Certificate”) will be completed with the applicant requiring full payment at that time. Holder of the Certificate of Agreement will hereafter be referred to as the “Certificate holder.” All niches are assigned by a representative of the Monastic Council. The Certificate of Agreement shall be filed in the Office of the Prioress and a copy in the Finance Office. This agreement is reviewed by both parties every ten years.

Designation of Remains

Only four person’s cremains may be interned in each niche. The holder of the Certificate has the right to designate whose cremains will be interned in the niche.

Transferring Certificate of Agreement

A Certificate holder may not sell or assign this agreement to any other person. Under extreme circumstances, Benet Hill Monastery will refund the Certificate Holder 50% of the original price as long as the niche has no cremains. And the signed Certificate of agreement is declared null and void by the Certificate holder and representative of the Monastery Council.

Acceptance of Cremains:

A representative of Benet Hill Monastery cannot accept responsibility for cremains prior to the inurnment.

Scattering of ashes:

The scattering of ashes is not permitted anywhere on the premises.

Rites:

Any service or rite of interment of ashes must be coordinated with a representative of the Monastic Council prior to interment.

Inscription on Niches

The content, size, and style of the inscription on each niche shall be standardized as determined by the Monastic Council. The inscription may include the decedent's first name, middle initial, last name, date of birth, date of death.

Opening/Closing of Burial Niche:

There shall be an additional charge for opening or closing a niche for the second, third and fourth inurnment. Notice must be received by a representative of the Monastery Council to arrange opening/closing of a niche.

Flowers, Flags, Signs, and Other Decorations

Flowers, plants, and the American flag may be temporarily placed in the Cemetery at time of burial. These items will be removed and disposed of by a representative of the Council without notice or liability to the Monastery.

Access and hours of Visitation:

Visitors are welcome from sun-up to sun-down each day. For special circumstances please contact a representative of the Monastic Council. Any person who enters onto the Cemetery or surrounding premises outside of these hours shall be subject to arrest for trespass.

Certificate Holder's Mailing Address

Each Certificate holder must notify a representative of the Monastic Council of changes to his/her mailing address and phone number. Correspondence mailed by the representative of the Monastic Council to the Certificate holder at his or her last known address will be deemed received by the Certificate holder ten business days after the correspondence is sent by U.S. Mail, First Class, Postage Prepaid.

Removing Cremains

Cremains may be temporarily removed by the Administration of Benet Hill Monastery while making repairs or improvement to the Columbarium. Otherwise, cremains may only be removed at the written request of the personal representative of the decedent's estate, the decedent's surviving spouse, or by agreement of decedent's heirs, as determined by Colorado law. Benet Hill Monastery shall not be responsible for resolution of disputes regarding the removal of cremains. In the event of a dispute, cremains shall remain at the Columbarium until agreement of the parties or upon issuance of a court order. In the event of legal action, the losing party shall be liable for any attorney's fees and court costs incurred by Benet Hill Monastery.

Ownership of Certificate Holder for all niches

Certificate holders acquire no property right in St. Benedict Cemetery, any of its niches, or any property owned by the Sisters of Benet Hill Monastery of Colorado Springs, Inc. The Certificate confers only the right to intern remains of a person in the identified place pursuant to applicable policies and procedures, as amended from time to time by the Monastic Council.

Care for the Cemetery and Columbarium with Limited Liability

Benet Hill Monastery will provide reasonable ongoing care for the Cemetery and Columbarium. However, Benet Hill Monastery will not be liable for any loss or damage to the urns or remains interned in the Cemetery and Columbarium. The Council of Benet Hill Monastery may purchase insurance for its own benefit, however, Benet Hill Monastery is not obligated to purchase insurance for the benefit of Certificate holders, designated persons to be interned, or their estates or families.

Hold Harmless and Indemnity

Certificate holder does hereby indemnify and hold the Sisters of Benet Hill Monastery and their officers, directors, insurers, agents, successors, and assigns harmless from and against any and all liability, damages, expenses, costs, actions, and causes of action for bodily injury or damage to personal property which are in any way related to St. Benedict Cemetery and Columbarium or any property owned by or activity performed under the direction of the Sisters of Benet Hill Monastery.

Amendment or Waiver of Columbarium Policies and Procedures

The Monastic Council of Benet Hill Monastery may at any time amend or waive these policies and procedures, so long as such amendment or waiver is reasonable. Waiver of any policy or procedure does not constitute a continuing waiver of that policy or procedure with respect to any situation arising thereafter.

Referral to Prioress:

All matters arising in connection with the rules and regulations, operation, and maintenance of the St. Benedict Cemetery not covered in this document or the Agreement will be referred to the Prioress.

A place of hope and hospitality for the world.

Telephone (719) 633-0655 ~ Fax (719) 471-0403 ~ www.benethillmonastery.org