

CERTIFICATE OF DEATH

STATE OF CALIFORNIA
USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS
VS-11 (REV 1/04)

STATE FILE NUMBER

LOCAL REGISTRATION NUMBER

DECEDENT'S PERSONAL DATA	1. NAME OF DECEDENT --- FIRST (Given)			2. MIDDLE			3. LAST (Family)									
	AKA. ALSO KNOWN AS --- Include full AKA (FIRST, MIDDLE, LAST)						4. DATE OF BIRTH mm/dd/ccyy		5. AGE Yrs.		IF UNDER ONE YEAR Months Days		IF UNDER 24 HOURS Hours Minutes		6. SEX	
	9. BIRTH STATE/FOREIGN COUNTRY			10. SOCIAL SECURITY NUMBER			11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			12. MARITAL STATUS (at Time of Death)			7. DATE OF DEATH mm/dd/ccyy		8. HOUR (24 Hours)	
	13. EDUCATION --- Highest Level/Degree (see worksheet on back)			14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back.) <input type="checkbox"/> YES <input type="checkbox"/> NO						16. DECEDENT'S RACE --- Up to 3 races may be listed (see worksheet on back)						
17. USUAL OCCUPATION --- Type of work for most of life. DO NOT USE RETIRED						18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)						19. YEARS IN OCCUPATION				
USUAL RESIDENCE	20. DECEDENT'S RESIDENCE (Street and number or location)															
	21. CITY			22. COUNTY/PROVINCE			23. ZIP CODE		24. YEARS IN COUNTY		25. STATE/FOREIGN COUNTRY					
INFORMANT	26. INFORMANT'S NAME, RELATIONSHIP						27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)									
	28. NAME OF SURVIVING SPOUSE --- FIRST			29. MIDDLE			30. LAST (Maiden Name)									
SPOUSE AND PARENT INFORMATION	31. NAME OF FATHER --- FIRST			32. MIDDLE			33. LAST			34. BIRTH STATE						
	35. NAME OF MOTHER --- FIRST			36. MIDDLE			37. LAST (Maiden)			38. BIRTH STATE						
	39. DISPOSITION DATE mm/dd/ccyy			40. PLACE OF FINAL DISPOSITION												
FUNERAL DIRECTOR/ LOCAL REGISTRAR	41. TYPE OF DISPOSITION(S)						42. SIGNATURE OF EMBALMER						43. LICENSE NUMBER			
	44. NAME OF FUNERAL ESTABLISHMENT						45. LICENSE NUMBER		46. SIGNATURE OF LOCAL REGISTRAR				47. DATE mm/dd/ccyy			
	101. PLACE OF DEATH						102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOA			103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other						
PLACE OF DEATH	104. COUNTY			105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)						106. CITY						

PLEASE CAREFULLY READ THE ABOVE DEATH CERTIFICATE INFORMATION.

IF CORRECT - INITIAL HERE _____ .

DR. _____

PHONE NUMBER _____

NUMBER OF CERTIFIED DC'S _____

Disclosure of Preneed Funeral Agreement

The funeral establishment, Evergreen Memorial of Sacramento,
(funeral establishment name)
license number FD 1740, **DOES** _____, **DOES NOT** _____ (check one) have a preneed arrangement, as
defined below, made by or on behalf of _____
(name of decedent)

If the funeral establishment **does have** a preneed agreement, complete the following:
In compliance with Business and Professions Code Section 7745, the funeral establishment has presented to the person named below a copy of any preneed agreement which has been signed and paid for in full, or in part by, or on behalf of the deceased and is in the possession of the funeral establishment.

Signature of funeral establishment representative Date

“Preneed arrangement,” “preneed agreement” or “preneed” is written instruction regarding goods or services or both goods and services for final disposition of human remains when the goods or services are not provided until the time of death, and may be either unfunded or paid for in advance of need.

Funeral Establishment’s Responsibility – Business and Professions Code Section 7745 requires a funeral establishment to present to the survivor of the decedent or the responsible party a copy of any preneed agreement in its possession which has been signed and paid for in full, or in part by, or on behalf of the deceased. Business and Professions Code Section 7685.6 requires a copy of any preneed arrangements to be disclosed prior to drafting any contract for funeral goods or services. The funeral establishment may present the copy in person, by certified mail, or by facsimile transmission, as agreed upon by the person with the right to control disposition. A funeral establishment that knowingly fails to present a preneed agreement as required is liable for a civil fine equal to three times the cost of the preneed agreement, or one thousand dollars (\$1,000), whichever is greater.

You may contact the Cemetery and Funeral Bureau for more information on funeral, cemetery or cremation matters or to file a complaint against a licensee:

Cemetery and Funeral Bureau
1625 North Market Blvd., Suite S-208
Sacramento, CA 95834
916-574-7870

Signature of the survivor or responsible party Date

Print name of the survivor or responsible party

Signature of funeral establishment representative Date

Print name of funeral establishment representative Title

- The funeral establishment must:
- Give a copy of the completed statement to the survivor or responsible party.
 - Retain the original or a copy of the completed disclosure statement on file for not less than one (1) year after the preneed account has been audited by the Bureau or seven (7) years from the date the disclosure statement was made, whichever comes first.

EVERGREEN MEMORIAL OF SACRAMENTO

3030 Fruitridge Road
Sacramento, CA. 95820
License Number FD 1740

AUTHORIZATION TO ACCEPT OR DECLINE EMBALMING

TO: EVERGREEN MEMORIAL OF SACRAMENTO, INC.

RE: _____
(Decedent)

I, _____ Do _____ Do Not _____ (check one) request embalming, which I understand is the addition to, or the replacement of, body fluids by chemical preservatives or the application of chemical preservatives for the temporary preservation of the body. I understand that embalming is not required by law. I understand that for storage or embalming purposes the decedent may be transported to the following licensed funeral location: **EVERGREEN MEMORIAL OF SACRAMENTO, 3030 Fruitridge Road, Sacramento, CA.**

The undersigned hereby represents that he/she has the legal right to control disposition of the remains of the decedent.

Signed: _____, Relationship to Decedent: _____

Executed this _____ day of _____, 2014, at _____.
(Month) (City and State)

This section is to be completed by the funeral establishment if authorization to accept or decline embalming is obtained verbally.

The above statement regarding embalming and storage was read and/or provided to _____
Relationship to Decedent: _____, who did _____ did not _____ (check one) authorization
embalming at the above named funeral establishment. Telephone Number (_____) Date
and time authorization granted: _____.

This section is to be completed by the funeral establishment representative who is executing this authorization to accept or decline embalming.

I declare under penalty of perjury that the foregoing I true and correct. Executed this _____ day of _____, 2014, at Sacramento, CA
(Month)

Funeral Establishment Representative (Print Name)

Funeral Establishment Representative (Signature)

Evergreen Memorial
3030 Fruitridge Rd.
Sacramento, CA 95820
Phone (916) 424-3503 Fax (916) 424-2224
FD Lic # 1740

Release of Decedent's Remains

Date: _____

To: _____

Please release the remains of:

Date of Birth: _____ Sex M F

To: *Evergreen Memorial*
3030 Fruitridge Rd.
Sacramento, CA 95820
916-424-3503

CR	BU	UNK
<i>Disposition</i>		

Signature: _____

Relationship: _____

Signature: _____

Relationship: _____

Countywide Services Agency

Steven C. Szalay, Interim County Executive

Bruce Wagstaff, Agency Administrator

Office of the Coroner

Gregory P. Wyatt, Coroner
Edward Smith, Asst. Coroner
Kim Burson, Asst. Coroner
Daniel P. Baker, ASO II



County of Sacramento

RELEASE OF CUSTODY CERTIFICATE

In the matter of _____, deceased.

HEALTH AND SAFETY CODE "CHAPTER 3" CUSTODY AND DUTY OF INTERMENT

7100 Right to control the disposition of the remains and to arrange funeral; Relinquishment of right by person charged with murder or manslaughter of decedent; Liability for costs; Liability of funeral director or cemetery authority

(a) The right to control the disposition of the remains of a deceased person, the location and conditions of interment, and arrangements for funeral goods and services to be provided, unless other directions have been given by the decedent pursuant to Section 7100.1, vests in, and the duty of disposition and the liability for the reasonable cost of disposition of the remains devolves upon, the following in the order named:

- (1) An agent under a power of attorney for health care governed by Division 4.7 (commencing with Section 4600) of the Probate Code.
(2) The competent surviving spouse or (registered domestic partner).
(3) The sole surviving competent adult child of the decedent, or if there is more than one competent adult child of the decedent, the majority of the surviving competent adult children...
(4) The surviving competent parent or parents of the decedent. If one of the surviving competent parents is absent, the remaining competent parent shall be vested with the rights and duties of this section after reasonable efforts have been unsuccessful in locating the absent surviving competent parent.
(5) The surviving competent adult person or persons respectively in the next degrees of kindred. If there is more than one surviving competent adult person of the same degree of kindred, the majority of those persons...
(6) The Public Administrator when the deceased has sufficient assets.

7110 "Any person signing any authorization for the interment of any remains warrants the truthfulness of any fact set forth in the authorization, the identity of the person whose remains are sought to be interred, and his authority to order interment. He is personally liable for all damages occasioned by or resulting from breach of such warranty."

WARNING: The person signing this Order for Release is liable for all damages caused by any untruthful statements contained in this document (Health and Safety Code Section 7110). It is a criminal offense to knowingly file a false statement with a government agency (Penal Code Section 115 and 470).

Tissue/Organ/Body Fluid Retention Notification

If it is determined that an autopsy, external examination or toxicology analysis is required to determine or confirm the cause and manner of death pursuant to California Government Code Section 27491, tissue(s)/organ(s)/body fluid(s) may be retained for analysis and/or evidentiary purposes pursuant to California Government Code Section 27491.4. Tissues/organs/body fluids retained at autopsy or as part of any coroner investigative procedure will be disposed of pursuant to California Health and Safety Code Section 7054.4.

I/WE DECLARE, UNDER PENALTY OF PERJURY, that I/we have the right to control the disposition of the remains of _____, SS# _____ in accordance with Health and Safety Code Section 7100:

Name: _____ Relationship: _____
(Please Print)

Address: _____ City: _____ State: _____

Signature: _____ Date: _____ Tel: _____ Zip: _____

Please check if additional signatures are attached.

I.D. Verified by: Signature: _____ Name of Mortuary: _____

(DEPARTMENT USE ONLY)

The requirements of the State of California Health and Safety Code Sections 7100, 7102, and 7110 have been met. The remains may be released upon receipt of this certificate. Case Number: _____ Authorized By: _____

Date: _____ Certificate Number: _____

DECLARATION FOR DISPOSITION OF CREMATED REMAINS

I/We hereby declare (my remains) or (the remains of) _____ in
the possession of Evergreen Memorial 916-424-3503, will be cremated by
Name of Person arrangements are for
Name of Funeral Establishment and Telephone Number

Evergreen Memorial or NorCal Crematory 916-455-0120 and shall be disposed of in the following
Name of Crematory and Telephone Number

manner (Note 1): _____
Manner, Location and Other Details of Disposition

Attach additional pages if necessary

Name of person(s) with the legal right to control disposition (Note 2): _____

Signed _____ **Date** _____
Person(s) with legal right to control disposition to Self, if pre-arranging

Signed _____ **Date** _____
Person(s) with legal right to control disposition

Signed _____ **Date** _____
Person(s) with legal right to control disposition

Signed _____ **Date** _____
Person(s) with legal right to control disposition

Name of person(s) contracting for cremation services: _____

Signed _____ **Date** _____
Person(s) contracting for cremation services

Signed _____ **Lic. #** _____ **Date** _____
Funeral Director, Employee, or Agent for Funeral Establishment If a Funeral Director

Note 1: See Health & Safety Code Sections 7054, 7054.6, 7116, 7117 for legal dispositions of cremated remains.

Note 2: See Health & Safety Code Section 7100 for the list of person(s) with the legal right to control disposition of human remains.

IMPORTANT: Business and Professions Code § 7685.2(b) requires Funeral Establishments to complete this form, provided by the Cemetery and Funeral Bureau, when making arrangements for cremation. Failure to complete this form may result in disciplinary action by the Bureau. This declaration does not replace the written authorization to cremate required by Health and Safety Code Sections 7110 and 7111.

NOTICE REGARDING CREMATED REMAINS

A person having the right to control disposition of cremated remains may remove the remains in a durable container from the place of cremation or interment, pursuant to Section 7054.6 of the Health and Safety Code.

If the cremated remains container cannot accommodate all cremated remains of the deceased, the crematory shall provide a larger cremated remains container at no additional cost, or place the excess in a second container that cannot easily come apart from the first, pursuant to Section 8345 of the Health and Safety Code

AGREEMENT FOR CREMATION, CREMATION AUTHORIZATION AND DISPOSITION INSTRUCTIONS

The Authorizing Agent, as identified herein, and Evergreen Memorial herein after Evergreen Memorial, enter into this agreement on the terms and conditions set forth below.

1. Information about the decedent

Full legal name: _____ Age _____ Sex _____ Weight _____

2. AUTHORITY OF AUTHORIZING AGENT

Authorizing Agent hereby represents and warrants that they are the person(s) having the legal right to control the disposition of the remains of the decedent. Authorizing Agents relationship to decedent. Self _____ Spouse _____ Child _____ (Authorizing Agent hereby states that they represent a majority of the children and are not aware of any opposition to these instructions to cremate by any of the other children surviving). Sibling _____ (Authorizing Agent hereby states that they represent the majority of the siblings and are not aware of any opposition to these instructions to cremate by any of the other surviving siblings). Other relationship, describe _____

Based upon the foregoing, Authorizing Agent is the individual, (or individuals), legally authorized according to the laws of the State of California to execute this agreement and to arrange for the cremation and disposition of the cremated remains of the decedent. If any other living person who has the right to control the final disposition has not been notified, Authorizing Agent represents that reasonable efforts have been made to give such person notice, and that Authorizing Agent has no reason to believe that such person would object to the cremation of the decedent.

3. IMPLANTS

Evergreen Memorial will not cremate any human remains which contain any type of implanted pacemaker, mechanical, radioactive or silicon device. In the event the remains of the decedent contain such a device(s), the Authorizing Agent hereby directs the Funeral Director or its designees, to remove any such mechanical device(s) from the decedent prior to cremation and to dispose of such items in any lawful manner deemed appropriate. Authorizing Agent understands that mechanical prostheses, pins, dental work and other implants which may be present at cremation may be removed from the cremated remains after cremation, unless otherwise designated by Authorizing Agent to return all non-human materials to the urn(s) provided or selected.

4. AUTHORIZATION

Authorizing Agent, hereby authorizes and requests Evergreen Memorial to cremate the human remains of the decedent and to arrange the final disposition of the cremated remains as herein so instructed in accord with and subject to its rules and regulations, and any applicable state or local or federal regulations. Evergreen Memorial is authorized to perform the cremation upon receipt of the human remains, at its discretion and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. Authorizing Agent may make specific requests regarding the cremation which Evergreen Memorial may fulfill to the best of its ability to do so. Authorizing Agent expressly gives permission for: 1. The cremation to take place including incidental or inadvertent commingling of the remains with residue of prior cremations, (Section 7054.7(a) (1) California Health and Safety Code). 2. The Processing of the cremated remains so that they are suitable for inurnment within an urn, (Section 7054.1 California H&S Code). 3. Authorizing Agent understands that any jewelry, mementos or eyeglasses cremated may not be recoverable, (Section 7051 H&S Code). Any material which is recovered shall be returned to the urn when practicable unless otherwise instructed. 4. In the event of there being more cremated remains than the container provided, or the urn which has been selected can hold the Authorizing Agent hereby directs Evergreen Memorial to place the balance of the cremated remains in a secondary container and have it attached to the original container in accordance with the Section 8345 of the H&S Code.

5. DISPOSITION

Authorizing Agent hereby instructs Evergreen Memorial to release, deliver or ship the cremated remains as follows: Release the cremated remains to the following person or cemetery:

Name / Address / Phone: _____

Deliver to the U.S. Postal Service or other common carrier the cremated remains for shipment to the following designated person for permanent disposition: Name / Address / Phone: _____

Other: _____

Authorizing Agent understands that the services of Evergreen Memorial will have been fully completed when the cremated remains are delivered to the U.S. Postal Service or other designee herein noted. Authorizing Agent understands that if no arrangements for the final disposition, release or transfer of the cremated remains are specified in this agreement or if they are not carried out within 90 days of the decedent's date of death, Evergreen Memorial is authorized to arrange for the final disposition as required by law.

6. LIMITATION OF LIABILITY

Authorizing Agent hereby agrees to indemnify, defend and hold Evergreen Memorial, its officers, agents and employees of and from any and all claims, demands, cause of action, suits of every kind, nature and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure of the Authorizing Agent to properly identify the human remains, mistakes in processing, shipping and final disposition of the decedent's cremated remains resulting from the authorization, the failure of the Authorizing Agent or their designee to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or explodable implants, claims brought by any other persons claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by Evergreen Memorial, its officers, agents or employees, pursuant to this authorization, excepting only acts of gross negligence on the part of Evergreen Memorial. I further acknowledge that "the human body burns with the casket, container, or other materials in the cremation chamber. Some bone fragments are not combustible at the incineration temperature and, as a result, remain in the cremation chamber. During the cremation, the contents of the chamber may be moved to facilitate incineration. The chamber is composed of ceramic or other material which disintegrates slightly during each cremation and the product of that disintegration is commingled with the cremated remains. Nearly all the contents of the cremation chamber, consisting of the cremated remains, disintegrated chamber material, and small amounts of residue from previous cremations, are removed together and crushed, pulverized, or ground to facilitate inurnment or scattering. Some residue remains in the cracks and uneven places of the chamber. Periodically, the accumulation of this residue is removed and interred in a dedicated cemetery property, or scattered at sea." (Section 7054.7 of the California H&S Code). By executing this agreement as Authorizing Agent, the undersigned warrants that all representations and statements contained in this contract are true and correct, that these statements were made to induce Evergreen Memorial to cremate the human remains of the decedent, and that the undersigned has read and understands the provisions contained in this agreement and its exhibit.

Signature of Authorizing Agent _____ Date _____

Address _____ Phone Number _____

For _____ by _____ Date _____

**FOR MORE INFORMATION ON FUNERAL, CREMATORY OR CEMETERY MATTERS,
CONTACT THE DEPARTMENT OF CONSUMER AFFAIRS, FUNERAL & CEMETERY BUREAU
1625 N. Market Blvd., Ste. S208, SACRAMENTO, CA 95834 (916) 574-7870**

Evergreen Memorial
3030 Fruitridge Rd.
Sacramento, CA 95820
Phone (916) 424-3503 Fax (916) 424-2224
FD Lic # 1740

Disclosure/Acknowledgement/Authorization

Name of deceased _____

I acknowledge it normally takes 7 to 10 business days to complete the cremation process and obtain certified copies of the death certificate. If the certified certificates are coming from a county other than Sacramento it **may take longer.**

You have the option to choose to expedite the cremation at additional cost. Note!! This does not expedite receiving the certified death certificate.

If the combined weight of the deceased and the cremation container weigh more than 300 lbs there may be additional cost.

I will receive a total of _____ certified death certificates.

Signature _____

Print Name _____

Date _____ **Director** _____

NAME OF DECEDENT _____

PAYMENT TERMS: You understand that no extension of credit subject to federal or state credit disclosure, installment sales, or other consumer credit statutes is contemplated by this agreement. You have no right to defer payment of any amount due under this agreement. You agree that you are personally liable for payment of the applicable balance due on the Statement of Funeral Goods and Services purchased by the date indicated on the statement. Such payment will be made to us at the address set forth in this agreement.

A credit report on the purchaser(s) is required on any unpaid balance at the time of the arrangements. Said credit report must be approved by management prior to services and acceptance of this agreement

The debt represented by this agreement is due by the date listed on page one. A LATE CHARGE at the rate of 1% per month (ANNUAL PERCENTAGE RATE OF 12%) will be added to the debt or any portion thereof unpaid on the last day of each month. However, a late charge will not be added for a minimum of thirty (30) days after the contract date.

PARTIAL PAYMENTS: "The purchaser hereby acknowledges that the making of partial payment(s) towards the entire fee listed and owed under this Agreement, even if marked to indicate 'payment in full' or 'full satisfaction of debt', shall not be deemed an acceptance by the Seller of payment in its entirety nor should any such partial payment be deemed a modification to this agreement."

You confirm that you have examined the above-stated items and found them to be correct and according to the arrangements selected and that prior to signing this Statement you reviewed and approved a completed copy of the Statement You also confirm that you have been informed of your right to select only such services and merchandise as you desire.

ACKNOWLEDGMENT OF DISCLOSURES DISCLAIMER

The Federal Trade Commission Trade Regulation Rule of "Funeral Industry Practices" requires certain disclosures and prohibits . The following is a checklist we ask those we serve to read and initial to verify that the funeral arrangement conference was conducted in compliance with the Rule. You who made the arrangements for the funeral and final disposition of the above-named decedent do hereby attest to the following:

1. You were given a General Price List effective on Apr 1, 2013 prior to discussing funeral arrangements or the selection of funeral goods or services.
2. You were given a Casket Price List effective on Apr 1, 2013 prior to discussing burial containers.
3. You were advised that the law does not require embalming except in certain special cases.
4. You were not advised that embalming is required for direct cremation, immediate burial, a funeral using a sealed casket, or if any refrigeration is available and the funeral is without viewing or visitation and with a closed casket, where state and local law does not require embalming in such cases.
5. You were not advised that any law requires a casket for direct cremations or that a casket other than an unfinished wood box, is required for direct cremation.
6. You -were advised that state law does not require the purchase of any of the funeral goods or services you selected except as set forth on your Statement of Funeral Goods and Services Purchase Agreement.
7. No claims were made to you as to the merchandise or services (embalming, casket, outer burial container) to the effect that embalming or the use of any merchandise available from us would delay the decomposition of the remains for a long term or indefinite time, or that any such merchandise indefinitely protects the body from graveside substances. No representations or warranties were made to you about the protective features of caskets or outer burial containers other than those made by the manufacturer. The only warranties, expressed or implied, granted in connection with goods sold with the funeral service we arranged were the expressed written warranties, if any, extended by the manufacturers of such goods. No other warranties were extended to you.
8. If funded in whole or in part, the undersigned acknowledges receipt of a copy of the signed Pre-Need Agreement, if any possession of the Funeral Director.
9. I/We agree that any article(s) of personal property not called for within thirty (30) days from the date hereon may be disposed of by the Funeral Home.

NOTICE TO BUYER OR CO-BUYER

LIMITATION OF DAMAGES AND REMEDIES: "IT IS HEREBY ACKNOWLEDGED THAT BY SIGNING THIS AGREEMENT THE PURCHASER EXPRESSLY WAIVES ANY RIGHT TO RECOVER DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION ACTUAL AND CONSEQUENTIAL DAMAGES, BASED ON NEGLIGENCE. THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EMOTIONAL DISTRESS DAMAGES WILL NOT BE ONE OF THE CLAIMED ITEMS OF DAMAGE OR ANY BREACH OF THIS FUNERAL SERVICE AGREEMENT."

SELLER IS HEREBY AUTHORIZED AND ORDERED TO SUPPLY SUCH PROFESSIONAL SERVICES AND FUNERAL SERVICE MERCHANDISE, AS SHOWN ON THE ITEMIZED LIST.

THIS AGREEMENT CONTAINS ALL TERMS WHICH HAVE BEEN AGREED UPON BY THE BUYER AND SELLER RELATING TO THE GOODS AND SERVICES LISTED, THIS AGREEMENT REPLACES ALL OTHER DISCUSSIONS, WHETHER ORAL OR WRITTEN, RELATING TO THOSE GOODS AND SERVICES. NO SUBSEQUENT DISCUSSIONS OR AGREEMENT CAN CHANGE THE TERMS OF THIS AGREEMENT UNLESS IT IS WRITTEN AND SIGNED BY BOTH THE BUYER AND THE SELLER.

ASSIGNMENT TO US OF MONIES DUE: You agree that any monies assigned to us in conjunction with this sale shall be paid to us within sixty (60) days of the date of the agreement. Upon our giving you at least five (5) days prior written notice that any monies due under the assignment(s) described in this Agreement have not been paid to us as promised, we can require that any such unpaid amount(s) previously credited to your account be paid by you at once.

NAME OF DECEDENT _____

TERMS AND CONDITIONS

WAIVER OF RIGHTS: We have not, by the execution of this Agreement with you, waived any rights we have to file a claim to the estate of the Decedent named in this Agreement. Any amounts collected by us, from the estate of the Decedent, or from any other source, shall be credited against any amount owed by you under this Agreement. If We further agree that the filing of a claim against the estate of the Decedent shall not be a waiver of Seller's right to hold the Buyer/Co-Buyer responsible.

SELLER AGREES: We agree to furnish all services and merchandise as indicated on the Statement of Funeral Goods and Services Purchase Agreement

NOTICE TO YOU (THE BUYER): Notices to you shall be sufficient if mailed to your last known address.

DELAY IN ENFORCEMENT: We can delay enforcing any of our rights under this Agreement without losing them and no such delay, forbearance or other action or inaction on our part will create any new agreement or understanding with respect to the payment or other terms herein unless there is a writing signed by both parties with respect to any such new agreement or understanding.

RESPONSIBILITY FOR PAYMENT: This Agreement shall not constitute a release of liability imposed by law upon the Decedents estate, but all persons signing this Agreement will be responsible individually and together, for paying all amounts due under this Agreement, regardless of insurance assignments or other funding sources taken by Evergreen Memorial.

LIMITATION OF ACTION: You agree that to the extent allowed by law, any action against us for breach of this Agreement must be commenced by you or your representative(s) within one (1) year after such cause of action has accrued.

INVALID PROVISIONS: If any part of this Agreement is unenforceable, the rest of the Agreement will remain in effect.

TITLES AND CAPTIONS: The titles and captions appearing at the beginning of the various sections of this Agreement have been inserted for convenience of reference only and shall not in any way affect the construction, interpretation or meaning of the text of said sections themselves.

QUESTIONS REGARDING SERVICE: In the event you wish to question any area of our service, you may contact us at your convenience at the address and telephone number shown on Page One of Three of this Agreement.

RESOLUTION OF DISPUTES: All disputes arising out of or related to this Agreement shall be resolved by submission to binding arbitration before an arbitrator agreed to by the parties to the dispute. If the parties are unable to agree, the parties shall each select one arbitrator and the arbitrators selected shall in turn select an arbitrator who shall bear the matter. The arbitration proceedings shall be governed by the California Code of Civil Procedure and the California Evidence Code. Discovery matters shall be submitted to the arbitrator as if the matter were pending in a civil action before a California Superior Court. The award rendered by the arbitrator shall be binding upon all parties to the dispute and may be entered as a judgment of the Superior Court upon application to the Court. There shall be no right of appeal from any such award or judgment. The arbitrator shall have the discretion to award reasonable costs, but no attorney's fees, to the prevailing party.

WARRANTIES WE DISCLAIM: BY SIGNING THIS AGREEMENT YOU UNDERSTAND THAT WE, NOT BEING THE MANUFACTURER OF ANY OF THE GOODS BEING PURCHASED, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS REMAINS WITH THE MANUFACTURER AND NOT US. SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, EITHER THE MANUFACTURER OR YOU, AND NOT US, WILL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. WE ARE SELLING GOODS ON AN "AS IS" OR "WITH ALL FAULTS" BASIS. YOU AGREE THAT YOU ARE NOT ENTERING INTO THIS AGREEMENT BASED ON ANY STATEMENTS OR FACT OR PROMISE MADE BY US TO YOU WHICH RELATES TO THE GOODS BEING PURCHASED, ON ANY DESCRIPTION BY US OF THE GOODS, OR ON THE EXHIBITION OF ANY SAMPLE OR MODEL OF THE GOODS. YOU ALSO AGREE THAT THE FAILURE OF THE GOODS TO CONFORM TO ANY SUCH STATEMENT OF FACT, PROMISE, DESCRIPTION, SAMPLE OR MODEL SHALL NOT GIVE YOU ANY RIGHTS AGAINST US.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES,

ACCEPTED FOR SELLER:

By: _____

Executed this _____ day of _____ 2014

Signature: _____

Address: _____

City: _____ State: _____ Zip _____

Second Signer,
Signature: _____

Address: _____

City: _____ State: _____ Zip _____

YOU THE BUYER(S), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH CALENDAR DAY AFTER THE DATE OF THIS TRANSACTION, PROVIDED NO SUBSTANTIAL SERVICE OR MERCHANDISE HAS BEEN PROVIDED HEREUNDER. TO CANCEL, DELIVER WRITTEN NOTICE OF YOUR INTENT TO EVERGREEN MEMORIAL.