

# EVINS, LARRY AND PERRY FAMILY FUNERAL HOME

## Policies and Disclaimers Indemnification

*A copy of this form signed by all Legal Representatives must be on file with Evins, Larry and Perry Funeral Home prior to any services being performed.*

By signing the reverse side of this form I swear under penalty of perjury and understand and agree to indemnify and hold harmless Evins, Larry and Perry Funeral Home herein known as Evins, Larry and Perry Funeral Home from any claims or causes of action arising or related in any respect to the instruction, directions or actions of the representatives or their agents that are set forth below or that are attached to this indemnification.

X \_\_\_\_\_ X \_\_\_\_\_  
*Name of Decedent* *Date of Death*

X \_\_\_\_\_ X \_\_\_\_\_  
*Printed Name of Legal Representative* *Relationship to Decedent*

**(Please read each section and initial)**

\_\_\_\_ I. The representative warrants and represents to Evins, Larry and Perry Funeral Home that the Representative is the person or the appointed agent of the person who by law has the paramount right to arrange and direct the disposition of the remains of the above named decedent and that no other person (s) has a superior right over the right of the representative, pursuant to Health and Safety Code Sections 7100 and 7105, and or Family Code Section 297.5

\_\_\_\_ II. I warrant the truthfulness of any facts set forth on the document and any other document authorizing internment or cremation of the above decedent, pursuant to Health and Safety Code Section 7110.

\_\_\_\_ III. I acknowledge I am personally liable for all damages occasioned by or resulting from any breach of such warranty, pursuant to Health and Safety Code Section 7110.

\_\_\_\_ IV. I have received copies of Evins, Larry and Perry Funeral Home General Price & Casket price lists and the California Department of Consumer Affairs "Guide to Funeral and Cemetery Purchases".

\_\_\_\_ V. I understand and agree that Evins, Larry and Perry Funeral Home reserves the right to refuse or terminate services to anyone and at any time prior to completion of any final arrangements or service agreement.

\_\_\_\_ VI. I understand and agree that Evins, Larry and Perry Funeral Home has the right to hire or employ any third party vendor that they deem necessary. I further understand that if I choose to contract services or hire any third party vendor on my own that I am required and agree to notify Evins, Larry and Perry Funeral Home in writing, 48 hours prior to the final scheduled service date with the third party information. I further understand and agree that unless Evins, Larry and Perry Funeral Home is released from performing any services by the legal representative(s) Evins, Larry and Perry Funeral Home will maintain full control and authority over the deceased at all times and that no other third party vendor will supercede or interfere with the final direction of Evins, Larry and Perry Funeral Home.

\_\_\_\_ VII. I understand and agree that Evins, Larry and Perry Funeral Home nor its agents or contracted vendors will at any time participate, assist, direct, or engage in any processional or recessional act whether to the church, cemetery or other location for the purpose of performing a contracted service through Evins, Larry and Perry Funeral Home which requires the driving of Evins, Larry and Perry Funeral Home or its agents or contracted vendors vehicles; unless all parties including Evins, Larry and Perry Funeral Home have entered into a mutual contract and agreement. I further understand and agree that in the event I do decide to hire or contract a third party vender on my own for the sole purpose of escorting or chauffeuring the above

mentioned procession or recession; I will hereby indemnify and hold Evins, Larry and Perry Funeral Home harmless for any physical or punitive damages that may arise as a result.

\_\_\_\_\_ **VIII.** I understand and agree that any information provided by me to Evins, Larry and Perry Funeral Home for the purpose of completing the death certificate, obituary and or other memorial items is my responsibility for accuracy and correctness and I am responsible for any fees as a result of my own errors.

\_\_\_\_\_ **IX.** I understand agree that I am responsible for the removal of any jewelry or other items prior to the deceased remains arriving at Evins, Larry and Perry Funeral Home. I understand that Evins, Larry and Perry Funeral Home is not responsible for any items left on the body or in the casket prior to burial or cremation.

\_\_\_\_\_ **X.** I understand that if one of the services provided to me by Evins, Larry and Perry Funeral Home includes shipping of human or cremated remains. I am holding Evins, Larry and Perry Funeral Home harmless in the event the cremated remains and/or container, casket or urn become lost and or damaged during shipping.

\_\_\_\_\_ **XI.** I understand that payment in full must be made to Evins, Larry and Perry Funeral Home at least 24 hours prior to execution of any contracted service. I further understand, that if payment or payment arrangements has not made in full by this time Evins, Larry and Perry Funeral Home reserves the right to withhold services until payment is paid in full. No service or ceremony will be scheduled or performed by Evins, Larry and Perry Funeral Home unless all fee are paid in full or other arrangements have been made in writing.

\_\_\_\_\_ **XII.** I understand that Evins, Larry and Perry Funeral Home does not allow refunds on special ordered or other items including caskets, urns, or any other item that was ordered by the contract signer.

\_\_\_\_\_ **XIII.** I understand that if I have chosen any service that includes cremation that I may not receive the cremated remains for a minimum of 30 business days after all required documents have been signed by all legal representatives pursuant to Health and Safety Code Sections 7100 and 7105, and or Family Code Section 297.5 and filed with the appropriate state or county agency and all fees have been paid or arranged with Evins, Larry and Perry Funeral Home.

\_\_\_\_\_ **XIV.** I understand that if the service I chose is cremation that I am responsible to pick-up the cremated remains within three business days from the time that I am notified that the cremated remains are ready for pick-up. I understand that failure to pick-up the cremated remains may result in storage of cremated remains fees that will be calculated on a per day basis. I further understand that Evins, Larry and Perry Funeral Home is not responsible for transporting cremated remains to the final disposition place, including but not limiting cemeteries unless it is specifically requested by me in writing and listed on the goods and services contract that I signed with Evins, Larry and Perry Funeral Home.

\_\_\_\_\_ **XV.** I understand that the contract listing the Goods and Services can only be signed by the legal representative(s) pursuant to Health and Safety Code Sections 7100 and 7105, and or Family Code Section 297.5.

\_\_\_\_\_ **XVI.** I understand that it is the policy of Evins, Larry and Perry Funeral Home to only take payments from the contract signer.

\_\_\_\_\_ **XVII.** EFH does not take checks from outside parties for any service or goods purchased. An outside party is anyone who is not the contract signer.

\_\_\_\_\_ **XVIII.** I understand that some families choice to elect express cremation service for an additional fee and that without any further notice from Evins, Larry and Perry Funeral Home this may delay the cremation of those who have not elected this service. I further understand that I may also elect this service in order to facilitate a more timely return of cremated remains.

**I understand that Evins, Larry and Perry Funeral Home reserves the sole discretion to alter or change any of the above policies and procedures as they deem necessary.**

Signed under penalty of perjury by:

X \_\_\_\_\_  
Signature of Legal Representative

X \_\_\_\_\_  
Date