


**APPLICATION FOR THE
AUTHORIZATION OF THE CREMATION PROCESS
AND
INSTRUCTIONS FOR THE DISPOSITION OF**

Name of Individual to be Cremated (Deceased)

_____/_____/_____/_____
Date of Birth / Date of Death / Time of Death / Age

_____/_____
Place of Death / Hospice (Yes or No)

NOTICE: THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. THE CREMATION PROCESS IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

AUTHORIZATION

Name and Signature of Individual Confirming Identity of Decedent:

The death of the decedent was (x)____ was not (x)____ due to an infectious or contagious disease.

A. The undersigned [hereinafter referred to as the "Authorizing Agent(s)"] hereby certify, warrant, and represent that I/We have the full legal right and authority to authorize the cremation, to include the processing or pulverizing of the cremated remains, and disposition of the remains of _____ (hereinafter referred to as the "Decedent") and the Authorizing Agent(s) is (are) not aware of any living person who has a superior right to that of the Authorizing Agent(s) as set forth in G.S. 90-210.124; or if there is another living person who does have a superior right to that of the Authorizing Agent(s), the Authorizing Agent(s) represent that the Authorizing Agent(s) has (have) made all reasonable efforts to contact such person, has (have) been unable to do so, and has (have) no reason to believe that such person would object to the cremation of the decedent.

Name(s) of person(s) attempted to be contacted

Initial(s)

B. The Authorizing Agent(s) has (have) either disclosed the location of all living persons with equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.124, or does (do) not know the location of any other living person with an equal right to that of the Authorizing Agent(s).

Initial(s)

C. I/We hereby request and authorize **Rich and Thompson Funeral & Cremation Service, 306 Glenwood Ave., Burlington, NC 27215, 207 E. Elm St., Graham, NC 27253** (hereinafter referred to as the "Funeral Home") to take possession of and make arrangements for the cremation, processing or pulverizing, and disposition of the remains of the Decedent at **Rich and Thompson Crematory, 207 E. Elm Street, Graham, NC 27253**. (hereinafter referred to as the "Crematory") in accordance and subject to (a) the terms and conditions set forth in this Authorization as outlined by the Crematory, (b) the rules and regulations of said Funeral Home and, (c) any applicable state or local laws, rules, and regulations.

Initial(s)

I/We, the Authorizing Agent(s), do hereby certify, warrant, and represent that I/we understand:

D. **All** cremations are performed individually. The cremation process begins with the placement of the cremation container into the cremation chamber where it is subject to intense heat and flame reaching temperatures of 1400 to 1800 degrees Fahrenheit. Due to the nature of the cremation process, any valuable material will not be recoverable. In the event of such valuable items in which I/we wish to retain, it is my/our responsibility to remove them or have them removed **prior** to the cremation process. Body prostheses, dental bridgework, or dental fillings within the remains will either be destroyed or will not be recoverable. Accordingly, the Authorizing Agent(s) represent and warrant to the Crematory that such materials have been removed from the remains or if not, that they may be removed from the remains and disposed of by the Crematory or may be destroyed by the cremation process.

Initial(s)

E. Following a cooling period, the cremated remains are then swept or raked from the cremation chamber. Cremated remains, depending on the bone structure of the decedent, will weigh approximately 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors. Even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the Decedent; some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process (pulverize) the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.

Initial(s)

F. Cremated remains consist primarily of bone fragments, which are processed or pulverized to permit their placement in an urn or other suitable container. Unless a suitable container is purchased for the cremated remains of the Decedent, the crematory will place such remains in a container which is designed for short-term use and **may not be recommended for any type of shipment**. In the event the capacity of the urn or other container is insufficient to accommodate all of the cremated remains of the Decedent, an additional temporary (short-term) container will be used and returned to the person(s) designated in Paragraph J.

Initial(s)

G. Implanted pacemakers or other mechanical devices in the Decedent may create a hazardous condition when placed in a cremation chamber. The Crematory will not, therefore, cremate any human remains which contain any type of implanted mechanical device. In the event the remains of the Decedent do contain such a device, the Authorizing Agent(s) hereby authorize and instruct the funeral home, its agents and employees to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains prior to the cremation process. TO THE BEST OF THE KNOWLEDGE OF THE AUTHORIZING AGENT(S), THE HUMAN REMAINS DO () DO NOT () CONTAIN A PACEMAKER OR ANY OTHER MATERIAL OR IMPLANT THAT MAY BE POTENTIALLY HAZARADOUS TO THE PERSON PERFORMING THE CREMATION. THE AUTHORIZING AGENT(S) CERTIFY THAT TO THE BEST OF HIS/THEIR KNOWLEDGE THE REMAINS OF THE DECEDENT DO ()DO NOT () CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE.

Initial(s)

H. The Crematory reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container; and the Crematory reserves the right to make disposition of such noncombustible container at its sole discretion. The Crematory is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.

Initial(s)

I. If no final disposition is given, the cremated remains will be held by the Crematory Licensee/Funeral Home for 30 days before they are disposed of, unless the cremated remains are received from the Crematory Licensee/Funeral Home prior to that time, in person, by the Authorizing Agent or his designee.

Initial(s)

J. I/We authorize the Crematory to return the cremated remains of the Decedent to the possession and custody of the Funeral Home. I/We understand that the services and obligations of the Crematory shall be fulfilled when the cremated remains of the Decedent are returned to the possession and custody of the Funeral Home. I/We hereby authorize the Funeral Home to arrange for the disposition of the cremated remains of the Decedent as follows (complete appropriate disposition):

1. ___ Deliver the cremated remains to _____ cemetery, with which arrangements already have been made for the cremated remains to be _____.
2. ___ Release the cremated remains to the following designated person:
Name: _____ Relationship: _____
3. ___ Delivery by funeral home the cremated remains to the US Postal Service for shipment via Registered, Return Receipt mail to
Name _____
Address _____
City/State/ZIP _____ (Attach Postal Receipt to NC Board Form.)
4. ___ Delivery by crematory the cremated remains to the US Postal Service for shipment via Registered, Return Receipt mail to
Name _____
Address _____
City/State/ZIP _____ (Attach Postal Receipt to NC Board Form.)
5. ___ Deliver the cremated remains to _____ (name of carrier) for shipment in my name as cosignor to _____
(name and address of cosignee) for permanent disposition. (Attach copy of carrier receipt.)
___ Other (Describe): _____

(If options 3, 4, or 5 are selected, then I/we agree to assume all liability that may arise from such shipment, and indemnify and hold the Funeral Home and/or Crematory harmless from any and all claims that may arise from such shipment.)

Initial(s)

K. If this cremation authorization form is being executed on a preneed basis, by placing his or her initials in the appropriate line, the Authorizing Agent indicates his or her election of said option:

1. _____ I do not wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem such a change to be appropriate.
2. _____ I wish to allow only the survivors whom I have designated below the option of canceling my cremation and selecting alternative arrangements or continuing to honor my wishes for cremation and purchasing services and merchandise if they deem such a change to be appropriate.

(Name{s} of Survivors)

Initial(s)

L. The Authorizing Agent(s) may specify in writing religious practices that conflict with Article 13 of Chapter 90 of the North Carolina General Statutes. The crematory licensee and funeral director shall observe these religious practices except where they interfere with cremation in a licensed crematory as specified under G.S. 90-210.123 or the required documentation and record keeping.

Initial(s)

M. The Authorizing Agent(s) understand(s) that after this cremation authorization form is executed, the authorizing agent(s) can only revoke the authorization and instruct the crematory licensee or funeral establishment to cancel the cremation and to release or deliver the human remains to another crematory licensee or funeral establishment by providing such instructions to the crematory licensee in writing prior to the commencement of the cremation. The crematory licensee shall honor these instructions provided that it receives such instructions prior to commencement of the cremation of the human remains.

Initial(s)

N. As the Authorizing Agent(s), I/we hereby agree to indemnify, defend, and hold harmless the Funeral home, its officers, agents and employees, of and from any and all claims, demands, cause or causes of action, and 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 to properly identify the decedent or the human remains transported to the Crematory, the processing, shipping and final disposition of the decedent's cremated remains, the failure 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 person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by the Crematory, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

Initial(s)

REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and agent/employee of **Rich & Thompson Funeral and Cremation Service, Inc.** I warrant to the best of my knowledge that (1) our funeral home was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that I have reviewed this authorization form with the Authorizing Agent(s); (2) that no member of our funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form, by the Authorizing Agent(s), are incorrect; (3) that the human remains delivered to the Crematory and represented as the human remains specified on this form are in fact the human remains that were identified to our funeral home as the decedent; and (4) that our funeral home obtained all necessary permits authorizing the cremation of the Decedent. I understand that failure to complete this authorization in its entirety and other required documentation will result in the delay of the cremation of the Decedent.

_____/ _____/ (336) 226-1622
Signature of Funeral Director License Number Telephone Number
Rich and Thompson Funeral & Cremation Service _____ NC
Name of Funeral Home Address of Funeral Home City State ZIP

FOR CREMATORY USE ONLY

Cremation approved by _____

Date _____

Instructions _____

Instructions for Filling out the Application for the Authorization of Cremation Process and Instructions for Disposition

Begin with the question concerning whether or not the death was due to an infectious disease. Check **was** if the answer is yes, check **was not** if the answer is no. If you do not know, skip this question and go on to Section A.

Section A: If you are the person with the legal right to make decisions concerning the disposition of the deceased, (the Authorizing Agent) write your initials in the labeled area. *YOUR FUNERAL DIRECTOR WILL TALK WITH YOU TO DETERMINE WHO HAS THE PRIMARY RIGHT OF DISPOSITION. DO NOT ASSUME THAT YOU HAVE THE RIGHT TO MAKE DECISIONS JUST BECAUSE YOU ARE THE SURVIVING SPOUSE OR A CHILD. NC HAS LAWS IN PLACE CONCERNING WHO HAS SPECIFIC RIGHTS TO DISPOSITION.* If it is determined that you are not the person with the primary right to make decisions concerning disposition, please list the names of those that it is determined do have that right in the spaces labeled **Name(s) of person(s) attempted to be contacted**. Your initials are to go on the line labeled **Initial(s)**.

Section B: Initial on the line labeled **Initial(s)** certifying that you have truthfully disclosed the names and/or locations of anyone with equal right as that of the proper Authorizing Agent or do not know the location of anyone else with an equal right to that of the Authorizing Agent.

Section C: Initial on the line labeled **Initial(s)** requesting and authorizing Rich and Thompson to arrange for the cremation of the deceased.

Sections D, E and F: These sections detail the cremation process and procedures carried out during the process and the types of containers used. Initial on the line labeled **Initial(s)** in each section indicating that you understand the process.

Section G: If the deceased has an implanted medical device, such as a pacemaker or defibrillator or has been treated with radioactive seeds, please check DO, if not, check DO NOT. If the deceased has an implanted medical device such as an artificial joint, bone or pins, please check DO, if not, check DO NOT. In the event you check DO to either question, you will be contacted for additional information. Initial on the line labeled **Initial(s)** indicating that you have answered this question to the best of your knowledge.

Section H: Initial on the line labeled **Initial(s)** showing that you have read and understand this section concerning the container the deceased is placed in prior to cremation.

Section I: Initial on the line labeled **Initial(s)** showing you understand the funeral home policy concerning unclaimed cremains.

Section J: If the cremains are to be taken to a local cemetery for disposition, select option **1**. Designate the cemetery and what is to be done with the cremains, for example, Burial, Entombment in a niche or scattered.

Select option **2** if the cremains are to be given to someone for private disposition. Enter the name and the relationship to the deceased of the person designated to receive the cremains from the funeral home.

Select option **3** if you want the funeral home to receive the cremains back from the crematory and mail them somewhere for you. Select option **4** if you want the crematory to do this instead of the funeral home. PLEASE NOTE, THE FUNERAL HOME AND THE CREMATORY ARE ONE ENTITY. THEREFORE, EITHER OPTION CAN BE CHOSEN WITHOUT ANYOUT ANY DIFFERENCE IN PERFORMANCE OF YOUR REQUEST.

Select option **5** if you wish for some means of shipping other than the US Postal Service. Designate your desired carrier.

Select **other** if you have a request that differs from any of the above and describe. Initial on the line labeled **Initial(s)** indicating you understand and direct these options.

Section K: In the event this form is being signed on a preneed basis, you can specify if you want someone to be able to cancel your plans to be cremated or not. If you **DO NOT** want anyone to be able to change your plans to be cremated, initial option **1**. Initial on the line labeled **Initial(s)** indicating you understand this.

If you **DO** wish you allow someone to cancel your plans to be cremated, select option **2**. You must designate who will have that right. Put their names on the lines provided for that. Initial on the line labeled **Initial(s)** indicating you understand this.

Section L: The crematory will observe any religious practices that do not conflict with the laws regulating cremation in North Carolina. These practices must be submitted in writing by the Authorizing Agent. Initial on the line labeled **Initial(s)** indicating you understand this.

Section M: If you wish to cancel your plans for the cremation after signing this authorization, you must submit your request for a change in writing and prior to the beginning of the cremation process. Initial on the line labeled **Initial(s)** indicating you understand this.

Section N: This section states that you, as the Authorizing Agent, will not hold the funeral home or crematory legally responsible for any wrongful actions unknowingly committed by the funeral home or crematory based upon the fulfillment of this authorization, signed by you, with the exception of willful acts of negligence on the funeral home or crematory's part. Initial on the line labeled **Initial(s)** indicating you understand this.

Section: Signatures of Authorizing Agents For Cremation and Disposition

In this section the Authorizing Agent(s) is required to sign the form and print their name(s) beside of it. The relationship to the deceased is also required along with the date and time the authorization is being signed. Include the address of the Authorizing Agent(s).

By signing the Authorization, you are certifying that all statements you have made, with the exception of Section G, if you do not know that information, are true and correct. Further, you understand that this authorization is for the purpose of cremation of the deceased and that all Authorizing Agent(s) have read and understand the provisions of this form.

The Authorizing Agent(s) signature(s) must be witnessed. If done in the presence of a funeral director or crematory operator, that person may sign as witness. The form may be signed in the presence of two people that are not Authorizing Agents themselves, provided they include their contact information.

A Notary Public may witness the signing of the form.

In the event the Authorizing Agent(s) are not able to readily deliver the cremation form to the funeral home or crematory, the completed forms must be faxed back to Rich and Thompson at 336 226-7408 or emailed to info@richandthompson.com. **The cremation can NOT take place until all of the Authorizing Agents have provided us with a properly filled out authorization.** The copy with the original signatures must be delivered to the funeral home when by the Authorizing Agent(s), either in person, by mail or by other carrier. If you have any questions concerning this authorization, please do not hesitate to contact the funeral home at 336 226-1622.

It has been our experience that funeral homes near where the Authorizing Agents are located have been very helpful in providing services such as witnessing and faxing at no charge. We will be more than happy to contact a local funeral home on your behalf and arrange for such services if you wish.