

Aggieland Affordable Cremation
Bryan Affordable Cremation
College Station Affordable Cremation

Hillier Funeral Home

The Affordable, Professional, Ethical &
Highest Quality Cremation Alternative

Fax Information to: 979-823-8050 ♦ E-mail Information to: wecare@aggielandaffordablecremation.com

Texas Cremation Authorization and Disposition Instructions

Cremation/Contract No. _____ Funeral Director: _____

Not valid until countersigned by Hillier Funeral Home, hereinafter "Funeral Home."

Crematory Establishment: _____

The Authorizing Agent, as identified herein, and Funeral Home enter into this contract on the terms and conditions set forth below.

1. Identification of Decedent

Name: _____ Age: _____ Sex: _____

Place of Death: _____

Date of Death: _____ Time of Death: _____

Last Known Address: _____

Have 48 hours passed since the time of death? **Yes/No** If no, has the waiting period been waived? **Yes/No**
If yes, attach a copy from Justice of the Peace, Medical Examiner or Court Order.

The authorizing agent(s) have identified the human remains as the decedent: _____ (initial)

Has a viewing or service been arranged? **Yes/No** If yes, when? _____ Where? _____

2. Disposition

Decedent shall be cremated in a (describe container) _____.

The processed remains will be placed in a Temporary Utility Container, unless a different type of urn is designated here: _____.

The Authorizing Agent hereby instructs the crematory establishment to release the cremated remains to the following designated funeral home or person:

Name: **Hillier Funeral Home**
Address: **2301 E. 29th St., Bryan, TX 77802**
Relationship to decedent: **Funeral home**

Final disposition, if known: _____

NOTICE: (1) the authorizing agent assumes responsibility for the disposition of the cremated remains; and (2) the crematory establishment may: (A) release to the authorizing agent, in person, the cremated remains of the deceased person; (B) ship the cremated remains to the authorizing agent if the agent authorizes shipment and provides a shipping address on the authorization form; or (C) dispose of the cremated remains in accordance with V.T.C.A., Health & Safety Code Chapter 711 not earlier than the 121st day following the date of cremation if the cremated remains have not been claimed by the authorizing agent.

If the remains are mailed, Authorizing Agent agrees that Funeral Home and/or the crematory establishment will be acting solely as my agent in mailing the remains, and agrees that neither the Funeral Home nor the crematory establishment shall be liable if the remains are lost or damaged.

Initial here: _____

1. Ship to: _____
(Name of Individual to receive Cremation Remains) Mailing Address City St/Zip
(#1 is delivery of cremated remains via USPS, Registered Return Receipt Mail. Authorizing Agent agrees to assume all liability that may arise from such shipment, and to indemnify and hold the Crematory and Funeral Home harmless from any and all claims related to shipment)

2. Release to Designated Person: _____
Relationship: _____

3. Implants and Items of Value

Mechanical, silicon, or radioactive implants or devices in the decedent may create a hazardous condition when placed in a cremation chamber. All such devices which are or may be hazardous or explosive must be removed prior to cremation. Authorizing Agent represents to Funeral Home and crematory establishment that to their knowledge the decedent's remains do not contain a pacemaker, prosthesis, radioactive implant or any other material, implant or device that could be hazardous or explosive or cause damage to the cremation chamber or the person performing the cremation.

To the extent that such devices were present, Authorizing Agent has instructed their removal. Authorizing Agent understands that mechanical prosthesis, 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.

To return all non-human materials, please initial: _____

Does decedent have any pacemaker, radioactive or implanted medical devices? **Yes/No**
If Yes, Please Indicate Type of Device _____

Items of Value: _____

Handling Instructions: _____

4. Authorization

The Authorizing Agent hereby authorizes and requests Funeral Home and crematory establishment to cremate the human remains of the decedent and to arrange for the final disposition of the cremated remains as set forth in this contract, in accord with subject to its rules and regulations, and any applicable state or local laws or regulations. Funeral Home and crematory establishment are 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.

5. Limitation of Liability

Authorizing Agent hereby agrees to indemnify, defend, and hold Funeral Home, crematory establishment, their officers, agent and employees, of and from any and all claims, demands, cause or causes 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 transmitted to Funeral Home, 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 decedent or the decedent's cremated remains, or any other action performed by Funeral Home, its officers, agents or employees, pursuant to this authorization, excepting only acts of gross negligence on the part of Funeral Home or crematory establishment.

6. Arbitration Agreement

By signing the Cremation Authorization, you agree that any and all disputes arising out of or in connection with the present contract shall be submitted to and finally resolved by mandatory and binding arbitration governed by the provisions of the Federal Arbitration Act and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. As used herein, "dispute" shall mean all claims, demands, disputes, controversies, and differences, whether in contract or in tort that may arise between the parties to this Cremation Authorization including, but not limited to, the interpretation of this Arbitration Agreement and any disagreement arising out of or related to the interpretation, enforcement or breach of the Cremation Authorization. An arbitration proceeding initiated under this Arbitration Agreement shall be conducted by a panel of three arbitrators.

The first arbitrator shall be selected by you, the second shall be selected by us, and the third by the two party-selected arbitrators. The arbitration shall be held in such place that is agreed upon by both us and you. Each party to the arbitration shall bear the costs and expenses of the arbitration equally and will be responsible for their own attorney's fees unless the arbitrators make a finding otherwise. The decision of the arbitrators shall be final, binding and non-appealable, except that such decision and the satisfaction thereof may be enforced by the prevailing party in any court of proper jurisdiction. By signing this Cremation Authorization, you agree to give up your right to litigate in court, your right to a jury trial, as well as any right to an appeal.

7. Authority of Authorizing Agent

Did the decedent arrange for his/her own cremation on a pre-need basis? Yes No

Did the decedent leave a will with written instructions to be cremated? Yes No

Did the decedent execute a pre-need cremation contract? Yes No

Did the decedent execute a pre-need cremation authorization form? Yes No

Did the decedent leave oral or written instructions to be cremated? Yes No

If yes, with whom: _____

Did the decedent arrange for final disposition of the cremated remains? Yes No

If yes, please describe: _____

Authorizing Agent hereby represents that the decedent left the following survivors heirs at law:

Spouse, _____; No. of Adult Children: _____; Father: _____;

Mother: _____; No. of Adult Siblings: _____

If the decedent is not survived by spouse, children, parents or siblings, the person(s) in the next degree of kinship to the decedent is (are): _____

Based on the foregoing, Authorizing Agent hereby states that he/she has the right to authorize the cremation of the deceased person and is not aware of any person with a superior or equal priority right; or if another person has an equal priority right to authorize cremation, he/she: (i) has made all reasonable efforts but failed to contact that person and believes the person would not object to the cremation; and (ii) agrees to indemnify and hold harmless the funeral establishment and the crematory establishment for any liability arising from performing the cremation without the person's authorization.

8. Signature of Authorizing Agent

I/We further acknowledge that I/We have read the following statement:

By executing this contract 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 Funeral Home and crematory establishment to cremate the human remains of the decedent, and that the undersigned has read and understands the provisions contained in this contract and its exhibit(s), if any.

Executed this _____ day of _____, 20_____.

Name: _____

Signature: _____

Relation to decedent: _____

Phone number: _____

Address: _____

Name: _____

Signature: _____

Relation to decedent: _____

Phone number: _____

Address: _____

Name: _____

Signature: _____

Relation to decedent: _____

Phone number: _____

Address: _____

Name: _____

Signature: _____

Relation to decedent: _____

Phone number: _____

Address: _____

On Behalf of the Funeral Home: _____

Signature: _____