



www.BayAreaMortuary.com

Bay Area Mortuary Services
California Funeral Establishment FD 1829
1701 Little Orchard Street
San Jose, CA 95125

Phone: 408-998-2202 Fax: 408-998-8631

**AUTHORIZATION FOR RELEASE OF
HUMAN REMAINS AND PERSONAL PROPERTY**

TO: _____

Name of Facility (i.e., hospital, medical examiner/coroner, etc.)

Pursuant to California Health & Safety Code, Division 7, Part 1, Chapter 2, Section 7053, this document is a demand for and authorization to release forthwith the Remains and Personal Property of:

Full Name of Decedent

to: BAY AREA MORTUARY SERVICES (FD-1829) 1701 Little Orchard Street, San Jose, CA 95125

acting as agents for: _____

(Full Name of Claimant/Person Authorizing Release)

whose signature below authorizes the release of the human remains specified above.

(Check all that apply)

- I am the Decedent's (circle one) spouse, child, parent, nearest other relative, or other interested party if no family member(s) can be located.
- The Decedent named me to control the disposition of his/her body in a will or supplement documentation (attach a copy of that document).

By signing below, you represent that:

- You warrant and represent that you are the person or the appointed agent of the person who by law has the legal right to arrange and direct the disposition of the remains of the Decedent.
- You are not aware of any written instruction by the Decedent, or any contract for funeral services by the Decedent, that give control of the disposition of the Decedent's remains to any other person.
- You understand the provisions of the California Health and Safety Code Section 7100 regarding the right to control disposition and are in compliance.

Signature of Person Authorizing Release

Print Name

Relationship of Authorizing Person to Decedent

Date



BAY AREA MORTUARY ~ VITAL INFORMATION FORM



(Required for non-Medical portion of the Death Certificate)

Please type or print as clearly as possible. All information will be transcribed onto the official death certificate. THANK YOU.

1. NAME OF DECEDENT- FIRST		2. MIDDLE		3. LAST		
4. AKA. ALSO KNOWN AS ~ Include full AKA (FIRST, MIDDLE, LAST)			5. DATE OF BIRTH mm/dd/yyyy	6. AGE	7. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	
8. BIRTH STATE/ FOREIGN COUNTRY		9. SOCIAL SECURITY NUMBER		10. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN		
11. MARITAL STATUS (Check One) <input type="checkbox"/> NEVER MARRIED <input type="checkbox"/> MARRIED <input type="checkbox"/> CALIF. REG. DOMESTIC PARTNER <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> UNKNOWN						
12. EDUCATION - HIGHEST LEVEL / DEGREE		13. WAS DECEDENT SPANISH/HISPANIC/LATINO <input type="checkbox"/> YES: _____ <input type="checkbox"/> NO			14. RACE	
15. OCCUPATION - Type of work most of life. DO NOT USE RETIRED			16. KIND OF BUSINESS (e.g. grocery store, education, etc.)		17. YEARS IN OCCUPATION	
18. DECEDENT'S HOME ADDRESS (Street and number)						
19. DECEDENT'S CITY OF RESIDENCE		20. COUNTY/PROVINCE	21. YEARS IN COUNTY	22. STATE/FOREIGN COUNTRY	23. ZIP CODE	
24. INFORMANT'S NAME		25. RELATIONSHIP	26. INFORMANT'S MAILING ADDRESS (Street and number)			
27. INFORMANT'S CITY, STATE, AND ZIP			28. INFORMANT'S PHONE NUMBER (with Area Code)			
29. NAME OF SPOUSE (If living)		30. MIDDLE		31. LAST (If wife, enter Maiden Name)		
32. NAME OF DECEDENT'S FATHER- FIRST		33. MIDDLE		34. LAST		35. BIRTH STATE
36. NAME OF DECEDENT'S MOTHER- FIRST		37. MIDDLE		38. LAST (Maiden Name)		39. BIRTH STATE
40. FINAL DISPOSITION (Check One) IF CREMATION - FINAL DISPOSITION OF CREMATED REMAINS (Check One) <input type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> RESIDENCE <input type="checkbox"/> SEA SCATTER						
41. PLACE OF FINAL DISPOSITION - FULL NAME, ADDRESS AND ZIP OF PERSON(S) WHO WILL KEEP CREMAINS AT THEIR RESIDENCE, OR CEMETERY NAME, ADDRESS AND ZIP OR LOCATION WHERE CREMAINS ARE TO BE SCATTERED						
42. PHYSICIAN'S NAME			43. PHYSICIAN'S PHONE AND FAX PH: FAX:		44. NUMBER OF CERTIFIED COPIES (of Death Certificate)	
45. PHYSICIAN'S ADDRESS			46. HOW DID YOU HEAR ABOUT US?			

I have read the above information and state that that it is true and correct and release Bay Area Mortuary Services from any charges that may occur in the correction of the original death certificate due to this information.

SIGN HERE

SIGNATURE: _____

DATE: _____



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California Funeral Establishment FD 1829
1701 Little Orchard Street
San Jose, CA 95125

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Phone: 408-998-2202 Fax: 408-998-8631

AUTHORIZATION TO ACCEPT OR DECLINE EMBALMING

TO: BAY AREA MORTUARY SERVICES
(Funeral Establishment Name)

RE: _____
(Decedent)

Embalming 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, _____, do do not (**check one**) request embalming. I understand that for storage or embalming purposes the decedent may be transported to the following location:

BAY AREA MORTUARY SERVICES - 1701 Little Orchard Street, San Jose, CA 95125
(Location Name and Address)

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 _____, _____, at _____.
(Month) (Year) (City and State)

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

The above statement regarding embalming and storage was read and/or provided to _____, Relationship to Decedent: _____, who did did not (check one) authorize 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 is true and correct.

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

Funeral Establishment Representative (Print Name)

Funeral Establishment Representative (Signature)



Disclosure of Preneed Funeral Agreement

The funeral establishment, **BAY AREA MORTUARY SERVICES**

License Number **FD-1829**, **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.

AUTHORIZATION FOR CREMATION AND DISPOSITION

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

CONTRACT # Bay Area Mortuary CREMATORY _____

YELLOW HIGHLIGHTED AREAS MUST BE FILLED IN

NAME OF DECEASED _____

The undersigned [hereinafter referred to as the "Authorized Representative(s)"] hereby certify that they are the legal custodian(s) of the herein named Individual (hereinafter referred to as the "Individual"), having full legal authority to authorize the cremation, processing and disposition of the cremated remains of the Individual and hereby request and authorize, Providers to take possession of and make arrangements for, the cremation, processing and disposition of the remains of the Individual in accordance with and subject to: (a) the terms and conditions set forth in this authorization, (b) the Provider's rules and regulations and (c) any applicable state or local laws, rules or regulations.

DISPOSITION OF CREMATED REMAINS

The Authorized Representative(s) hereby authorize the Provider to make disposition of the cremated remains of the Individual as follows:

- CHOOSE ONE**
- Sea Scatter
 - Return to family: _____
 - Scatter in a local cemetery garden: _____
 - Special Handling _____

A. The Authorized Representative(s) certify and represent that the remains delivered for cremation are those of the Individual and the Authorized Representative(s) further represent that they have the right to control the disposition of said remains.

B. The remains of this Individual will not be accepted for cremation unless they are in a leakproof combustible container. Provider is authorized to remove and discard handles or any other attached to the cremation container which may cause damage to the cremation chamber. Remains received in caskets constructed of metal, fiberglass, or other non combustible materials will be removed from such caskets prior to cremation. Provider shall make disposition of such caskets in keeping with provider's established practices.

C. The Authorized Representative(s) understand that due to the nature of the cremation process any valuable material including dental gold, will either be destroyed or not be recoverable. Accordingly, the Authorized Representative(s) represent and warrant to the Provider that all body prostheses, dental bridgework, dental fillings, or personal articles accompanying the remains (1) have been removed from the remains; (2) may be removed from the remains and disposed of by the provider unless otherwise directed in writing by the Authorized Representative(s); or (3) may be destroyed by the cremation process.

D. Mechanical devices implanted in the Individual may create a hazardous condition when placed in a cremation chamber. Provider will not, therefore, cremate any human remains which contain any type of implanted mechanical device. **THE AUTHORIZED REPRESENTATIVE(S) CERTIFY THAT THE REMAINS OF THE INDIVIDUAL () DO () DO NOT CONTAIN ANY TYPE OF IMPLANTED MECHANICAL DEVICE.** In the event the remains of the Individual do contain such a device, the Authorized Representative(s) hereby authorize and instruct the Provider, 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 commencement of the cremation process. The Authorized Representative(s) also agree to indemnify the Provider, its affiliates, and their agents and employees, against loss from any and all claims, demands, or damages which may be made or declared against it or them by reason of the failure of the Authorized Representative(s) to timely disclose the existence of such implanted mechanical device(s). "Any change in status must be reported to the Provider in writing and will be considered an addendum to this authorization to cremate."

The following list describes ALL existing devices (including oil mechanical and prosthetic devices which may be implanted in or attached to the Individual) to be removed from the remains of the Individual and disposed of as instructed below:

Description: _____	Disposition: _____
Description: _____	Disposition: _____

E. The human body burns with the casket, container, or other material in the cremation chamber. Some bone fragments are not combustible at the incineration temperatures 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 of the contents of the cremation chamber, consisting of 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. The Authorized Representative(s) hereby expressly acknowledge and authorize the incidental or inadvertent commingling of the cremated remains of the Individual with other residual cremated remains remaining in the cremation chamber and/or other devices used to reduce the cremated remains.

(initial)

INITIAL HERE

F. The Authorized Representative(s) agree that if permanent arrangements for final disposition of the cremated remains are to be carried out by the Authorized Representative(s) or their duly authorized agent, and that such arrangements have not been completed within 120 days after the date of availability of such cremated remains for final disposition, the Provider shall give any written notice which is required by applicable state law. Thereafter, the Provider is authorized and directed to dispose of the cremated remains in any manner it may deem suitable, either (1) 120 days after such written notification, if written notice is required or (2) 120 days after the availability of such cremated remains for final disposition, if written notice is not required.

(initial)

INITIAL HERE

G. The obligation of the provider shall be limited to the cremation of the remains of the Individual and the disposition of cremated remains as directed herein. The Authorized Representative(s) agrees to release and hold the provider, its affiliates and their agents, employees and assigns, harmless from any and all loss, damages, liability or causes of action (including attorney fees and expense of litigation in connection with the cremation and disposition of the cremated remains if the Authorized Representative(s) fails to properly identify the remains of the deceased Individual prior to cremation, or subsequent to cremation, takes possession of the remains or makes permanent arrangements for the disposition of such remains. Provider's sole warranty is limited to providing the service that Provider has agreed to provide in accordance with the terms of the agreement in a manner that complies with industry standards. There are no other warranties, express or implied, and damages shall be limited to the refund of the cremation fee paid hereunder.

SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION

Signature of Authorized Representative(s) _____ Relationship _____

Street _____ City _____ State _____ Zip _____ Phone _____

Witness _____ Date _____

SIGN HERE

DECLARATION FOR DISPOSITION OF CREMATED OR HYDROLYZED HUMAN REMAINS

I/We hereby declare (my remains) or (the remains of) _____ in
Name of Person arrangements are for
the possession of Bay Area Mortuary Services 408-998-2202 will be cremated or
Name of Funeral Establishment and Telephone Number
hydrolyzed by Irvington Memorial Crematory 510-656-5800 and shall be disposed of in the following
Name of Crematory or Hydrolysis Facility and Telephone Number
manner¹: _____
Manner, Location and Other Detail of Disposition

Attach additional pages if necessary
Name of person(s) with the legal right to control disposition²: _____

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

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

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

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

IMPORTANT: Business and Professions Code section 7685.2(b) requires funeral establishments to complete this form, provided by the Cemetery and Funeral Bureau, when making arrangements for cremation or hydrolysis. 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 OR HYDROLYZED HUMAN REMAINS

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

If the cremated or hydrolyzed remains container cannot accommodate all cremated or hydrolyzed remains of the deceased, the crematory or hydrolysis facility shall provide a larger cremated or hydrolyzed remains container at no additional cost, or place the excess in a second container that cannot easily come apart from the first, pursuant to Business and Professions Code section 7685.2.

¹ See Health and Safety Code sections 7054, 7054.6, 7116, and 7117 for legal dispositions of cremated or hydrolyzed human remains.
² See Health and Safety Code section 7100 for the list of person(s) with the legal right to control disposition of human remains.

IRVINGTON MEMORIAL CREMATORY

41001 Chapel Way Fremont, CA 94538
(510) 656-5800 Lic. CR130

AUTHORITY TO CREMATE

Subject to the Rules & Regulations of Irvington Memorial Crematory(hereinafter referred to as "Crematory"),
you are hereby authorized to cremate the remains of:

Disposition of Cremated Remains: _____

Funeral Director & Address:
BAY AREA MORTUARY SERVICES **408-998-2202**
1701 Little Orchard Street, San Jose, CA 95125

INFECTIOUS: Yes _____ No _____
PACEMAKER: Yes _____ No _____ Removed by: _____

Delivery to: (Please Initial)
_____ I. I authorize you to deliver the said remains to:

for the purpose of interment or lawful scattering at sea.

THE CREMATION PROCESS

"The human body burns with the casket, container or other material 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 of 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 and 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." (Sect. 7054.7 (b) California Health & Safety Code)

When cremating, the Crematory will exercise reasonable efforts in keeping cremated remains separate. However, it is impossible to guarantee or warrant that bone particles or the residue of one cremation could not possibly be mixed with those of another cremation. Also, the temperature of the chamber is raised to meet the minimum Standards for Cremation as set forth by the Bay Area Air Quality Management District Regulations. I do not hold the Crematory responsible beyond reasonable effort.

I authorize the Crematory to separate all non-combustible inorganic material after the cremation process and authorize the Crematory to dispose of those metals at its discretion.

All non-combustible inorganic materials such as casket hardware, surgical pins, dental, orthopedic implants, etc. are mechanically separated. The Crematory will recycle these metals with an EPA compliant metal refinery. Any proceeds may be donated to a recognized charitable organization, be retained by the crematory, or redeemed for goods or services in the provider sponsored program at the discretion of the Crematory.

AUTHORITY TO CREMATE (CONTINUED)

I understand that if it is the intention to save any personal items, it is my responsibility to remove them before cremation.

In the event the cremated remains do not all fit in the container I have chosen, I direct The Crematory to: (*Initial One Only*)

_____ A. Return the balance of the remains to me.

_____ B. Place the balance of the remains in a common interment site within Irvington Memorial Cemetery. I Specifically authorize the placement and the commingling of the cremated remains of more than one person in the same container or the same interment plot. (Sect. 7054.7 (a) (2)(3) California Health & Safety Code)

I declare under penalty of perjury the foregoing is true and correct and that I make this statement to allow the Crematory to cremate the remains of the decedent. This is your authority to make the disposition of the remains. In the event such remains have not been permanently interred or picked up by myself or my agent designated for said purpose within three (3) months of this date the Crematory is authorized to inter or cause them to be interred in such a manner as you may deem advisable, including commingling thereof by interment in a location or by manner with remains of another person or persons. I hereby warrant the said remains contain no pacemaker or other explodable implant and that it is safe to cremate. I hereby agree to protect and indemnify the Crematory or its assigns against any claims or damages which may result on account of this authorization or my failure to properly identify or pick up said remains, including legal fees, cost, and expenses of litigation.

CUSTODY AND DUTY OF INTERMENT- Health & Safety Code, Section 7100

I certify that I am the _____ (relationship) to the decedent. Pursuant to California Health and Safety Code section 7100, I am authorized to control disposition of the remains.

Executed at _____, California, this _____ day of _____ 20_____

FUNERAL HOME REP. SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SPECIAL INSTRUCTIONS:

