PRIVATE FUNERAL AGREEMENT

1. **PARTIES**:

"FUNERAL HOME":_____

(Name of Funeral Home)

"REPRESENTATIVE":_____

(Person with the right to control the final disposition under SD 34-26-75)

"DECEDENT":_____

(Name of Decedent)

"EXCLUDED PERSON(S)":_____

(Person(s) who are to be excluded from the visitation, memorial, funeral, graveside, etc.)

2. RELATIONSHIP OF REPRESENTATIVE: The REPRESENTATIVE warrants and represents to the FUNERAL HOME that the relationship between the REPRESENTATIVE and the DECEDENT is as follows:

_____

3. AUTHORITY OF REPRESENTATIVE: The REPRESENTATIVE warrants and represents to FUNERAL HOME that the REPRESENTATIVE is the person with the right to control the final disposition of DECEDENT under SD 34-26-75.

4. PRIVATE FUNERAL: The REPRESENTATIVE has directed the FUNERAL HOME that the visitation, memorial service, or funeral for DECEDENT will be private and that the visitation, memorial service, or funeral are to be by invitation only. The REPRESENTATIVE understands and agrees that any obituary or public notice of the death of the DECEDENT shall not list the place, time or date of any visitation or funeral ceremonies. It shall indicate only that the funeral ceremonies are private. The REPRESENTATIVE understands and agrees that any publication of the time or date or venue of any visitation, memorial service, or funeral voids this agreement and releases FUNERAL HOME from any responsibility concerning the privacy of any event. In addition, the REPRESENTATIVE instructs and directs the FUNERAL HOME to exclude the EXCLUDED PERSON(S) listed above from any visitation, memorial service, or funeral held at the FUNERAL HOME. The FUNERAL HOME shall not exclude any person from any venue that is not the property of the FUNERAL HOME. The REPRESENTATIVE

empowers the FUNERAL HOME to contract with, at REPRESENTATIVE'S sole expense, such security personnel as FUNERAL HOME deems appropriate to maintain the privacy of the visitation, memorial service, or funeral. The REPRESENTATIVE understands and agrees that the FUNERAL HOME may charge a premium for the extra work to contract with security. Finally, the REPRESENTATIVE agrees to execute any documents required by the security provider, including but limited to a direct contract with the security provider to which the FUNERAL HOME has no privity.

5. INDEMNIFICATION: The REPRESENTATIVE agrees to indemnify, defend, and hold harmless the FUNERAL HOME from any claims or causes of action arising or related in any respect to the request of the REPRESENTATIVE that are set forth above. REPRESENTATIVE also agrees to indemnify, defend, and hold harmless FUNERAL HOME from any injuries, damage, or death resulting from the exclusion of the EXCLUDED PERSON(S) from the FUNERAL HOME. The REPRESENTATIVE understands and agrees that the FUNERAL HOME is not responsible and cannot be held accountable for any damages should the security provider fail to exclude the requested person(s) and the REPRESENTATIVE agrees to indemnify, defend, and hold harmless the FUNERAL HOME from any and all claims related to any failure to exclude the person(s) listed *supra*.

Date:_____ x_____
REPRESENTATIVE

If more than one person has the right to control the final disposition of DECEDENT under SD 34-26-75 they must also agree and sign below as a REPRESENTATIVE.