

**CREMATION CONTRACT AND AUTHORIZATION FOR CREMATION AND DISPOSITION**  
**CREMATION SERVICES INC. 2570 FORTUNE WAY VISTA, CA 92081**

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

I/We, the undersigned, certify, warrant and represent that I/We are the legal next of kin and have the full legal right in accordance with Health & Safety Code Section 7100 to authorize the cremation, processing, and disposition of the remains of:

Decedent Name:

Decedent Address:

(Herein after referred to as the "Decedent").

I/We hereby request and authorize:

Name and address of contracting Funeral Home / Mortuary

(Herein after referred to as the "Funeral Home") acting as my/our agents to take possession of and make arrangements for the cremation of the remains of the Deceased at Cremation Services Inc. Vista, CA crematory (herein after referred to as the "Crematory").

☐ Standard Urn      ☐ Description of urn or container selected: \_\_\_\_\_

**Final Disposition**

I/We authorize the Crematory to return the cremated remains of the Deceased 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 Deceased 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 Deceased as follows:

**Additional Services Requested**

☐ **Witness Cremation**      ☐ **ID viewing**      ☐ **Other Describe** \_\_\_\_\_

☐ Release to family \_\_\_\_\_  
(Name(s) of designated family member(s) to receive remains)

☐ Scattering at sea by Funeral Home or Funeral Home's Agent

☐ Ship to: \_\_\_\_\_  
(Name, Street, City, State, Zip Code)

☐ Deliver to: \_\_\_\_\_

The cremation process and disposition of the remains of the Deceased authorized herein shall be performed in accordance with all governing laws, rules, regulations, and policies of the Crematory, and the following terms and conditions.

1. The remains of the Deceased will not be accepted for cremation unless received by the Crematory in a combustible, leak resistant cremation container or casket. The Crematory is authorized to remove and dispose of handles, ornaments, and any other noncombustible items attached to the cremation container or casket prior to cremation. The deceased will be cremated with any personal belongings that are received by the crematory with the body of the deceased. **The Crematory will not be responsible for the loss of belongings, prostheses, and or implanted devices that are not removed from the body prior to transport or that accompany the body during transport.** In the event the remains of the Deceased are received by the Crematory in a plastic casket or a container constructed of noncombustible materials, I/We authorize the remains of the Deceased to be removed prior to cremation and placed in a combustible cremation container. I/We authorize the Crematory to dispose of any such noncombustible casket in any lawful manner it deems appropriate. (An additional disposal fee may apply)

2. Due to advances in medical technology the remains of some decedents may contain medical devices containing radioactive material and or ferrous and nonferrous materials. **Note: All implantable electrical devices powered by and internal battery such as pacemakers, cardioverter-defibrillators, spinal cord stimulators, and internal pumps / ports are subject to explode when cremated. This can cause damage to the cremator, and injury or death to the cremationist and/or family members attending a witness cremation.** The contracting funeral establishment is therefore responsible for the removal of all such devices prior to the decedent's transport to the crematory. In addition, the Crematory periodically cleans crematory equipment surfaces and adjacent floor areas of cremation processing residue and dust created during the cremation process. This material is retained in a dedicated container and periodically scattered.

Name of representative who removed devices: \_\_\_\_\_ Date Devices were removed: \_\_\_\_\_

3. A person having the right to control the disposition of cremated remains may remove the remains in a durable container from the place of cremation or interment, pursuant to Section 7054.6 of the Health and Safety Code. Unless an urn or cremated remains container suitable for shipment is purchased, the Crematory will place the cremated remains of the Deceased in a cremated remains container. If the cremated remains container cannot accommodate all the

cremated remains of the deceased, the crematory shall provide a larger cremated remains container at no additional cost, or place the excess in a second container that cannot easily come apart from the first pursuant to Section 8345 of the Health and Safety Code.

4. I/We understand that: Cremation means the reduction of the body of the deceased person by incineration and necessary processing. "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 and 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, 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". Fetal remains that do not contain formed bones may be completely consumed during the cremation process.

#### **Time of Disposition**

5. The cremation and processing of the remains of the Deceased will not be performed in accordance with any particular religious or ethnic customs. The crematory will perform the cremation at its discretion and according to its time schedule.

6. In the event the cremated remains of the Deceased remain unclaimed for a period of 30 days, the Authorizing Authority will be notified by certified mail at the informant address indicated on the Application and Permit for Disposition of Human Remains. I/We agree that in the event the cremated remains of the Deceased remain unclaimed, for a period of 30 days after the date such written notification is mailed, that the Crematory is authorized and directed to dispose of the unclaimed cremated remains of the Deceased in any lawful manner.

7. I/We agree to indemnify, release and hold the Crematory its agents, employees and assigns, harmless from any and all loss, damages, liability, or cause of action (including attorneys' fees and expenses of litigation) in connection with the cremation and disposition of the cremated remains of the Deceased, as authorized herein, or My/Our failure to do the following: correctly identify the remains of the Deceased, disclose the presence of implanted devices (see item 2 above), take possession of cremated remains, make permanent arrangements for the disposition of such remains. No Warranties expressed or implied are made and damages shall be limited to the cremation fee paid.

8. Payment: Unless prior arrangements have been made, payment is due before the cremation is performed. All returned checks will be subject to a \$25 handling charge. Delinquent invoices are subject to a late fee of 5% per month on the outstanding balance. Should legal action be required in connection with the collection of any amount due from the Authorizing Authority, the Authorizing Authority agrees to pay reasonable attorney fees, collection costs, and all court costs incurred with any such proceeding. The Authorizing Authority agrees to pay all collection, storage, and disposition costs associated with the Authorizing Authority's failure to claim remains within statutory limits or to make prompt payment.

9. Entire Agreement: This Contract contains the entire agreement and understanding between the parties, and merges, and supersedes all prior representations and discussions pertaining to the Contract. Any changes, exceptions, or different terms and conditions proposed by the Authorizing Authority are hereby rejected. This agreement shall be interpreted under the laws of the State of California. Venue for any action brought by either party to enforce any terms of this agreement shall be in San Diego County, at the option of Cremation Services Inc.

10. The following documents are incorporated into this contract by reference: Statement of Kinship, Special Requests Form, Declaration for Disposition of Cremated or Hydrolyzed Remains, Authority to Accept or Decline Embalming, Disclosure of Preneed Funeral Agreement, and Statement of Funeral Goods and Services Selected.

#### **SIGNATURE OF PERSON(S) AUTHORIZING CREMATION AND DISPOSITION**

I/We warrant that all representations and statements made herein are true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Relationship to Deceased \_\_\_\_\_ Tel. No. ( ) \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Relationship to Deceased \_\_\_\_\_ Tel. No. ( ) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contracting Funeral Home Representative

**For more information on Funeral, Cemetery, Cremation and Hydrolysis matters, contact: Department of Consumer Affairs, Cemetery & Funeral Bureau, 1625 North Market Blvd., Suite S-208, Sacramento, CA 95834 (916)-574-7870**