



BELMONT MEMORIAL PARK

BELMONT MEMORIAL PARK CORPORATION OF CALIFORNIA

A NON-PROFIT ENDOWMENT CARE CEMETERY AND MAUSOLEUM
201 N. TEILMAN AVENUE • FRESNO, CALIFORNIA 93706-1399
800-55-BELMONT • (559) 237-6185 • FAX (559) 237-0841

AUTHORITY TO CREMATE AND ORDER FOR DISPOSITION

(In this document the word "I" shall refer to all persons authorizing the cremation and disposition of the decedent)

I (We), the undersigned (the "Authorizing Agent(s)"), hereby request and authorize _____ (hereinafter referred to as "Funeral Home") and Belmont Memorial Park Crematory (hereinafter referred to as the "Crematory") to take possession of and make arrangements for the cremation of and the final disposition of the Decedent named below (the "Decedent") in accordance with and subject to the provisions set forth on the front and reverse sides of this document, and in accordance with and subject to their rules and regulations, and any applicable state or local laws or regulations.

Name of Deceased: _____ Sex: _____ Age: _____

Date of Death: _____ Time of Death: _____ Place of Death: _____

Address of Deceased: _____ City: _____ State: _____

Funeral Director in Charge: _____ Location: _____

Mechanical, radioactive devices or implants in the Decedent may create a hazardous condition when placed in a cremation chamber. All pacemakers and radioactive implants must be removed prior to delivery of the Decedent to the Crematory.

Do the Decedent's remains contain any such devices? YES/NO - If yes, please list devices which should be removed prior to cremation:

I understand that if the Funeral Home has not been notified about such devices or implants, and not instructed to remove them, that I/We are responsible for any damages caused to the Crematory or crematory personnel by such implants or devices.

CREMATION INFORMATION

Unless otherwise indicated, the Crematory, or its authorized agents, is authorized to perform the cremation upon receipt of human remains, at its discretion, and according to its own time schedule as work permits, without obtaining any further authorizations or instructions.

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 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.

The Crematory requires either a casket or an alternative (cremation) container for the cremation. Please refer to page 5 of this form for further details regarding the caskets/containers.

After the cremated remains have been processed, they will be placed in the designated urn or container. The Crematory will make a reasonable effort to put all of the cremated remains in the urn or container, with the exception of dust or other residue that may remain on the processing equipment.

DECLARATION OF INTENT FOR THE DISPOSITION OF CREMATED REMAINS

Initial ___ 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 stated below:

Initial ___ Deliver to Belmont Memorial Park for the purpose of interment/entombment (I understand there may be a separate charge for this service at the cemetery):

Initial ___ Deliver said cremated remains to: _____

Initial ___ Place in storage at _____. If not claimed within 90 days, I understand that the cremated remains will be disposed of pursuant to law, and the urn will be disposed of without further notice or authorization. (Urn required by the Funeral Home for storage - Yes ___ or No ___)

Initial ___ I appoint the Funeral Home as my agent to make shipment of said remains via the U. S. Postage Mail (certified, return receipt), or scheduled air shipment. I am aware that the Funeral Homes' services have been fully completed when the cremated remains leave the Funeral Home and that the Funeral Home is only acting as my agent for my accommodation only in carrying out these instructions. I understand that the Funeral Home assumes no responsibility after delivery to the Post Office, common carrier or agent. Ship to: _____

Initial ___ Scattering at sea by _____

Initial ___ Other: _____

AUTHORITY OF AUTHORIZING AGENTS(S)

I (We) hereby certify that the Decedent left the surviving heirs at Law:

Spouse Yes ___ No ___ Name: _____
Children Yes ___ No ___ # ___ Names: _____
Parents Yes ___ No ___ Names: _____
Siblings Yes ___ No ___ # ___ Names: _____
Other Names and Relationship: Names: _____

Separate authorization(s), if necessary, shall be attached to, and considered part of, this form.

DISCLOSURES, WARRANTIES AND PERMISSION (INITIAL EACH)

_____, I/We certify that the deceased person named above arranged for his own cremation on a pre-need basis - Yes ___ No ___

_____, I/We certify that the deceased person named above left a Will with written instructions to be cremated - Yes ___ No ___

_____, I/We certify that the deceased person named above has not given other specific directions concerning the disposal of his/her remains.

_____, I/We have been offered the opportunity to personally identify the remains and assume full responsibility for the identity. I give permission for the Funeral Home to photograph the Deceased prior to cremation for identification purposes and give permission for the Funeral Home to maintain that photograph in their files.



_____, I/We understand that if I wish to remove and/or retain any item from the remains, I must do so directly or by authorized agent prior to the transportation of the Decedent to the crematory.

_____, I/We give full permission for the following:

- a. The incidental or inadvertent commingling of the cremated remains.
- b. The processing of the remains and resulting incidental commingling of the cremated remains.
- c. The disposal by the Crematory of metal or other non-human material recovered to which may be affixed bone particles or other human residue.

INDEMNITY

I/We declare under penalty of perjury that the foregoing certifications, representations and statements are true and correct, and that this statement is being made to induce the above named Crematory to cremate (or cause to be cremated) the remains of the Decedent named above. I agree to hold harmless, indemnify and defend the above named Funeral Home and Crematory as well as their representatives, directors, officers, agents, employees and shareholders, from and against all claims, liabilities or damages whatsoever (including reasonable attorneys' fee) which may result from this authorization and order including the failure to properly identify the remains, failure to take possession or make proper arrangements for the final disposition of the cremated remains, the processing of remains, shipping of remains, any explodable or harmful impact, infectious diseases, other persons claiming rights to control disposition of the remains, or any other cause. No warranties, express or implied, are made and damages shall be limited to the amount of the cremation fee paid.

SIGNATURE OF AUTHORIZING AGENT(S)

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

I/We the undersigned, hereby certify that I am the closest living next of kin of the Decedent or that I otherwise serve (served) in the capacity of _____ to the Decedent, that I have charge of the remains of the Decedent and as such possess full legal authority and power to execute this authorization form and to arrange for the cremation and disposition of the cremated remains of the Decedent. In addition, I am aware of no objection to this cremation by any spouse, child, parent or sibling specified.

By executing this cremation authorization form, as Authorizing Agent(s), the undersigned warrants that the undersigned have read and understand the provisions contained on the front of this document.

Executed at _____ this _____ day of _____.

Name: _____ Signature _____
Relationship to Decedent: _____ Phone No. _____

Name: _____ Signature _____
Relationship to Decedent: _____ Phone No. _____

Name: _____ Signature _____
Relationship to Decedent: _____ Phone No. _____

Signature of Witness for signature(s) of Authorizing Agent(s)



REPRESENTATIONS OF FUNERAL DIRECTOR

I warrant, to the best of my knowledge, a) I have reviewed this form with the Authorizing Agent(s) and no member of our staff has any knowledge or information that would lead us to believe that any of the information stated on this Authorization by the Authorizing Agent(s) is incorrect; b) that the human remains delivered to the Crematory are those of the Decedent named in this Authorization, as identified to the Funeral Home by the Authorizing Agent(s); and c) the Funeral Home has obtained all of the permits required for the cremation and disposition of the Decedent, and these permits are attached. I FURTHER WARRANT THAT ALL PACEMAKERS AND RADIOACTIVE IMPLANTS, IF ANY, HAVE BEEN REMOVED FROM THE DECEDENT.

Signature of Funeral Director: _____

ADDITIONAL TERMS AND CONDITIONS

THE CREMATION PROCESS

Cremation is performed to prepare the deceased for memorialization and it is carried out by placing the deceased in a casket or alternative container and then placing the casket or alternative container into a cremation chamber, or retort, where they are subjected to intense heat and flame. During the cremation process, it may be necessary to open the cremation chamber and reposition the deceased in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, incineration of the container and its contents is accomplished by raising the temperature substantially (extreme temperature) and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other non-human materials) as the temperature is not sufficient to consume them.

Due to the nature of the cremation process, any personal possession or valuable materials such as dental gold and silver, or jewelry (as well as any body prostheses or dental bridgework) that are left with the Decedent and not removed from the casket or container prior to cremation may be destroyed and become non-recoverable. If not destroyed, the Crematory is authorized to dispose of such materials at its sole discretion. THE AUTHORIZING AGENT UNDERSTANDS THAT ARRANGEMENTS MUST BE MADE WITH THE FUNERAL HOME TO REMOVE ANY SUCH POSSESSIONS OR VALUABLES PRIOR TO THE TIME THAT THE DECEDENT IS TRANSPORTED TO THE CREMATORY.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average-size adult, are then swept or raked from the cremation chamber. The Crematory makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind. In addition, while every reasonable effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremation is a possibility, and the authorizing Agent understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as dental bridgework, and materials from the casket or container, such as hinges, latches, nails, etc., will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory is authorized to dispose of these materials with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. After the bone fragments have been separated from the other material, they will be mechanically process (pulverized), which includes crushing or grinding and incidental commingling of the remains with the residue from the processing of previously cremated remains, into granulated particles of



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unidentified dimensions, virtually unrecognizable as human remains, prior to placement into the designated container.

CASKET/CONTAINERS

All caskets and alternative containers must meet the following standards:

1. Be composed of materials suitable for cremation;
2. Be able to be closed to provide a complete covering for the human remains;
3. Be sufficient for handling with ease;
4. Be resistant to leakage or spillage;
5. Be able to provide protection for the health and safety of crematory personnel.

The Crematory is authorized to inspect the casket or alternative container. In the event there is leakage or damage, the Crematory may contact the Authorizing Agent directly for instructions. For health reasons, the Crematory's personnel will not open the container.

Many caskets that are comprised of combustible materials also contain some exterior parts, e.g., decorative handles or rails, that are not combustible and that may cause damage to the cremation equipment. The Crematory, at its sole discretion, reserves the right to remove these non-combustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

URNS/TEMPORARY CONTAINERS

In the event the urn or other container selected is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on this form. Crematory requires that all urns or containers provided be appropriate for shipping or permanent storage, and that in the case of an adult, it is recommended that the urn or container be a minimum size of 200 cubic inches. Unless a suitable urn is provided for the cremated remains, the Crematory will place the cremated remains in a container furnished by the Crematory which is not designed for shipment.

FINAL DISPOSITION

Cremation is NOT the final disposition, nor is placing the cremated remains in storage at a funeral home final disposition. The cremation process simply reduces the decedent's body to cremated remains. These cremated remains usually are several pounds and usually measure in excess of 150 cubic inches. Some provision must be made for the final disposition of these cremated remains. If the option selected for final disposition include scattering, then the cremated remains will not be recoverable. If scattering is performed in a common area, then the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

NOTICE REGARDING CREMATED REMAINS

- (1) FOR MORE INFORMATION ON CEMETERY AND CREMATION MATTERS, CONTACT Department of Consumer Affairs (800) 952-5210
- (2) A person having the right to control 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.
- (3) If the cremated remains container cannot accommodate all 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.



Addendum to Authority to Cremate and Order for Disposition

Mechanical, radioactive devices or implants in the Decedent may create a hazardous condition when placed in a cremation chamber. All pacemakers and radioactive implants must be removed prior to delivery of the Decedent to the Crematory.

By signing below I/We are acknowledging that we have notified the funeral home about any such devices and instructed them to remove any such items.

I/We understand that if the Funeral Home has not been notified about such devices or implants and I/We have not instructed the removal of such items I/We are responsible for the \$500.00 fee charged by the crematory for any explosions in the chamber due to a device not being removed. I/We also understand that if the damage exceeds this \$500.00 fee I/We are responsible for any additional costs to repair any damage to the Crematory or crematory personnel by such implants or devices.

Name and relationship to Decedent

Signature

Name and relationship to Decedent

Signature

Name and relationship to Decedent

Signature

Signature of Funeral Home Director

DECLARATION FOR DISPOSITION OF CREMATED REMAINS

I/We hereby declare (my remains) or (the remains of) _____ in
the possession of _____, will be cremated by
_____ and shall be disposed of in the
following manner (Note 1): _____

Name of Person Arrangements are for

Name of Funeral Establishment and Telephone Number

Name of Crematory and Telephone Number

Manner, Location and Other Details of Disposition

Attach additional pages if necessary

Name of person(s) with the legal right to control disposition (Note 2): _____

Signed _____ Date _____
Person(s) with legal right to control disposition or Self, if prearranging

Signed _____ Date _____
Person(s) with legal right to control disposition

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 services: _____

Signed _____ Date _____
Person(s) contracting for cremation services

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

Note 1: See Health & Safety Code Sections 7054, 7054.6, 7116, 7117 for legal dispositions of cremated remains.

Note 2: See Health & Safety Code Section 7100 for the list of person(s) with the legal right to control disposition of human remains.

IMPORTANT: Business and Professions Code § 7685.2(b) requires Funeral Establishments to complete this form, provided by the Cemetery and Funeral Bureau, when making arrangements for cremation. 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 REMAINS

A person having the right to control 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.

If the cremated remains container cannot accommodate all 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.