



STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

13450 Paramount Blvd. South Gate, CA 90280-8251 T: (562)630-3886 F: (562)633-4745 midgleymortuary@aol.com FD-1557

Funeral Service for _____ Date of Death _____ Date of Arrangement _____

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below. If you selected a funeral that may require embalming, such as a funeral service with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve is you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

A. SERVICES, STAFF, FACILITIES EQUIPMENT AND MOTOR EQUIPMENT

- Basic services of the Funeral Director and Staff
Embalming or Refrigeration
Visitation at our facility
Funeral service at another facility
Graveside service
Evening/Weekend/Holiday service at another facility
Transfer of Remains to Mortuary
Funeral Coach
Family Limousine(s) @
Utility Vehicle @
Flower Vehicle @
Other

B. PACKAGES AND OTHER SERVICES

A complete description of the following packages can be found in the General Price List provided to you

- Traditional Funeral Service Package
Graveside Funeral Service Package
Immediate Burial Service Package
Direct Cremation Service Package
Forwarding of Remains
Receiving of Remains
Rental Casket Service Package

TOTAL SERVICES SELECTED

If any law, cemetery or crematory regulations have required the purchase of any of the items listed above, the law or requirement is explained below:

Reason for embalming:

All arrangements and charges on this form are accepted and agreed by the signatures on page two (2)

Purchaser's Initials _____ Director's Initials _____
Notes: _____

For information about funerals, cemetery or crematory matters, contact: The Department of Consumer Affairs, Cemetery and Funeral Bureau, 400 R Street, Suite 3080 Sacramento, California 95814 (916) 322-7737

C. MERCHANDISE

- Casket
Vault
Marker/Urn
Memorial Package
Acknowledgment Cards boxes @
Memorial Register Book @
Memorial Folders/Cards sets @
Pallbearer Gloves pairs @
Crucifix @
Air Tray/Combo Shipping Unit
Ziegler/Wooden Shipping Box
Other

TOTAL MERCHANDISE

D. CASH ADVANCES

- Death Certificate(s) @
Permit
Clergy Honorarium @
Musical Honorarium @
Air or other transportation/mailling fees
Other mortuary assistance/chapel rental
Newspaper Notice
Motor Escorts @
Flowers
Coroner Fee
Cemetery/Crematory/Scattering fee
Other

TOTAL CASH ADVANCES

SUMMARY OF ACCOUNT

- A & B Charges for services
C Charges for merchandise
D Cash Advances
E Sales Tax, if applicable

TOTAL CHARGES ON ACCOUNT

ITEMS ADDED LATER:

TOTAL ITEMS ADDED LATER

ADJUSTED BALANCE DUE ON ACCOUNT
LESS: PAYMENTS AND CREDITS

TOTAL CREDIT ON ACCOUNT

BALANCE DUE ON ACCOUNT



Midgley
Gardenside Mortuary

DISCLOSURE-DISCLAIMER

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The Federal Trade Commission's "Funeral Industry Practice Rule" and the Department of Consumer Affairs, Cemetery and Funeral Bureau of the State of California require certain disclosures and prohibit misrepresentations. This Disclosure - Disclaimer form is a checklist we ask those we serve to read and sign, if, during the funeral arrangements, our firm complied with the following regulations.

Name of Decedent _____ Date of Death _____ Date of Arrangement _____

- 1) The undersigned received a General Price List effective _____ prior to discussing prices, services or merchandise.
- 2) The undersigned received a Casket Price List effective _____ prior to viewing or discussing prices or caskets.
- 3) The undersigned received a Outer Burial Price List effective _____ prior to viewing or discussing prices of outer burial containers.
- 4) The undersigned were not told that embalming is required by law and were told that the law does not require embalming except in certain cases.
- 5) The undersigned were not told that any law requires embalming for direct cremations, immediate burials or if refrigeration is available and the funeral is without viewing or visitation.
- 6) The undersigned were informed that the law does not require a casket for direct cremation.
- 7) The undersigned were informed that the law does not require the purchase of an outer burial container.
- 8) The funeral home made no representations to the undersigned that embalming or the use of any merchandise available from the funeral home would delay the decomposition of the remains for a long time or indefinite time.
- 9) The undersigned hereby acknowledge that a copy of the Department of Consumer Affairs guide entitled "Consumer Guide to Cemetery and Funeral Purchases" was provided for retention prior to the drafting of this contract.
- 10) The undersigned understands that the funeral home has disclaimed all warranties with regard to caskets, outer burial containers, and other merchandise sold by the funeral home. The undersigned further understands that the only warranties, express or implied, granted in connection with the goods sold by the funeral home are the express written warranties, if any, extended by the manufacturer of the goods. No other warranties, including the implied warranties of merchantability or fitness for a particular purpose are extended by the funeral home.
- 11) The undersigned were told that the survivor of the deceased who is handling the funeral arrangements, or the responsible party, is entitled to receive, prior to the drafting of any contract, a copy of any agreement that has been signed and paid for, in full or in part, by or on behalf of the deceased, and that is in the possession of the funeral establishment.
- 12) **The charges shown on page 1, represent a CASH TRANSACTION. You understand that no extension of credit by us, subject to federal or state credit disclosure, installment sales, or other consumer credit statues, is contemplated by this agreement. You have no right to defer payment of any amount due under this Agreement. You agree that you are personally liable for payment of the applicable balance due shown on the Statement of Funeral Goods and Services Selected no later than 24 hours prior to the first service that takes place. The undersigned agrees to pay the balance due on this account, plus the agreed value of such additional services, materials and cash advances as may be furnished by Midgley-Gardenside Mortuary. A late penalty of 1.25% per month (15% per year) will be assessed on the unpaid balance for materials, services and cash advances.**

The signatures below hereby agree to, accept and guarantee all charges and arrangements listed on page 1 of this two-page document.

Entered into, this _____ day of _____, 20____, at _____, California .

Person(s) making final arrangements and accepting financial responsibility:

Witnessed by:

X _____
Signature of Purchaser Relationship Funeral Director/Funeral Firm Provider

Printed Name Phone No. FDR- License Number Date of Signature

Address _____

City, State, Zip _____

**For more information about funerals, cemetery or crematory matters, contact:
The Department of Consumer Affairs,
Cemetery and Funeral Programs,
400 R Street, Suite 3040, Sacramento,
California 95814 (916) 322-7737**

X _____
Signature of Co-Purchaser Printed Name

TERMS AND CONDITIONS

ASSIGNMENT OF MONIES DUE US: You agree that any monies assigned to us in conjunction with this sale shall be paid to us within 60 days of the date of the Agreement. Upon our giving you at least five (5) days prior written notice that any monies due under such assignment(s) have not been paid as promised, we can require that any such unpaid amount(s) previously credited to your account be paid by you at once.

WAIVER OF RIGHTS: We have not, by the execution of this Agreement with you, waived any rights we have to file a claim in the estate of the decedent named in the Agreement. Any amounts collected by us from the estate of the decedent, or from any other source, shall be credited against any amount owed by you under this Agreement.

SELLER AGREES: We agree to furnish all services and merchandise as indicated on the Statement of Funeral Goods and Services Selected/Purchase Agreement.

AUTHORIZATIONS: You acknowledge that, if selected, cremation services will not be performed pursuant to this Agreement until all appropriate authorizations, in the complete discretion of the Seller, have been received.

WARRANTIES WE DISCLAIM: BY SIGNING THIS AGREEMENT YOU UNDERSTAND THAT WE, NOT BEING THE MANUFACTURER OF ANY OF THE GOODS BEING PURCHASED, EXPRESSLY DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS REMAINS WITH THE MANUFACTURER AND NOT US. SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, EITHER THE MANUFACTURER OR YOU, AND NOT US, WILL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIRS. WE ARE SELLING THE GOODS ON AN AS IS OR WITH ALL FAULTS BASIS. YOU AGREE THAT YOU ARE NOT ENTERING INTO THIS AGREEMENT BASED ON ANY STATEMENT OF FACT OR PROMISE MADE BY US TO YOU WHICH RELATES TO THE GOODS BEING PURCHASED, ON ANY DESCRIPTION BY US OF THE GOODS, OR ON THE EXHIBITION OF ANY SAMPLE OR MODEL OF THE GOODS. YOU ALSO AGREE THAT THE FAILURE OF THE GOODS TO CONFORM TO ANY SUCH STATEMENT OF FACT, PROMISE, DESCRIPTION, SAMPLE OR MODEL SHALL NOT GIVE YOU ANY RIGHTS AGAINST US.

NOTICES TO YOU (THE PURCHASER): Notices to you shall be sufficient if mailed to your last known address.

DELAY IN ENFORCEMENT: We can delay enforcing any of our rights under this Agreement without losing them and no such delay forbearance or other action or inaction on our part will create any new Agreement or understanding with respect to the payment or other terms herein unless there is a writing signed by both parties with respect to any such new Agreement or understanding.

PARTIAL PAYMENTS: We can accept partial payments, even though marked to indicate payment in full or full satisfaction of debt, without losing any of our rights under this Agreement. No acceptance by us of a check for such partial payment shall be deemed a modification of this Agreement.

COLLECTION COSTS AND ATTORNEY'S FEES: This Agreement may be referred to an attorney who is not our salaried employee for collection or enforcement. In such event, you agree to pay all reasonable costs of collection to the extent permitted by law, including court costs, disbursements, and other lawful charges incurred in the collection of your indebtedness; provided, however, that each party shall pay its own attorneys' fees incurred in connection with any collection effort or any other dispute of any nature related to this Agreement and the transaction contemplated hereby.

RESPONSIBILITY FOR PAYMENT: This Agreement shall not constitute a release of liability imposed by law upon the decedent's estate, but all persons signing this Agreement will be responsible individually and together, for paying all amounts due under this Agreement. We can take action against you to collect amounts due under this Agreement, even if we do not take such action against any other person(s) signing this Agreement.

LIMITATION OF ACTION: You agree that to the extent allowed by law, any action against us for breach of the Agreement must be commenced by you or your representative(s) within one year after such cause of action has accrued.

INVALID PROVISIONS: If any part of the Agreement is unenforceable, the rest of the Agreement will stay in effect.

TITLES AND CAPTIONS: The titles and captions appearing at the beginning of the various sections of the Agreement have been inserted for convenience of reference only. They will not, in any way, affect the construction, interpretation, or meaning of the text of said sections themselves.

ARBITRATION: YOU AGREE THAT ANY CLAIM YOU MAY HAVE RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY CLAIM OR CONROVERSY REGARDING THE INTERPRETATION OF THIS ARBITRATION CLAUSE) SHALL BE SUBMITTED TO AND FINALLY RESOLVED BY MANDATORY AND BINDING ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"); PROVIDED, HOWEVER, THAT THE FOREGOING REFERENCE TO THE AAA RULES SLAHH NOT BE DEEMED TO REQUIRE ANY FILING WITH THAT ORGANIZATION, NOR ANY DIRECT INVOLVEMENT OF THAT ORGANIZATION. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES FAIL TO OR ARE UNABLE TO AGREE ON THE SELECTION OF AN APPROPRIATE ARBITRATOR, THE AAA SHALL SELECT THE ARBITRATOR PURSUANT TO ITS RULLS AND PROCEDURES UPON THE APPLICATION OF ONE OR BOTH PARTIES. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY CLAIM OR DUSPUTE BETWEEN OR AMONG THE SELLER, YOU AS THE PURCHASER, ANY PERSON WHO CLAIMS TO BE A THIRD PARTY BENEFICIARY OF THIS AGREEMENT, ANY OF THE SELLER'S EMPLOYEES OR AGENTS, ANY OF THE SELLER'S PARENT, SUBSIDIARY OR AFFILIATE CORPORATIONS, AND ANY OF THE EMPLOYEES OR AGENTS OF THOSE PARENT, SUBSIDIARY OR AFFILIATE CORPORATIONS. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES.

ENTIRE AGREEMENT: This Agreement contains all terms which have been agreed upon by us and you relating to the goods and services listed on the Statement of Funeral Goods and Services Selected/Purchase Agreement. This Agreement replaces all other discussions and agreements, whether oral or written, relating to those goods and services. No subsequent discussion or agreement can change the terms of this Agreement unless it is written and signed by both us and you.

JURISDICTION: This Agreement shall be governed by the local law of the state in which the funeral service is being performed and you agree that the jurisdiction of any suit involving this will lie in the courts in that jurisdiction.

QUESTIONS REGARDING SERVICE: In the event you wish to question any area of our service, you may contact us at your convenience at the address shown on Page One.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE RECEIVED, UNDERSTAND, AND AGREE TO, THE TERMS AND CONDITION S ABOVE AND THAT I FURTHER UNDERSTAND THAT THIS PAGE CONSTITUTES A PART OF THE STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED/PURCHASE AGREEMENT/DISCLOSURE/DISCLAIMER/TERMS AND CONDITIONS AGREEMENT.

Signature of Purchaser _____

Dated: _____

Signature of Funeral Home Representative _____