



**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**



**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 \_\_\_\_\_