

THIRD-PARTY CREMATORY AGREEMENT

THIS THIRD-PARTY CREMATORY AGREEMENT ("Agreement") is entered into by and between _____ ("Funeral Home")
Funeral Home
and _____ ("Crematory"), (each
Crematory
individually, a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, Funeral Home is engaged in the business of providing funeral services, including the arrangement of cremation services; and,

WHEREAS, Crematory is engaged in the business of performing cremations of deceased human remains ("Remains"); and,

WHEREAS, Funeral Home and Crematory desire to enter into this agreement for Crematory to perform cremation services for Funeral Home's clientele and to insure moral and ethical conduct in the performance thereof.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein, the parties hereby agree as follows:

1. **PROCEDURES AND LEGAL COMPLIANCE**. Crematory agrees to comply with all applicable state, federal, and local laws and regulations pertaining to the operation of its facilities and performance of its services hereunder, including, but not limited to any and all applicable licensing laws. In addition, Crematory agrees that all Remains it receives on behalf of the Funeral Home shall be handled in a respectful and dignified manner.

Funeral Home agrees to comply with all applicable state, federal and local laws and regulations pertaining to the operation of its facilities and performance of its services hereunder, including, but not limited to any and all applicable licensing laws. In addition, Funeral Home agrees that all Remains it receives to be forwarded to the Crematory shall be handled in a respectful and dignified manner.

2. **INSPECTIONS**. Crematory shall permit Funeral Home personnel to perform inspections of Crematory's facilities, including its records, vehicles, and equipment used in connection with cremation services at any time during normal business hours.

3. **INSURANCE**. During the period that this Agreement is in effect, Funeral Home and Crematory agree that they shall both maintain the following minimum insurance coverages:

- a. Comprehensive general liability insurance covering premises/operations, contractual liability, products and completed operations and professional liability in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage). Said bodily injury to include, but not be limited to, mental anguish.
- b. Workers' Compensation Insurance at statutory limits and Employer's Liability Insurance covering bodily injury by accident in the amount of \$1,000,000 for each accident, bodily

injury by disease in the amount of \$1,000,000 for each employee and bodily injury by disease in the amount of at least \$1,000,000 for policy limits.

- c. Automobile liability insurance covering owned, non-owned, borrowed, leased, and hired vehicles, in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage), unless the Party does not transport remains or cremated remains.
- d. Excess/Umbrella Liability with limits of \$5,000,000 per occurrence. The Excess/Umbrella Liability should follow the coverage form of the scheduled underlying policies.

Funeral Home and Crematory also agree that they shall each include the other as additional named insured on the policies listed in 3(b), above.

Funeral Home and Crematory shall, upon execution of this Agreement, furnish the other with certificates evidencing the existence of such coverages. Such insurance shall be provided by an insurance company with an "A" rating or better. Failure to provide such certificates shall be deemed as a material breach of this Agreement. It is hereby noted and agreed that the above-referenced policies shall be considered primary to any similar insurance held by third parties in respect of work performed or services provided by the insured, under written contract or as evidenced by a certificate of insurance with said third parties.

4. **DUTIES.** Crematory shall cremate Remains at Funeral Home's request, process cremated remains, place cremated remains in an urn provided by Funeral Home, or a temporary plastic container for shipment, along with all required documentation and identifying information, and return cremated remains to Funeral Home, as requested. Notwithstanding anything contained in this Agreement, Crematory has the right to refuse to cremate remains in the event that the proper authorizations, permits, and/or container are not provided by Funeral Home.

Funeral Home shall be the sole point of contact with the family, contract with the family, obtain all necessary authorizations, obtain the proper positive identification of, and properly label, the remains of the deceased. The Funeral Home shall also remove any implanted medical devices or notify Crematory of any radioactive particles which it is or should be aware of and which might be a hazard to the personnel or equipment of the Crematory.

_____ shall be responsible for transporting the remains to the Crematory and
Funeral Home/Crematory

_____ shall be responsible for transporting the cremated remains back to the Funeral
Funeral Home/Crematory
Home.

5. **COMPENSATION.** Crematory agrees to perform cremation services pursuant to this Agreement in consideration as provided for in Schedule A, attached hereto. The Crematory agrees to not change its prices set forth on Schedule A without providing Funeral Home at least sixty (60) days prior written notice of the price change together with a new price schedule. Following the sixty (60) day period notice, the new price schedule provided by the Crematory shall be attached to this Agreement as the new Schedule A.

6. **TERM.** The term of this Agreement shall commence upon the execution hereof by Funeral Home and Crematory and may be terminated by written notice by either party at any time.

7. **INDEMNITY**. Each Party agrees to indemnify, release, defend, and hold the other Party, its affiliates and their respective agents, employees, officers, and directors, harmless from any and all loss, damages, liability, or causes of action (including attorneys' fees and expenses of litigation) in connection with the services provided pursuant to this agreement. The obligations under this Section 7 shall survive termination of this Agreement.

8. **INDEPENDENT CONTRACTOR**. The Parties agree that, in performing services pursuant to this Agreement, that Crematory shall be deemed an independent contractor. Nothing contained herein shall indicate the Parties have any relationship other than as set forth in this paragraph. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the prior written consent of the other Party.

9. **MISCELLANEOUS**. This Agreement sets forth the entire understanding between the parties and no amendment or modification of this Agreement shall be binding or valid unless expressed in writing and executed by all of the parties hereto. This Agreement shall be interpreted by and construed in accordance with the laws of the State where it is executed.

10. **ASSIGNMENT**. This Agreement may not be transferred or assigned by either Party in whole or in part without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FUNERAL HOME

CREMATORY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
COMPENSATION**

Funeral Home shall pay Crematory \$ _____ per cremation as provided for in the Third-Party Crematory Agreement.