

Date cremation received: _____

Date of cremation _____

Cremation Number: _____

Name of person performing cremation _____

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
PRE-NEED CREMATION AUTHORIZATION FORM CR-3, #11-02

FUNERAL DIRECTORS VAULT, LTD.
817 East Jefferson Street
Louisville, Kentucky 40206
(502)585-4401

In making a pre-need authorization for the cremation of your remains, you are the authorizing agent. Please read carefully the items below. In the statement titled Final Disposition you must indicate your desire pertaining to the disposition of your cremated remains. After you have read and completed each item, your signature is required in the item titled Signature of Authorizing Agent.

IDENTIFICATION

(Please Print All Information On This Form)

Name: _____

Address: _____

City, State, Zip _____

Home Telephone: (_____) _____

Age: _____ Sex _____

Does the Authorizing Agent have any infectious or contagious disease? YES _____ NO _____

If yes please explain: _____

Mechanical, silicon implants or radioactive devices or implants in the Authorizing Agent may create a hazardous condition when placed in a cremation chamber.

Does the Authorizing Agent's body contain a pacemaker, prosthesis, radioactive implant, or any other device that could be explosive?

YES _____ NO _____

If any such device(s) exist, the next class of authorizing agent is responsible for disclosing their existence at the time of death.

Has the Authorizing Agent been treated with therapeutic radionuclides such as Strontium 89 or any other treatment that would result in residual radioactive material remaining as part of the Authorizing Agent's remains? YES _____ NO _____

If yes, what was the treatment: _____

Date treatment was last administered: _____

The authorizing agent shall carefully read and understand the following statements before signing this authorization. The authorizing agent shall complete the segment directing the final disposition of his/her cremated remains. Funeral Directors Vault, LTD ("FDV") will not conduct any cremation nor accept a body for cremation unless it has a cremation authorization form signed by the authorizing agent clearly stating the final disposition.

1. **All cremations are performed individually.** It is unlawful to cremate the remains of more than one individual within the same cremation chamber at the same time.

2. **The consumer may choose cremation without choosing embalming services.** However, if the crematory does not have a refrigerated holding facility it cannot accept human remains for anything other than immediate cremation.

3. **The consumer is not required to purchase a casket for the purpose of cremation.** FDV requires that the body of the Authorizing Agent be delivered for cremation in a suitable container which may be either a casket or an alternative (cremation) container for cremation. If an alternative container is provided, it must meet the following standards: 1) be composed of readily combustible materials suitable for cremation; 2) be able to be closed to provide a complete covering for the human remains; 3) be resistant to leakage or spillage; 4) be rigid enough for handling with ease; and 5) be able to provide protection for health and safety of crematory personnel. FDV is authorized to inspect the casket or alternative container, including opening it if necessary, and, in the event there is leakage or damage, FDV may refuse to accept the authorizing agent's remains for the purpose of cremation or refrigeration.

Type of casket or alternative container selected: _____

4. Due to the nature of the cremation process, any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework), that are left with the Authorizing Agent and not removed from the casket or alternative container prior to cremation will be destroyed or will otherwise not be recoverable. As the casket or alternative container will usually not be opened by FDV (to remove valuables, to allow for final viewing or for any other reason unless there is leakage or damage), the Authorizing Agent understands that arrangements must be made to remove any such possessions or valuables prior to the time his/her remains are transported to FDV.

5. Cremated remains shall not be contaminated (insofar as possible) with foreign material. All non-combustible materials (insofar as possible), such as dental bridgework, and materials from the casket or alternative container, such as hinges, latches, nails, etc., will be separated and removed by visible or magnetic selection and will be disposed of by FDV with similar materials from other cremations in a non-recoverable manner, so that only human bone fragments and organic ash remain. As the cremated remains often contain recognizable bone fragments, unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically processed (pulverized), which includes crushing or grinding into granulated particles of unidentifiable dimensions, virtually unrecognizable as human remains, prior to placement into the designated container. While every effort will be made to avoid commingling of cremains, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility, and the Authorizing Agent understands and accepts this fact.

6. The original copy of this form shall be retained by the firm or person with which the arrangements are being made. A copy shall be provided to the Authorizing Agent. A person arranging his/her own cremation shall have the right to transfer or cancel this authorization at any time prior to death by notifying in person, or by certified mail, the firm or person with which the pre-need authorization form is filed.

7. In the event that no different or inconsistent instructions are provided to FDV at the time of death, FDV shall release or dispose of the cremated remains as indicated on this pre-need authorization

8. In the event there is a conflict between the Authorizing Agent's pre-need authorization and the demands of the next class of authorizing agent, FDV shall not accept for cremation the Authorizing Agent's remains without an order deciding the issues entered by the District Court of the county of the Authorizing Agent's residence or the county where FDV is located. The order may be issued by the court after a petition for resolution has been initiated by any natural person in the next class of authorizing agent or FDV. Unless extraordinary circumstances exist, the court shall give due deference to the desires of the Authorizing Agent as expressed in the pre-need cremation authorization (CR-3).

FINAL DISPOSITION

Disposition shall be by: (please mark and complete the chosen disposition)

- 1) Interment: _____
- 2) Scattering in scattering area or garden: _____
- 3) Scattering on private property with the permission of the owner: _____
- 4) Delivery either in person or by registered mail to: _____

- 5) Picked up at the crematory office by: _____

SIGNATURE OF AUTHORIZING AGENT

By executing this cremation authorization form, as authorizing agent, the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce FDV to cremate the human remains of the Authorizing Agent, and that the undersigned has read and understands the provisions contained on this form.

Executed at _____, this _____ day of _____,

Name: _____ Signature: _____

Address: _____

City, State, Zipcode: _____ Telephone # _____

SIGNATURE OF FUNERAL DIRECTOR OR OTHER INDIVIDUAL AS WITNESS FOR THE SIGNATURE OF AUTHORIZING AGENT

Name: _____ Signature: _____

Address: _____

City, State, Zipcode: _____ Telephone # _____

"The policies set forth below are part of the terms of the contract for cremation services. While not required by Kentucky law, they are an integral part of the contract between the authorizing agent(s) and the crematory authority for cremation services. The crematory authority may establish any policy or procedure it sees fit as a condition of doing business that does not conflict with applicable law. In entering into this agreement and contract, both parties are contractually bound by its terms."

Mechanical, silicon implants or radioactive devices or implants in the person's body may create a hazardous condition when placed in a cremation chamber.

ALL SUCH DEVICES MUST BE REMOVED PRIOR TO DELIVERING THE PERSON'S BODY TO FDV.

The next class of authorizing agent is responsible for disclosing the existence of any pacemaker, prostheses, silicon, radioactive devices or other hazardous implants at the time of death. Further the next class of authorizing agent is responsible for any arrangements necessary to remove these implants or devices prior to transferring the body to FDV.

If a metal casket is purchased and delivered to FDV, the Authorizing Agent understands and consents to the fact that FDV, at its sole discretion, reserves the right to take any or all of the following steps to facilitate the cremation; to remove the casket lid prior to cremation; to prop the casket lid open during the cremation; to cut an additional opening in the casket. The Authorizing Agent also understands and consents to the fact that following the cremation the remnants of the metal casket shell will be manually or mechanically reduced in size so that it may be discarded in an economical manner with similar materials from other cremations and other refuse in a non-recoverable manner and that any metal salvage value will be used to offset the cost involved.

After the cremated remains have been processed, they will be placed in the designated urn or container. FDV will make a reasonable effort to put all of the cremated remains in the urn or container provided, with the exception of dust or other residue that may remain on the processing equipment. FDV requires that any urn provided be resistant to deterioration and breakage and that in the case of an adult the urn be a minimum size of 200 cubic inches. 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. Unless a suitable container is provided for the cremated remains, FDV will place the cremated remains in a container designed for short-term use and not recommended for any type of shipment or permanent storage.

Size and Type of Urn or Container: _____

The Authorizing Agent understands that the services of FDV will have been fully completed when the cremated remains are delivered to the funeral home, person or entity specified on this form. If the cremains are to be delivered by registered mail, the services of FDV will have been fully completed when the cremains are delivered to the U.S. Postal Service for mailing; that further handling and delivery are the responsibility of the U.S. Postal Service; and that FDV is only acting as agent for accommodation in carrying out these instructions.

As the Authorizing Agent, I hereby agree to indemnify, defend, and hold harmless FDV, its officers, agents, and employees, of and from any and all claims, demands, causes, or causes of action, and suits of every kind, nature, and description, in law or equity, including any legal fees, costs and expenses of litigation, arising as a result of, based upon or connected with this authorization, including the failure of the next class of authorizing agent(s) to properly identify the human remains of the Authorizing Agent transmitted to FDV, mistakes in processing, shipping and final disposition of the Authorizing Agent's cremated remains resulting from this authorization, the failure of the next class of authorizing agent(s) or their designee to take possession of or make proper arrangements for the final disposition of the cremated remains, any damage due to harmful or explodable implants, claims brought by any other persons claiming the right to control the disposition of the Authorizing Agent or the Authorizing Agent's cremated remains, or any other action performed by FDV, its officers, agents, employees, pursuant to this authorization, excepting only willful negligence on the part of FDV.

REPRESENTATION OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and agent of the funeral home indicated, I warrant to the best of my knowledge the following:

- 1) That our funeral home was responsible for making pre-arrangements with the Authorizing Agent for cremation and that we reviewed this authorization from with the Authorizing Agent.
- 2) That no member of this funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form by the Authorizing Agent are incorrect.
- 3) That the representation contained above concerning a pacemaker and any other material or implant that may be potentially hazardous are true.

Funeral Home name, address & telephone number: _____

Licensed Funeral Director's Signature