

AUTHORIZATION FOR CREMATION AND DISPOSITION

The State of Ohio requires that this Authorization Form be completed and signed prior to the cremation. Please read it carefully and ask us any questions you may have. Cremation is an irreversible and final process. It is important that you understand the cremation process that is described in Section 9 of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or the other information in this Form.

THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

(Print all information except signatures.)

1. IDENTIFICATION OF THE DECEDENT

Name of Decedent: _____ Sex: M ___ F ___ Age: _____ DOB: _____ SS#: _____

Place of Death: _____ Date of Death: _____ Time: _____ Height: _____ Weight: _____ Hair Color: _____

BECAUSE CREMATION IS IRREVERSIBLE, IDENTIFICATION OF THE DECEDENT IS REQUIRED BY ONE OF THE FOLLOWING METHODS:

_____ The Authorizing Agent has viewed the remains and positively identified them as the body of the Decedent.
(Initials) **OR**

_____ The Authorizing Agent authorizes the Funeral Home to photograph the remains and the Authorizing Agent or
(Initials) personal representative _____ has positively identified the photograph as that of the Decedent.

OR

_____ The Authorizing Agent has identified the remains by describing a scar, tattoo, or other distinguishing mark as
(Initials) follows: _____

OR

_____ The Decedents remains were identified by the Coroner or Medical Examiner.
(Initials)

2. FUNERAL HOME AND CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Funeral Home: MALLOY – ESPOSITO Crematory: MALLOY MEMORIAL CREMATORY Address: 1575 WEST 117TH CLEVELAND, OHIO 44107

Name of Funeral Director who will obtain the Burial Permit or Burial Transit Permit authorizing cremation of the Decedent: Aaron A. Esposito

3. IDENTIFICATION OF AUTHORIZING AGENT (SEE #3 ON REVERSE SIDE)

Name of Authorizing Agent	Address	Telephone	Relationship

4. AUTHORITY OF AUTHORIZING AGENT

As Authorizing Agent, I represent that I have the right to authorize the cremation of the Decedent's remains and I am initialing one of the following three statements accordingly:

_____ As Authorizing Agent, I have filled in Section 3 above. I understand that any living person who meets the qualifications of any
(Initials) level above or equal to the one I filled in would have a **superior or equal** right to act as the Authorizing Agent. I do not have actual knowledge of the existence of any living person who has a **superior or equal** right to act as the Authorizing Agent.

OR

_____ As Authorizing Agent, I have filled in Section 3 above. I am aware of a living person or persons who have a **superior**
(Initials) priority right to act as Authorizing Agent. I have made reasonable efforts to contact such person(s) and have been unable to do so. I have no reason to believe that the person(s) with the **superior** priority right would object to the cremation of the Decedent.

OR

_____ As Authorizing Agent, I have filled in Section 3 above. I am aware of a living person or persons who has an **equal** priority
(Initials) right to act as Authorizing Agent. Of the persons with **equal** priority rights that I was able to contact, after using reasonable efforts to do so, I certify that a majority of them agree to the cremation of the Decedent's remains.

3. IDENTIFICATION OF AUTHORIZING AGENT

The Authorizing Agent represents that the relationship between the Authorizing Agent and the Decedent is as follows:

- (a) The representative appointed by the Decedent to have the right of disposition.
- (b) The Decedent's surviving spouse.
- (c) The Decedent's surviving child or children.
- (d) The Decedent's surviving parent or parents.
- (e) The Decedent's surviving sibling or siblings.
- (f) The Decedent's surviving grandparent or grandparents.
- (g) The Decedent's surviving grandchild or grandchildren.
- (h) The lineal descendants of the Decedent's grandparents as spelled out in Section 2105.06 of the Revised Code.
- (i) The Decedent's personal guardian at the time of death.
- (j) Any person willing to assume the right of disposition, including the personal representative of the estate or the licensed funeral director with custody of the body, after attesting in writing and good faith that they could not locate any of the persons in the above priority list.
- (k) If the final disposition of the Decedent's remains are the responsibility of the state or a political subdivision of the state, the public officer or employee responsible for arranging the final disposition of the remains.

5. PACEMAKERS, IMPLANTS, AND PROSTHESES

Pacemakers, radioactive, silicon or other implants, mechanical devices or prostheses may create a hazardous condition when placed in the cremation chamber and subjected to heat. As Authorizing Agent, I have listed in #5 on the reverse side all devices (including mechanical, prosthetic, implants, or materials), which may have been implanted in or attached to the Decedent.

6. CASKET OR ALTERNATIVE CONTAINER

The remains are to be cremated in a combustible casket or alternative container that is capable of being completely closed, is resistant to leakage or spillage, is sufficiently rigid to be handled easily, and provides protection for the health and safety of Crematory and Funeral Home personnel. The Crematory is authorized to inspect the casket or alternative container, including opening it if necessary. In the event that the casket or container does not meet the above requirements, the Crematory will notify the Authorizing Agent. Many caskets that are comprised primarily of combustible material also contain some exterior parts (decorative handles or rails) that are not combustible and that may cause damage to the cremation equipment. As Authorizing Agent, I authorize the Crematory, in its discretion, to remove and discard the non-combustible materials. I understand that some crematories will not accept metal or fiberglass caskets. I further understand that the casket or alternative container will be consumed as part of the cremation process.

7. MULTIPLE CREMATION

Under Ohio law, the remains of more than one decedent may not be simultaneously cremated in the same cremation chamber unless the decedents to be cremated were related or were, anytime during the one-year period preceding their deaths, living in a common law marital relationship or cohabitating. Unless authorized on the reverse side, the Decedent's remains shall be individually cremated. If you desire a multiple cremation, initial #7 on the reverse side.

8. WITNESSES

Witnessing a cremation can be an emotional experience. Witnesses are assuming the risks involved and fully release the Funeral Home and Crematory from any liability. To the extent permitted by the Crematory, the persons listed on the reverse side are authorized to be present at the cremation room prior to and during the cremation of the Decedent's remains and during the removal of the cremated remains from the cremation chamber. If you desire witnesses, you must initial #8 on the reverse side and list their names.

5. PACEMAKERS, IMPLANTS, AND PROSTHESES (SEE #5 ON PREVIOUS PAGE.)

Description of Devices: _____
 Please initial one of the following statements:

 (Initials) The remains of the Decedent do not contain any of the Devices described in #5 on the previous page.

OR

 (Initials) As Authorizing Agent, I instruct the Funeral Home to remove each Device listed above and to charge for its services in making or arranging for such removal. Unless indicated directly below, the Funeral Home is to dispose of all such Devices.

6. CASKET OR ALTERNATIVE CONTAINER (SEE #6 ON PREVIOUS PAGE.)

Casket or Alternative Container Selected: Cardboard Container

7. MULTIPLE CREMATIONS (SEE #7 ON PREVIOUS PAGE.)

 (Initials) As Authorizing Agent, I authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I certify that this multiple cremation meets the legal requirements set forth above.
 Name of Other Decedent: _____

8. WITNESSES (SEE #8 ON PREVIOUS PAGE.)

 (Initials) No witnesses.

OR

 (Initials) (List of Witnesses) (A charge of \$100 will be assessed for the viewing)

9. THE CREMATION PROCESS (SEE #9 ON LAST PAGE)

10. AUTHORIZATION TO CREMATE, PROCESS AND PULVERIZE

 (Initials) As Authorizing Agent, I have read and understand the description of the cremation process contained in # 9 on the reverse side and authorize the cremation, processing and pulverization of the remains of the Decedent. I further authorize the Funeral Home to deliver the Decedent's remains to the Crematory for the purpose of the cremation.

11. AUTHORIZATION TO OBTAIN THUMBPRINT OR FINGERPRINTS

 (Initials) As Authorizing Agent, I authorize the Funeral Home to obtain from the remains of the Decedent a Thumbprint(s) or Fingerprint(s) for the purpose of Identification and/or creating a memorial item containing the print(s) of the Decedent. The Funeral Home is authorized to maintain the Print image in a secure website and/or file system. If Authorizing Agent requests a copy of prints the cost is \$15 per copy.

12. URN OR TEMPORARY CONTAINER (SEE #11 ON LAST PAGE)

- Urn selected by Authorizing Agent. Description of urn: _____
- Keepsake Urn selected by Authorizing Agent. Description of keepsakes: _____
- Cardboard container

13. FINAL DISPOSITION (PLEASE INITIAL THE OPTION SELECTED AFTER READING #13 ON LAST PAGE)

 (Initials) Location will deliver or mail (register-return receipt) the cremated remains to the cemetery or name and address listed below for: personal disposition, inurnment, interment, or scattering.
FUNERAL HOME AND CREMATORY ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF CREMATED REMAINS ONCE DELIVERED TO THE UNITED STATES POSTAL SERVICE AND SHIPPED VIA PRIORITY MAIL EXPRESS.

 (Initials) The cremated remains will be held by Location for pick-up, and Location is authorized to release the cremated remains to the name and address listed below:

Deliver or release all cremated remains, urns, keepsakes, property, to:

Name	Address	Telephone	Relationship

14. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery to Authorizing Agent are given below.

<u>Items</u>	<u>Directions</u>
<input type="checkbox"/> None	
_____	<input type="checkbox"/> Return to Authorizing Agent at time of release of cremated remains.
_____	<input type="checkbox"/> Dispose of at discretion of Funeral Home
	<input type="checkbox"/> Return to Authorizing Agent at time of release of cremated remains.
	<input type="checkbox"/> Dispose of at discretion of Funeral Home

15. VISITATION AND FUNERAL CEREMONIES

Prior to the cremation of the Decedent's remains, the Authorizing Agent or the Decedent's family has arranged for a visitation and/or funeral ceremony as set forth below:

Date(s): _____ Time(s) _____ Place of Ceremonies: _____

16. TIME OF CREMATION

As indicated in the completed Non-provisional Death Certificate, the cremation of the Decedent's remains cannot take place until 24 hours have elapsed from the time of death. If the remains are not embalmed and if the cremation is not to occur within eight hours of the delivery of the remains to the Crematory, the Crematory will place the remains in a refrigerated facility for which there will be a daily charge.

Decedent's remains: are to be embalmed. are not to be embalmed.

Please initial one of the following:

(Initials) The Crematory may perform the cremation of the Decedent's remains at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

(Initials) The Crematory is to use its best efforts to schedule the cremation in accordance with the schedule set forth below:

Date: _____ Time: _____

17. CERTIFICATION AND INDEMNIFICATION

The Authorizing Agent acknowledges that the Funeral Home and Crematory are relying upon the representations being made by the Authorizing Agent in this authorization. The Authorizing Agent certifies that all of the information and statements contained in the Authorization are accurate and no omissions of any material fact have been made. The Authorizing Agent agrees to indemnify and hold harmless the Funeral Home and the Crematory, their officers, directors, employees and agents from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, including, but not limited to, any legal fees arising out of or resulting from the Funeral Home's and the Crematory's reliance on or performance consistent with the directions, statements, representations and agreements contained in the Authorization.

Executed at _____, this _____ day of _____, 20____.

Signature of Authorizing Agent: _____

Signature of Authorizing Agent: _____

Signature of Authorizing Agent: _____

Signature of Authorizing Agent: _____

Witness*: _____

*If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies the accuracy of the identity of the Decedent and the representation that a Burial Permit or Burial Transit Permit authorizing the cremation of the Decedent's remains has been obtained.

CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 5 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 5 from the Decedent's remains or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 13 hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

Date: _____

FUNERAL HOME

By: _____

9. THE CREMATION PROCESS

The cremation of the Decedent's remains may take place before or after ceremonies to memorialize the Decedent. Cremation is performed to prepare the remains of the Decedent for final disposition. It is carried out by placing the Decedent's remains in the casket or alternative container, which is then placed into a cremation chamber or retort where they are subjected to intense heat and flame. All cremations are performed individually. During the cremation process, it may be necessary to open the cremation chamber and reposition the remains of the Decedent in order to facilitate a complete and thorough cremation. Through the use of suitable fuel, the incineration of the container and its contents is accomplished 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 possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework) that are left with the remains and not removed from the casket or container prior to cremation may be destroyed or if not destroyed, will be disposed of by the Crematory. 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 remains of the Decedent are 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. Although the Crematory will take reasonable efforts to remove all of the cremated remains from the cremation chamber, it is impossible to remove all of them, as some dust and other residue from the process will be left behind. In addition, while every effort will be made to avoid commingling, inadvertent and incidental commingling of minute particles of cremated remains from the residues of previous cremations 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 material (insofar as possible) such as dental bridgework and hinges, latches, and nails from the container 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 human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often will contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will be mechanically pulverized. The process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions, which are virtually unrecognizable as human remains, will then be placed into a designated container.

(Initials)

12. URN OR TEMPORARY CONTAINER

After the cremated remains have been processed, they will be placed in the urn listed on reverse side or, if an urn is not provided to the Crematory, in a temporary container provided by the Crematory. The Authorizing Agent acknowledges that it is impossible to recover all of the dust and residue from the cremation and processing.

In the case of an adult, it is recommended that the urn or temporary container be a minimum size of 200 cubic inches. In the event the urn or temporary container is insufficient to accommodate all of the cremated remains, the excess will be placed by the Crematory in a secondary container. This secondary container will be kept with the urn or the temporary container and handled according to the final disposition instruction set forth in Section 12 below; provided, however, that the secondary container may not be designed for shipping. All urns or containers provided to the Funeral Home or Crematory must be appropriate for shipping. The Authorizing Agent directs the Crematory to use the specified urn or container listed in #11 on the reverse side.

13. FINAL DISPOSITION

Following the cremation, the Authorizing Agent directs the Crematory and/or Funeral Home to undertake the actions set forth to arrange the final disposition of the cremated remains of the Decedent. If the cremated remains are shipped at any time, the Authorizing Agent directs that the Crematory or Funeral Home utilize Priority Mail Express with the United States Postal Service for tracking the location of the cremated remains during shipment and requires a signed receipt of the person taking delivery of the cremated remains.

The Authorizing Agent understands that if no arrangements for the final disposition, release or shipment of the cremated remains are made in this Authorization, the Crematory shall hold the cremated remains for ten (10) days after cremation. If during that ten (10) day period the cremated remains are not retrieved by the person designated above to receive them or by the Authorizing Agent, or if arrangements for their final disposition are not made, then the Crematory will return the cremated remains to the Funeral Home or the Authorizing Agent at the address listed in Section #3.

In the alternative, if no arrangements for the final disposition of the cremated remains have been made within sixty (60) days after the cremation and if the Authorizing Agent has not taken delivery of or caused the delivery of the cremated remains, or in the event the arrangements of the final disposition have not been carried out within the sixty (60) day period because of the inaction of a party other than the Crematory or Funeral Home, then the Funeral Home may dispose of the cremated remains in a grave, crypt or niche. The Authorizing Agent shall be liable for the cost of such final disposition in a grave, crypt or niche and shall reimburse the Funeral Home immediately upon receipt of an invoice.

RERQUEST FOR RELEASE OF REMAINS AND PERSONAL PROPERTY AUTHORIZATION

I or We, hereby release the remains and personal property of _____
 to Malloy & Esposito Crematory and Funeral Home, 1575 West 117th Street, Cleveland, Ohio 44107.

1. Pursuant to Ohio Law I am authorized person(s) to direct the disposition of the declarant's body
2. If the priority of consent classification of which I am a member contains more than one person, there is no opposition to the permission I have given for the disposition of the body of the decedent.
3. To the best of my knowledge, I am not aware that the decedent's will provide that someone else is responsible for the disposition of the decedents body.
4. I hereby release Malloy-Esposito Crematory & Funeral Home, their agents, employees or representative, from any liability which may arise as a result of the release of the above-named decedent to me.

Signature of Authorizing Agent: _____ Printed Name: _____ Relationship: _____

Signature of Authorizing Agent: _____ Printed Name: _____ Relationship: _____

Signature of Witness: _____ Printed Name: _____ Relationship: _____

Confirmation of Identification Without Viewing

To be completed by the person(s) with the right of disposition

I, or We, having declined to make identification through actual viewing of the remains or photo of _____. I, or We, hereby agree to indemnify and hold Malloy & Esposito Crematory & Funeral Home and its officers, directors, shareholders, affiliates, agents, employees, successors, and assigns harmless from any and all claims, liabilities, damages, losses, suits or cause of action (including attorney's fees and expenses of litigation) brought by any persons firm or corporation of the personal representative thereof, relating to or arising out of such failure to identify.

Signature of Authorizing Agent: _____ Signature of Authorizing Agent: _____

Signature of Authorizing Agent: _____ Signature of Authorizing Agent: _____

Policies and Payment Options

- In compliance with Federal Trade Commission we received a General Price List
- Valid Photo Identification will be required for all signers and appointees
- All merchandise sales are final
- State of Ohio Preneed Recovery Fund requires a \$10.00 fee on all funded preneed contracts
- Any Malloy & Esposito forms that are not completed in the presence of an employee or agent must have an addendum completed and notarized

Malloy & Esposito requires all arrangements to be paid in full and finalized prior to making any arrangements to conduct a cremation, burial, memorial service, or life celebration. As the person legally responsible for payment, please place your initials beside the appropriate payment option that you have selected to pay for the funeral goods and services listed of the Funeral Purchase Contract.

I acknowledge the Malloy & Esposito Policies and elect to choose the following financial selection:

_____ **Payment by cash or check:** if this option is selected.
 * Any returned check due to lake of funds or other reasons is subject to a \$45.00 service charge. *

_____ **Payment by credit card:** if this option is selected.
 There will be a 2.5% service charge for processing any credit card payment

_____ **Insurance Assignment / Estate Payment:** Proceeds from one or more insurance policies can be assigned to Malloy & Esposito for all or a portion of the funeral expenses. All policies MUST be verified as "IN FORCE" and the amount payable MUST be verified before any insurance will be accepted as payment of funeral expenses. An insurance claims processing fee of \$175 will be added to the funeral bill to compensate for the processing of the insurance claim.

By signing my name below, I hereby acknowledge the above initialed payment option and my consent to the terms and conditions stated therein

Signature of Authorizing Agent: _____ Signature of Authorizing Agent: _____