



No.: \_\_\_\_\_

**CONTRACT FOR CREMATION**

\_\_\_\_\_ (“Person Contracting For The Cremation”), hereby contracts with Complete Cremation & Funeral Service LLC and Stonegate Crematorium, LLC (“Funeral Home” and “Crematory”) for the cremation of the deceased, \_\_\_\_\_, and agrees to pay all charges, fees and cash advances for the goods and services to be provided by the funeral home as set out in the attached statement of goods and services which, by this reference, is incorporated into this contract as if more particularly set out herein.

The parties herein acknowledge that the cremation is taking place as per the Cremation Authorization signed by \_\_\_\_\_ (Authorizing Agent) on \_\_\_\_\_ and the Person Contracting for the cremation hereby states that he or she has the authority or right to enter into this cremation contract.

**1. NOTIFICATION**

If the person contracting for the cremation is not the same person who signed the Authorization to Cremate, then the person contracting for the cremation states that he or she has notified the person who signed the Authorization to Cremate that, under Missouri law, the person that contracts for the cremation has the right to the possession of the cremated remains or to direct the funeral establishment how to dispose of the cremated remains.

**2. IDENTIFICATION OF THE DECEDENT**

The person contracting for the cremation acknowledges that the body to be cremated has been properly identified as set out in the Authorization to Cremate as follows:

Name of Decedent:			Date of Death:	Time of Death:
Place of Death:	Sex:	Age:	DOB:	SSN:

**3. 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 unless otherwise noted. During the cremation process, it may be necessary to open the cremation chamber and re-position 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 Person Contracting For The Cremation 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 Person Contracting For The Cremation 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.

#### **4. 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 and the undersigned. 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. The Person Contracting For The Cremation authorizes the Crematory, in its discretion, to remove and discard the non-combustible materials. It is understood that some crematories will not accept metal or fiberglass caskets. It is further understood that the casket or alternative container will be consumed as part of the cremation process.

#### **5. PAYMENT FOR SERVICES**

The cremated remains will not be disposed of or delivered as set out in paragraph 6 until full payment is made for the goods and services contracted for herein.

**6. DISPOSITION OF CREMATED REMAINS**

The Person Contracting For The Cremation directs the Crematory to dispose or deliver the cremated remains in the following manner:

(If left blank, the cremated remains must be picked up by The Person Contracting For The Cremation at the crematory facility located at 1505 South Brookhart Dr Harrisonville MO 64701 (BY APPOINTMENT ONLY).

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**7. UNCLAIMED REMAINS**

If the cremated remains are not disposed of per paragraph 6 or claimed by the Person Contracting For The Cremation within 30 days from the date of cremation, the Funeral Home may, at its discretion, bury, scatter or inter the cremated remains in any place dedicated to such purpose or deliver the cremated remains to any other person or authorized organization as set out in Chapter 194.350.4 of the Revised Statutes of Missouri without further notice to the Person Contracting For The Cremation.

**8. CERTIFICATION AND INDEMNIFICATION**

The Person Contracting For The Cremation acknowledges that the Funeral Home and Crematory are relying upon the representations and agreements being made by the Person Contracting For The Cremation. The Person Contracting For The Cremation certifies that all of the information and statements contained in this contract are accurate and no omissions of any material fact have been made. The Person Contracting For The Cremation 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 this contract, the Authorization for Cremation or the attached Statement of Goods and Services.

Executed: \_\_\_\_\_



Signature of Person Contracting For The Cremation: \_\_\_\_\_

Funeral Home: **Complete Cremation & Funeral Service LLC**  
 Crematory: **Stonegate Crematorium, LLC**

By: \_\_\_\_\_