

# Retail Installment Contract and Security Agreement

StoneMor California, Inc.  
("Company")

Laverne Cemetery  
("Cemetery")  
3201 North "B" Street  
Laverne, CA 91750  
909-593-1415

Melrose Abbey Memorial Park & Mortuary  
("Cemetery")  
2303 S. Manchester Avenue  
Anaheim, CA 92802  
714-634-1981

Contract #

Company (sometimes referred to in this Agreement as "Seller") is an owner and operator of the Cemetery. THIS AGREEMENT is made by and between Seller and

hereinafter called the "Purchaser".

WITNESSETH THAT Purchaser agrees to buy and Company agrees to sell to Purchaser, or his designated beneficiary in accordance with the terms hereof, the following items to be provided or used at the above checked location.

DESCRIPTION OF BURIAL RIGHTS. The Burial Rights covered by the Agreement are shown by the map of such garden/building on file in the office of the CEMETERY, and are more particularly described below.

Burial Rights in: Grave Space(s) \_\_\_\_\_ +Mausoleum: ☐ Chapel ☐ Garden ☐ Tandem ☐ Side-by-Side ☐ Single ☐ Developed ☐ Preconstruction  
Lawn Crypt: ☐ Double Depth ☐ Side-by-Side ☐ Niche: ☐ Chapel ☐ Garden ☐ Single ☐ Companion ☐ Developed ☐ Preconstruction  
☐ Single ☐ Developed ☐ Preconstruction  
+Maximum casket dimensions are: length 85", width 29", height 26"

1st Choice

2nd Choice

1st Choice

2nd Choice

Garden \_\_\_\_\_  
Section \_\_\_\_\_  
Lot \_\_\_\_\_  
Space(s) \_\_\_\_\_

Building \_\_\_\_\_  
Section \_\_\_\_\_  
No.(s) \_\_\_\_\_  
Level \_\_\_\_\_

## 1. MERCHANDISE:

☐ Check here if merchandise is being purchased for use at another cemetery.

Cemetery's Name: \_\_\_\_\_

A. VAULT(S) #1. Description \_\_\_\_\_

#2. Description \_\_\_\_\_

B. URN(S): #1. Description \_\_\_\_\_

#2. Description \_\_\_\_\_

## C. MEMORIAL INFORMATION:

Memorial Design: \_\_\_\_\_ Vase: Y / N

Bronze Size \_\_\_\_\_ X \_\_\_\_\_ Granite Size \_\_\_\_\_ X \_\_\_\_\_

Location (Section, etc.): \_\_\_\_\_

## D. MONUMENT INFORMATION:

Type: \_\_\_\_\_ Color: \_\_\_\_\_

Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ P \_\_\_\_\_

Die: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ P \_\_\_\_\_

Base: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ P \_\_\_\_\_

## E. CASKET(S):

1. Model: \_\_\_\_\_ Gauge: \_\_\_\_\_

2. Model: \_\_\_\_\_ Gauge: \_\_\_\_\_

## 3. ITEMIZATION OF CHARGES

	Company
(A) Burial Rights (as described in Para. 1 above)	\$ _____
(B) Endowment Care	\$ _____
(C) Less Certificate Discount	\$ _____
(D) Second Right of Interment	\$ _____
(E) Vault(s)	\$ _____
(F) Urn(s)	\$ _____
(G) Mausoleum Lettering/Crypt Plate	\$ _____
(H) Memorial/Monument	\$ _____
(I) Granite Base(s)	\$ _____
(J) Installation Charge	\$ _____
(K) Caskets	\$ _____
(L) Initial Fee for Interment	\$ _____
(M) Final Interment/Entombment/Inurnment Fee	\$ _____
(N) Permanent Records & Processing Fee	\$ 145.00
(O) Other	\$ _____
(P) Sales Tax	\$ _____

## 4. TOTAL CASH PURCHASE PRICE (A THRU P)

### ITEMIZATION OF THE AMOUNT FINANCED

(1) Total Cash Price	\$ _____
(2) A. Down Payment <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	\$ _____
B. Trade In: _____	\$ _____
Old Agreement No. _____	\$ _____
C. Total Down Payment (2A + 2B)	\$ _____
(3) Unpaid Balance of Cash Price (1 - 2C)	\$ _____
(4) Finance Charge	\$ _____
(5) Total Unpaid Balance (3 + 4)	\$ _____

5. PAYMENT. The Purchaser shall pay the SELLER for such rights in accordance with the following disclosure statement:

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your own behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of purchase on credit, including down payment of \$ _____
_____ %	\$ _____	\$ _____	\$ _____	\$ _____

## YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	First Payment Due Date	Thereafter, Payments Are Due
_____	\$ _____	_____	<input type="checkbox"/> Monthly on the _____
_____	\$ _____	_____	

SECURITY: You are giving a security interest in the goods or property being purchased or in part of the funds paid under this Agreement held in a Merchandise Trust Fund.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the Finance Charge.

NOTICE: See the remainder of this Agreement (including General Provisions on the reverse side hereof) for additional information about nonpayment, default, delinquency charge, security interests, any required payment in full before the scheduled date, and prepayment refunds and penalties.

THIS AGREEMENT ARISES OUT OF A CONSUMER CREDIT SALE AND IS SUBJECT TO THE ADDITIONAL GENERAL PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, WHICH ARE A PART OF THIS AGREEMENT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, subject to applicable law.

THIS AGREEMENT AND THE FAMILY PROTECTION CERTIFICATE, IF APPLICABLE, CONTAIN ALL THE COVENANTS AND PROMISES BETWEEN THE PARTIES, AND NO AGENT, SALESPERSON, OR OTHER REPRESENTATIVE OF EITHER PARTY HAS AUTHORITY TO MODIFY, ADD TO OR CHANGE ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND/OR THE FAMILY PROTECTION CERTIFICATE.

### NOTICE TO ASSIGNEES OF SELLER

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor (Purchaser) could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor (Purchaser) shall not exceed the amount paid by the debtor (Purchaser) hereunder.

### NOTICE TO THE PURCHASER

(1) Do not sign this Agreement before you read it or if it contains any blank spaces.

(2) You are entitled to a completely filled in copy of this Agreement at the time you sign it.

(3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge; to redeem the property if repossessed for a default; to require, under certain conditions, a resale of the property if repossessed.

### PURCHASER'S RIGHT TO CANCEL

You the Purchaser, may cancel this Agreement at any time prior to midnight of the fifth calendar day after the date of this Agreement, provided no interment or substantial service or merchandise has been provided hereunder. To cancel, deliver or mail written notice of your intent to the name and address of the cemetery authority checked at the top of this Agreement. (For an explanation of this right, see the attached Notice of Cancellation form.)

For more information on funeral, cemetery, and cremation matters, contact: Department of Consumer Affairs, Cemetery and Funeral Bureau, 1625 North Market Boulevard, Suite S-208, Sacramento, CA 95834, (916) 574-7870, www.cfb.ca.gov

### SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF, Purchaser has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_. By executing this Agreement, Purchaser acknowledges receipt of a copy of this Agreement.

Counselor: \_\_\_\_\_  
Signature

Seller by: \_\_\_\_\_  
Authorized Representative

NOTICE: Authorized Representative is signing on behalf of Company.  
This Agreement is not valid until signed by an Authorized Representative of the Seller.

If Burial Rights Certificate to be printed in Name(s) other than Purchaser, then provide Name(s) here:

State License No. \_\_\_\_\_

1. Purchaser \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

2. Purchaser \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

1. Employer: \_\_\_\_\_ Phone \_\_\_\_\_

2. Employer: \_\_\_\_\_ Phone \_\_\_\_\_

**LaVerne Cemetery**  
**3201 North "B" Street • LaVerne, CA 91750**  
**714-634-1981**

**INTERMENT/ENTOMBMENT AUTHORIZATION AND INDEMNIFICATION**

**- DATA ON DECEASED -**

NAME:	D.O.B.	D.O.D.	TIME OF DEATH	SEX M / F	AGE	MARITAL STATUS
ADDRESS:			VETERAN: YES / NO WAR RECORD PLACE OF DEATH:			

**- DATA ON NEXT OF KIN OR REPRESENTATIVE -**

NAME:	RELATIONSHIP:	PHONE:
ADDRESS:		

**- DATA ON PROPERTY OWNER -**

NAME:	RELATIONSHIP:	PHONE:
ADDRESS:		

**- INTERMENT/ENTOMBMENT/INURNMENT DATA -**

CALL RECEIVED DATE:	TIME:	EY:
FUNERAL HOME:	ADDRESS:	
PHONE:	FUNERAL HOME CONTACT:	FUNERAL DIRECTOR:
DAY:	DATE OF BURIAL:	FUNERAL SERVICE AT: TIME: _____ FUNERAL HOME _____ CHURCH _____ CEMETERY: _____
		EST. ARRIVAL AT CEMETERY

**- MAUSOLEUM -**

TEMP: _____	MAUSOLEUM NAME:	SECTION NO.	LEVEL NO.	CRYPT/NICHE NO.	LETTERING: CRYPT PLATE YES / NO
PERM: _____					
INCISING/SCROLL DEATH DATE NEEDED: YES / NO		RELIGIOUS AFFILIATION/OTHER:			

**- BURIAL -**

GARDEN NAME/ SECTION NO.	LOT NO.	GRAVE(S)	SINGLE/REO D/D TRIPLE	TYPE OF OUTER BURIAL CONTAINER:	OUTER BURIAL CONTAINER CO.:
_____ CHAPEL SERVICE _____ GRAVESIDE _____ OTHER			OTHER SPECIAL INSTRUCTIONS/SPECIAL EQUIPMENT:		
FN MEMORIAL INSTALLED: YES / NO					
SCROLL DEATH DATE/ENGRAVING NEEDED: YES / NO					

**- CURRENT CHARGES AND PREPAID INFORMATION -**

PRENEED CONTRACT:	DATE	NUMBER	SELLING PRICE	AMOUNT DUE
OPENING/CLOSING				
VAULT/VAULT INSTALL.				
CASKET				
MARKER/BASE				
PROPERTY				
OTHER				
AMOUNT DUE TO BE RECEIVED FROM: _____ FAMILY _____ FUNERAL DIRECTOR				TOTAL DUE:

The undersigned hereby certifies they have the full legal authority to direct the Interment, Entombment, or Inurnment of the remains of the deceased, and hereby authorize the cemetery to make disposition of the remains of the deceased as indicated. The undersigned hereby further certify and represent that they are owner(s) or authorized representative(s) of the owner(s) of the above described Interment Rights and hereby authorize use of said Interment Rights of the Interment, Entombment, or Inurnment of the remains of the herein named deceased. The cemetery is hereby directed to supervise installation or install any outer burial container, to the extent required by law, purchased in connection with this Interment and the Interment Rights described herein.

The undersigned hereby agree to indemnify and hold harmless the cemetery, its agents and employees from any and all LIABILITY, including reasonable attorney's fees, and against any loss it or they may sustain in connection with the Interment, Entombment, or Inurnment authorized hereunder. The cemetery takes great care to avoid errors, but in the event an inadvertent error does occur, the cemetery shall have the right to correct any error in the Interment, Entombment or Inurnment, at its own expense, without any liability for such error.

**NOTES:**

Flowers will be removed 2 days from burial.

Signature of Family Service Counselor

Signature of Lot Owner/Authorized Representative

**OFFICE USE ONLY**

Interment Check					

**SPACE VERIFICATION**

Family Verified: \_\_\_\_\_

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

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

**- AUDIT AND RECORDKEEPING -  
(Initial after each step is completed)**

INTERMENT ORDER CHECKED	_____
INTERMENT CARD COMPLETED AND FILED	_____
MASTER CARD UPDATED	_____
PLAT BOOK AND LOT MAPS UPDATED	_____
BURIAL PERMIT RECEIVED AND FILED	_____
OTHER	_____

## Hold Harmless Agreement for Interment

I, the undersigned, wish to participate in the interment of \_\_\_\_\_ (deceased).

I understand that the body of the deceased has not been embalmed, nor otherwise sanitized or prepared. I understand that the deceased may have died from, or had at the time of his/her death, one or more communicable diseases, either known or unknown.

I understand that I am participating in the interment of my own free will.

I agree to follow all the rules and regulations of the cemetery and to follow all necessary precautionary instructions given by LaVerne Cemetery personnel.

The undersigned, on behalf of himself/herself, agrees to hold harmless and to indemnify LaVerne Cemetery, its employees, its parent company, subsidiary, its officers and its agents, for any claim, action, liability, costs, agents expenses, or legal fees with respect to all claims of any nature whatsoever made by any person or entity, including the undersigned and his/her immediate family, relatives of the decedent arising out of interment of the deceased at Melrose Abbey Memorial Park and Mortuary.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Anaheim, Ca.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Drivers License or ID # \_\_\_\_\_

Witness for LaVerne Cemetery \_\_\_\_\_