

## A Copy of the BAFS Contract with Local Funeral Providers

Agreement between the Bay Area Funeral Society, Inc. (BAFS) and \_\_\_\_\_ . This agreement is made at \_\_\_\_\_ in the state of California, this \_\_\_\_\_ day of \_\_\_\_\_ 2009, by and between the Bay Area Funeral Society, a nonprofit corporation operating under the laws of California, with its principal office in Berkeley, California, and the provider \_\_\_\_\_, doing business at \_\_\_\_\_

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(Give main address. If multiple sites, attach list.)

BAFS promotes economy in death goods and services and provides education and information to foster consumer choice. The provider agrees that BAFS subscribers will be afforded goods and services according to the terms set forth in this contract with BAFS from 1/1/2009 to 12/31/2011.

- I. DIRECT CREMATION (DC): Provider agrees to provide the following at the package price indicated:
  - A. Obtain and file with relevant country or city health department (counties of San Francisco, Marin, Contra Costa, Alameda) properly filled out and signed death certificate.
  - B. Remove body from place of death
  - C. Hold refrigerated body for up to 72 hours
  - D. Provide combustible container for body
  - E. Transport body to crematory
  - F. Cremation of body
  - G. Return of cremains to the mortuary for disposition in a legally acceptable container
  - H. Pickup of cremains by survivor(s)

The service area for this package is \_\_\_\_\_ (specify by cities or counties or miles from a certain location). Direct Cremation (DC) package is \$ \_\_\_\_\_

- II. IMMEDIATE BURIAL (IB): Provider agrees to provide the following at the package price indicated:
  - A. Obtain and file with relevant country or city health department (counties of San Francisco, Marin, Contra Costa, Alameda) properly filled out and signed death certificate.
  - B. Remove body from place of death
  - C. Hold refrigerated body for up to 72 hours
  - D. Provide cloth-covered casket suitable for funeral services and burial
  - E. Transport body in casket to crematory

The service area for this package is \_\_\_\_\_ (specify by cities or counties or miles from a certain location). Immediate Burial (IB) package is \$ \_\_\_\_\_

III. SCHEDULE OF ADDITIONAL CHARGES:

- A. Extra charge for non-hospital removals (only when route requires a second person) \_\_\_\_\_
- B. Out-of-service area return-mile-rate for transportation (from service area to boundary) \_\_\_\_\_
- C. Out-of-hours removal of body (regular hours, 8am-5pm) \_\_\_\_\_
- D. Rate of sales tax on merchandise (state or locally mandated) \_\_\_\_\_
- E. Each certified copy of death certificate \_\_\_\_\_
- F. Fee for obtaining and filing out-of-service area death certificate \_\_\_\_\_
- G. County or city health department fee as currently mandated \_\_\_\_\_
- H. Preparation of and calling in of obituary notice plus lineage charge \_\_\_\_\_
- I. Caskets & urns (3 least expensive & describe):  
Caskets: \_\_\_\_\_ Urns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- J. Daily rate for refrigerated holding of remains beyond the first 72 hours \_\_\_\_\_
- K. Disposition of cremated remains: Scattering at sea \_\_\_\_\_  
  
Scattering in authorized premises \_\_\_\_\_  
  
Shipment with packing & postage \_\_\_\_\_
- I. Other charges (attach list if necessary; NOTE: BAFS will not contract with Provider surcharging for handling bodies. As well, it is important to note here any charges that would ordinarily fall in the category “Professional Services”—which should only be charged if actually performed). \_\_\_\_\_

IV. GUARANTEED CHARGES FOR BASIC SERVICES. The Provider and BAFS agree that for the period of this contract, goods and services will be provided BAFS subscribers at the prices and rates specified. It is further agreed that all charges to BAFS subscribers, their estates or survivors, be billed by itemized invoice, copies of which are to be sent to the BAFS office when issued.

V. OTHER TERMS AND CONDITIONS

- A. RECORDS TO BE FURNISHED. Contracting provider selected by BAFS subscriber will be furnished BAFS instruction form on which name(s), address, telephone numbers, file numbers, instructions and death certificate information of subscriber(s) are entered.

- B. **OWNERSHIP OF SUBSCRIBER RECORDS.** All records furnished the Provider are the exclusive property of BAFS and must be returned to BAFS within twenty-four (24) hours if this contract is terminated. The Provider shall not furnish names, addresses, or any subscriber information to anyone without the express written consent of BAFS.
- C. **PERFORMANCE ACCORDING TO INSTRUCTIONS.** At death, the Provider shall show the written instructions of a deceased subscriber to her or his representative. These instructions are to be followed in conformity with state and local law and federal regulation. Provider shall convey file copy of deceased subscriber together with copy of bill to BAFS after death services have been rendered within thirty (30) days of the date of the rendered services.
- D. **LIABILITY FOR COSTS INCURRED.** The Provider must collect payment due for goods and services from the family, executor or estate of the deceased. BAFS has no liability for accounts payable to the Provider. Subscription payments can be made to BAFS as provided in F. below.
- E. **RECIPROCAL SUBSCRIPTION.** The Provider agrees to afford these contract provisions, conditions and prices to subscribers of other member societies of FAMSA/FCA (Funeral and Memorial Societies of America/Funeral Consumer's Alliance.) upon verification of such subscription.
- F. **AT-NEED SUBSCRIPTIONS.** The Provider will furnish goods and services under terms of this contract to a deceased person whose survivors or representatives choose to subscribe the deceased to BAFS. The 'At-Need Subscription' will be sent to BAFS by the Provider together with a copy of the invoice as soon as death services have been rendered.
- G. **PUBLIC INFORMATION.** The Provider is precluded from promotions or advertisements which express or imply proprietary interest in, membership in, representation of, or sponsorship of BAFS. The following is the acceptable legend: "\_\_\_\_\_ (name of Provider) is a contractee of the Bay Area Funeral Society, a nonprofit, consumer education and information resource." BAFS retains permission to use the name of the Provider in material circulated to subscribers and prospective subscribers of BAFS.
- H. **DEFAULT AND CANCELLATION OF CONTRACT.** Failure to comply with any provision of this contract may void it. Any charges made outside those specified in this contract can be cause for cancellation. This contract may be cancelled by either party upon written notice, effective thirty days (30) after receiving such notice.
- I. **SUCCESSORS IN INTEREST.** In the event there is a change in management or if a controlling interest in ownership of the Provider is sold or transferred, the Provider shall notify BAFS in writing within ten (10) days. BAFS may then cancel this agreement or renegotiate it on thirty (30) days written notice to the new holder of the interest.
- J. **SITE VISITS.** BAFS reserves the right to have members of its Board of Directors or of its staff make site visits at the Provider's facilities to inspect them.

The authorized agents of the Bay Area Funeral Society and the contracting Provider execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
Name & Title (Print)

\_\_\_\_\_  
Name & Title (Print)

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Bay Area Funeral Society

Please mail to BAFS, P.O. Box 264, Berkeley, CA 94701