

**TWIFORD FUNERAL HOMES**  
**Authorization, Cremation, & Disposition Contract**

**NOTICE:**

**THIS IS A LEGAL DOCUMENT. IT CONTAINS IMPORTANT PROVISIONS CONCERNING CREMATION. THE CREMATION PROCESS IS IRREVERSIBLE AND FINAL. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

1. Individual to Be Cremated \_\_\_\_\_  
(First) (Middle) (Last)
2. Date of Death \_\_\_\_\_ Time of Death \_\_\_\_\_  
(N/A if Preneed)
3. Name and Signature of Individual Confirming Identity of Decedent:  
\_\_\_\_\_
4. Name and Address of Crematory that will perform the cremation:

**ALBEMARLE CREMATORIUM INC.**  
**1115 NORTH ROAD STREET**  
**ELIZABETH CITY, N.C. 27909**  
**(252) 335-5465**

5. By signing this form the Authorizing Agent(s) represent(s) the following:
  - a. The Authorizing Agent(s) hereby certify, warrant, and represent that I/We have the right to authorize the cremation of the decedent and the Authorizing Agent(s) is (are) not aware of any living person who has a superior right to that of the Authorizing Agent(s) as set forth in G.S. 90-210.44; or, if there is another living person who does have a superior right to that of the Authorizing Agent(s), the Authorizing Agent(s) represents (represent) that the Authorizing Agent(s) has (have) made all reasonable efforts to contact such person, has (have) been unable to do so, and has (have) no reason to believe that such person would object to the cremation of the decedent;
  - b. The Authorizing Agent(s) has (have) either disclosed the location of all living persons with an equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.44, or does (do) not know the location of any other living person with an equal right to that of the Authorizing Agent(s); and
  - c. To the best of the knowledge of the Authorizing Agent(s), the human remains (do) \_\_\_ (do not) \_\_\_ contain a pacemaker or any other material or implant that may be potentially hazardous to he person performing the cremation.
6. The Authorizing Agent(s) hereby authorizes (authorize) the above named Crematory to cremate the decedent, including the right to process or pulverize the cremated remains.
7. The Authorizing Agent(s) authorizes (authorize) \_\_\_\_\_ to receive the cremated remains from the crematory licensee.
8. The final disposition of the cremated remains is to be as follows:  
\_\_\_\_\_

**If no final disposition is given, the cremated remains will be held by the Crematory Licensee/Funeral Home for 30 days before they are disposed of, unless the cremated remains are received from the Crematory Licensee/Funeral Home prior to that time, in person, by the Authorizing Agent or his designee.**



# TWIFORD FUNERAL HOMES

## Authorization, Cremation, & Disposition Contract

### Disclosures & Disclaimers

The Authorizing Agent(s) has (have) either disclosed the location of all living persons with equal right to that of the Authorizing Agent(s), as set forth in G.S. 90-210.44, or does (do) not know the location of any other living person with an equal right to that of the Authorizing Agent(s).

\_\_\_\_\_  
Initial(s)

**I/We, the Authorizing Agent(s), do hereby certify, warrant, and represent that I/we understand:**

All cremations are performed individually. The cremation process begins with the placement of the cremation container into the cremation chamber where it is subject to intense heat and flame reaching temperatures of 1400 to 1800 degrees Fahrenheit. Due to the nature of the cremation process, any valuable material will not be recoverable. In the event of such valuable items in which I/we wish to retain, it is my/our responsibility to remove them or have them removed **prior** to the cremation process. Body prostheses, dental bridgework, or dental fillings within the remains will either be destroyed or will not be recoverable. Accordingly, the Authorizing Agent(s) represent and warrant to the Crematory that such materials have been removed from the remains or if not, that they may be removed from the remains and disposed of by the Crematory or may be destroyed by the cremation process.

\_\_\_\_\_  
Initial(s)

Following a cooling period, the cremated remains are then swept or raked from the cremation chamber. Cremated remains, depending on the bone structure of the decedent, will weigh approximately 4 to 8 pounds, and are usually white in color, but can be other colors due to temperature variations and other factors. Even with the exercise of reasonable care and the use of the Crematory's best efforts, it is not possible to recover all particles of the cremated remains of the Decedent; some particles may inadvertently become commingled with particles of other cremated remains remaining in the cremation chamber and/or other devices utilized to process (pulverize) the cremated remains. I/We hereby authorize the Crematory to dispose of any such residual particles in any lawful manner it deems appropriate.

\_\_\_\_\_  
Initial(s)

Cremated remains consist primarily of bone fragments, which are processed or pulverized to permit their placement in an urn or other suitable container. Unless a suitable container is purchased for the cremated remains of the Decedent, the crematory will place such remains in a container which is designed for short-term use and **may not be recommended for any type of shipment**. In the event the capacity of the urn or other container is insufficient to accommodate all of the cremated remains of the Decedent, an additional temporary (short-term) container will be used and returned to the person(s) designated in Paragraph J.

\_\_\_\_\_  
Initial(s)

Implanted pacemakers or other mechanical devices in the Decedent may create a hazardous condition when placed in a cremation chamber. The Crematory will not, therefore, cremate any human remains which contain any type of implanted mechanical device. In the event the remains of the Decedent do contain such a device, the Authorizing Agent(s) hereby authorize and instruct the funeral home, its agents and employees to contact the appropriate persons and secure the removal of any and all mechanical devices from the remains prior to the cremation process.

\_\_\_\_\_  
Initial(s)

The Crematory reserves the right to accept or reject a cremation container constructed of noncombustible materials. Remains received in a noncombustible cremation container may be removed prior to cremation and placed in a combustible container; and the Crematory reserves the right to make disposition of such noncombustible container at its sole discretion. The Crematory is authorized to remove and discard handles or any other items attached to the cremation container which may cause damage to the cremation chamber.

\_\_\_\_\_  
Initial(s)

As the Authorizing Agent(s), I/we hereby agree to indemnify, defend, and hold harmless the Funeral home, its officers, agents and employees, of and from any and all claims, demands, cause 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 to properly identify the decedent or the human remains transported to the Crematory, the processing, shipping and final disposition of the decedent's cremated remains, the failure 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 person(s) claiming the right to control the disposition of the decedent or the decedent's cremated remains, or any other action performed by the Crematory, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

\_\_\_\_\_  
Initial(s)

\_\_\_\_\_  
Name and Signature of Funeral Home Director/ Crematory Licensee as Witness, if applicable

\_\_\_\_\_  
License Number

(Must be signed before two witnesses when funeral director not present. In certain cases, notary public may be required in lieu of witnesses.)

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State, ZIP)

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State, Zip)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

SEAL