

Ebensberger-Fisher Funeral Home

111 Rosewood Ave. Boerne, TX 78006
(830) 249-2321 Fax (830) 249-1835
www.ebensberger-fisher.com

Authorizations of Disclosure Agreement

Deceased: _____ **Date of Death:** _____

You confirm that you have examined the service and merchandise items listed and found them to be correct and according to the arrangements selected. By signing this, you confirm that you are aware of your right to select only such services and merchandise as you desire and that you have the legal right to arrange the funeral/cremation services for the deceased named herein.

The Federal Trade Commission's Trade Regulation Rule on "Funeral Industry Practices" requires certain disclosures and prohibits misrepresentations. The following is a checklist we ask those we serve to read and sign to verify that the funeral arrangement conference was conducted in compliance with the Rule. You who made the arrangements for the funeral and final disposition of the above-named decedent do hereby attest to the following:

- *You **were** given a General Price List effective on 6/1/2018 prior to discussing funeral arrangements or the selection of any funeral goods or services.
- *You **were** given a Casket Price List effective on 10/13/2013 prior to discussing caskets.
- *You **were** given an Outer Burial Container Price List effective on 11/15/2016 prior to discussing burial containers.
- *You **were** advised that the law does not require embalming except in certain special cases.
- *You **were** advised that there is no law that requires a casket for direct cremation or that any container, other than an alternative container, is required for direct cremation.
- *You **were** advised that the funeral home cost for the items may be different based on volume or cash discounts or other professional /trade customs where permitted by state or local law.

No claims were made to you as to the merchandise or services (embalming, casket, outer burial container) to the effect that embalming or the use of any merchandise available from us would delay the decomposition of the remains for a long-term or indefinite time, or that any such merchandise would protect the body from gravesite substances. No representations or warranties were made to you about the protective features of caskets or outer burial containers other than those made by the manufacturer. The only warranties, expressed or implied, granted in connection with goods sold with the funeral service we arranged were the expressed written warranties, if any, extended by the manufacturers of such goods. No other warranties were extended to you.

Indemnification Agreement

(For use of property not supplied by or purchased from the Funeral Home)

The undersigned hereby assumes all liability arising out of the use of funeral or burial merchandise or other products or the use of any motor vehicle supplied by or purchased from persons and/or firms other than **Ebensberger-Fisher Funeral Home**. The undersigned does hereby agree to indemnify and hold said company, its officers, agents and employees and others who might be in privity with them, or to whom they might owe a duty, harmless from any and all claims, suits or causes of action, including attorney's fees for the defense thereof brought by any person, firm or corporation, or motor vehicles, or other chattel property used in connection with the funeral or alternate to it and final disposition of the body of the deceased named herein which has been supplied or purchased from a person and/or firm other than said funeral home.

Date Signed: _____

Signature of Funeral Purchaser

Relationship to Deceased

Funeral Home Representative

Facts About Funerals

I, the undersigned, hereby acknowledge receipt of the brochure published by the Texas Funeral Service Commission entitled "**Facts About Funerals.**"

Signature of Funeral Purchaser

Date