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Appendix

Final Disposition Suggestions & Resource Guide

Vital Information for your Estate Planning Needs
providing Insight and Perspective

With Downloadable Forms

Paul M. Paquette

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1st Edition

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TM

FIRST EDITION

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1. Power of attorney--United States--Popular works. 2. Power of attorney--United States--Forms.
3. Estate Planning--United States--Popular works. 4. Estate planning--United States--Forms. I. Title II. Series

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Final Disposition Suggestions & Resource Guide

Final Disposition Suggestions & Resource Guide

Planning:

- Avoid paying for the funeral, gravesite, or monument in advance (unless it is very complicated or completion of service occurs in short order). The Principal will be better off investing or saving that money instead of paying for final dispositional needs when required. Remember that prices tend to increase over time (unless market forces counteract inflation), and businesses may close or change ownership. If the Principal/Agent plans to pay for final disposition in advance, inform the Principal's Family of the insurance policy, contract, or trust fund.
- The following website **https://paquettepublications.weebly.com/preneed.html** provides a summary overview of options relating to pre-paying the Principal's funeral in advance with the advantages and disadvantages of each option at the state level. It is highly advantageous that the Principal/Agent download the PDF corresponding to the State where the Principal currently lives so that the Principal/Agent is aware of the options available.
  - Beware of Medicaid scare tactics by sales representatives to coax the Principal/Agent into buying a pre-paid funeral in advance. Only purchase an irrevocable plan when the Principal needs to (not before) qualify for Medicaid. By purchasing earlier, the Principal limits options for what their money can do later.
  - If the Principal is currently applying for Medicaid, all states allow the Principal to pre-pay for a funeral in advance to shelter some money from consideration for Medicaid eligibility. This transition is known as a "spend-down" the amount that the Principal/Agent can protect in a pre-paid funeral varies from State to State.
- Remember that the Principal's situation or desires may change throughout time. It is best to write down the Principal's final disposition wishes and update it every few years before the Principal's death so that the Principal's Agent can accommodate the Principal request to the best of their ability with little hassle and planning. The Principal/Agent should give a copy of the Principal wishes to a family member or the Principal's Attorney. Stating the Principal's wishes in a Last Wills and Testaments sounds good, but in reality, most are not found or read until after the funeral. Avoid putting the only copy of the Principal's wishes in a safe deposit box since it is easy to overlook, or it will delay the funeral arrangements.
- A funeral home acts as an intermediate for the Principal/Agent; the funeral home does all of the hard work and ensures legal compliance. However, their services are not required if the Principal/Agent plans to do it (see Home Funeral Service); the Principal/Agent needs to consult the state and local laws regarding this matter. If the Principal/Agent is willing to take the time to learn what to do, there are tremendous cost savings. However, since funeral preparation and service occur within a short timeframe, the Principal/Agent may be better off utilizing a funeral home; remember, the Agent is paying for convenience.
- The following website **https://paquettepublications.weebly.com/rights.html** provides a summary overview of Individual rights regarding final disposition at the state level. The Principal/Agent can download the PDF corresponding to the State that the Principal currently lives in so that the Principal/Agent can plan for the Principal's final disposition accordingly.

Market Forces:

- There is an excessive supply of funeral home service providers in the United States of America; thus, it is a buyers' market, not a sellers' market.
- Some historically family-owned funeral homes may be chain-owned Mortuaries (between 10 to 15 percent of Funeral Homes in America), such as Service Corporation International (SCI) and Stewart Enterprises. Even if it appears to be a family-own funeral home, looks are deceiving; ask in advance if family-own funeral homes are independent and locally owned. Usually, such chain-owned Mortuaries products and services are higher in cost (up to 3 times higher) with hard-sell tactics, which may lead to deceitful sale practices. The Principal/Agent should still inquire or potentially do business with these Funeral Homes; however, beware of the underlying motivations so that expenses are not excessive. **Please note:** In metropolitan areas (particularly in Florida), corporate chains have a near monopoly as funeral home providers.
- Unless the Principal prefers a particular cemetery/memorial park, it pays to shop around regardless of whether the cemetery/memorial park is religiously affiliated or incorporated as a nonprofit. Inquire if said cemetery/memorial park is independent and locally owned; these tend to be less expensive than chain-owned.

Principal: ________

- Some religious cemeteries/memorial parks may have outsourced or sold their burial operations to for-profit third parties. These for-profits rely on the Principal religious faith to make a profit; thus, do one's due diligence and research such matters in advance.

- Ensure that the Principal/Agent calls around and gets price quotes to get the best deal possible; remember to negotiate for the lowest price possible.
- Stick to a budget; decide what products and service the Principal require. Do not pay for products and services that do not fulfill the Principal's goals.
- Do not commit to buying any product or service until the Principal/Agent has researched and asked questions. Only the ignorant people and fools pay for more than what is required.
- Do not let the Principal's/Agent's emotions sway one's decision-making. If the Principal/Agent feels sale pressure, it is okay to stop, reflect, gain more information, and continue negotiations. Verify all claims of importance made by sales representatives before committing to buy anything. If the sales representative state it is a one-time deal or offer, that person is lying to the Principal/Agent, walk away. If a guaranteed offer occurs, make sure it is in writing and has the approval of upper management before purchase.
- Always ask the representative to provide the legal citation on paper for verification if State laws require/deny a product or service. If the representative balks or cannot provide such information promptly, the possibility of deception is very high due to greed or ignorance.
- Do not reveal how much money the Principal/Agent has to fund said funeral arrangement unless the Principal/Agent wants to pay the most amount possible, thus leaving no room for negotiating.
- Federal Trade Commission's (FTC) Funeral Rules require Funeral Homes to give the Principal/Agent prices by phone upon demand, thus shop around and let the Principal/Agent fingers do the walking.
- The Federal Trade Commission's (FTC) Funeral Rules do not cover cemeteries/memorial parks and mausoleums unless those places sell funeral products and services.

Paperwork:

- According to the Federal Trade Commission's (FTC) Funeral Rules, the Consumers shall have access to the following: (**01**) General Price List, (**02**) Casket/Coffin Price List, and (**03**) Outer Burial Container Price List when the Principal/Agent inquire about funeral arrangement and prices. Furthermore, these lists should be assessable for examination before arranging conferences or services. The Federal Trade Commission (FTC) allows the Consumer to keep the General Price List; the other price lists are at the funeral home's discretion. If the Principal/Agent plans to purchase from a funeral home, make sure the Principal/Agent looks at all the make and models with the corresponding prices so that the Principal/Agent can make the most appropriate financial decision. Always ask to see the low-cost options first; inquire if a catalog or computer selection may be available. Do not be surprised if a low-cost option is not available for display but advertised as an option; if this occurs, the Consumer will have to wait until delivery.
- Always look at the Individual Pricing List and compare it to the Packages so that the Principal/Agent can make the best decision possible. The funeral home may not offer an Individual Pricing List. However, the Principal/Agent can purchase each service/product individually to compare any "Packages" offered if the funeral home. The funeral home may refuse or balk at offering individual service; this should raise a red flag; best, the Principal/Agent walk away. According to the Federal Trade Commission (FTC) Funeral Rules, the Principal/Agent has the right to buy separate products and services; thus, do not accept a package that may include products or services that the Principal/Agent does not desire.
- When contracting with a Funeral Home, ensure the Principal/Agent receives an Itemize Statement / Invoice of final choices before the funeral. Ensure the final statement/invoice has only those items selected by the Principal/Agent. Do not leave the arrangement conference without this itemized statement/invoice or receipt, especially if the Principal/Agent pays for said products and services.
- Trust but verify; some funeral homes may state that the Principal/Agent must buy a specific product or service to meet particular legal requirements regarding a cemetery/memorial park or crematory. Ensure such explanations are in a written statement; verify if such requirements exist before buying any products or services.
- If a Funeral Home, Crematory, or Cemetery/Memorial Park asks the Principal/Agent to sign a contract, ensure the Principal/Agent reads the fine print carefully, asks questions, and understands everything before signing. If the Principal/Agent needs further information or help, have a licensed state Attorney review contract before signing.
- Ensure the Principal/Agent does all business in writing so that a paper trail exists if the business in question makes a mistake or fails to uphold their contract's end.

Principal: ________

Top Five Funeral Types:

- **"Traditional" Full-Service Funeral:** Generally, the most expensive type of funeral usually includes a viewing or visitation and formal funeral services. These services may include but are not limited to a hearse to transport the body to the funeral site (Cemetery/Memorial Park) for the burial, entombment, or cremation of the remains. Fees may include but are not limited to the following: Basic Service Fee, Embalming, care of the body, dressing of the body, rental of the funeral home for viewing or services, vehicle transport, cost of casket/coffin, burial site (cemetery plot or crypt), and other funeral goods and services.
- **Direct Burial (Immediate Burial):** Cheaper than a Full-Service Funeral, the body is buried shortly after death, usually in a simple container with no viewing, visitation, or embalming. Memorial service is optional at the gravesite. Fees may include but are not limited to the following: Basic Service Fee, vehicle transport and care of the body, cost of casket/coffin or burial container, and burial site (cemetery plot or crypt). Optional, graveside services cost extra.
  - Package prices may substantially vary when shopping among several funeral homes since it includes a minimum casket/coffin and a grave liner or vault. Beware of inflated service prices on immediate burial but offer a "discount" if the Principal/Agent purchases the casket/coffin at the funeral home. If the situation above occurs, an unseen handling charge is in the service fee, a practice outlawed by the Federal Trade Commission (FTC).
- **Direct Cremation:** The cheapest option is the cremation of the body, which occurs shortly after death, usually with no additional services (embalming, viewing, or visitation). Fees may include but are not limited to the following: Basic Service Fee, vehicle transport, care of the body, crematory fee, and an urn or another container. **Optional:** If burial or entombment of the remains occurs, the cost of a cemetery plot or crypt should be in the calculations.
  - When price shopping among several funeral homes, be sure to ask if the package price includes the cost of (**01**) a minimum container, (**02**) cremation process, and (**03**) and cremation permit. It is worth noting that most funeral homes do not have a crematory. Thus, it would be an additional expense, which may not be apparent in the first inquiry. Promession and Alkaline Hydrolysis are alternatives to cremation; however, finding a service provider may be difficult.
  - **Beware of fraud**; it is always advisable that a trusted individual verify the cremation of bodily remains or a short video of the body cremation, which identifies the body entering into an active furnace. There have been past cases of when crematory/funeral homes have committed fraud; instead of cremation, the bodily remains usually rot in a shallow unmarked grave with no identifying information of the individual.
- **Green Burial:** The cheapest and most environmentally friendly method for final disposition involves laying the body in the earth without chemical embalming, metal casket/coffin, or vault (still practiced today by devout Jews and Muslims). Consult the cemetery/memorial park (preferably in advance) if Green Burial is permissible. Please inquire about pricing; some Green Cemetery charges a premium since their primary goal is the conservation and sustainment of undeveloped land.
  - When comparing pricing at a funeral home, a Green Burial should be equal to or less than a Direct Burial to determine if it is reasonable or not.
- **Home Burial:** Instead of burying the bodily remains of an individual at a cemetery/memorial park, consider using family-own property or private land for burial.
  - Always consult state law if a funeral home involvement is required. The Principal/Agent may be able to do a home funeral instead with limited or no funeral home involvement at all.
  - If the Principal/Agent plans to proceed with this option, it is best to plan preferably in advance for one's death and consult an Attorney. Furthermore, the Principal/Agent may want to know what restrictions might occur due to local zoning ordinances, local laws, and state laws.

Funeral Home Services:

- **Definition of Funeral Home:** A commercial service provides interment and funeral services to the community for the dead and their families. Funeral homes take care of the necessary paperwork, permits, and other details, such as arranging cemeteries/memorial parks and crematories, providing obituaries to the news media, et cetera.

Principal: ________

- **Embalming:** Services for embalming bodily remains is not a legal requirement for most death. When there is a delay in burial or cremation for several days, refrigeration can substitute for embalming in many states; however, there may be exceptions.
  - Most funeral home policies require embalming if the Principal/Agent plans to do a public viewing. However, it is worth knowing that, except in rare or unique cases, no State laws currently require embalming procedures for funerary services.
  - Please note that if the Principal or Principal's Family has religious or moral objections to embalming, the Principal/Agent may have limited services available that a funeral home is willing to offer. The Principal/Agent may want to call funeral homes in advance and find out their policies.
  - Funeral embalming uses weaker chemicals and usually holds a body for about a week (temporary cosmetic restoration) until decomposition occurs. Medical School embalming uses more potent chemicals that preserve a body (cadavers) for years (mummification). If the Principal donates their body to a medical school, embalming will occur at no cost to the Principal/Agent; otherwise, there is no other practical way of preserving a body for such long durations.
  - The embalming process is not a pretty picture; it is somewhat morbid and disgusting. The Consumer would probably reconsider having their body embalmed, or a loved one's body if the Consumer knew all the details and processes; this is a case where ignorance is bliss.
  - Embalming does not protect the public from disease or prevent the spread of disease once a person dies. Scientifically speaking, once a human dies, infectious agents that would be of any concern, including those on the individual's skin or internal organs, are less contagious, except in rare cases. Rhetorical question, when was the last time a Consumer ever heard or seen a funeral director pick up and handle the deceased body from the hospital or home wearing a HazMat suit?
  - The practice of embalming itself creates a danger for the embalmer due to chemical exposure (formaldehyde) and fluid-borne pathogen exposure, thus leading to a 13 percent higher death rate, according to the Center for Disease Control.
  - It is up to the family if their deceased loved one's body undergoes embalmment, not the funeral home. Consider using a different funeral home service provider if accommodation for embalming alternatives cannot occur to meet the Principal's/Agent's needs.
- **Refrigeration:** Not all funeral homes have refrigeration storage capabilities, but most hospitals do when price shopping; it is best to ask the funeral home in advance if the Principal/Agent desires refrigeration service. If refrigeration technology is unavailable, dry ice, conventional ice, or frozen gel pack may be sufficient substitutes.
  - Most funeral homes are willing to accommodate the Principal's/Agent's request for a private family viewing without embalming. However, most will not advertise this option to the Principal/Agent. If some form of preservation is a practical necessity, refrigeration will suffice for several days.
  - Dry ice or frozen gel packs are just as effective in delaying decomposition as refrigeration is when transporting the body.
  - In most cases, a body will keep for two to three days at 70 degrees or cooler without offensive decomposition or odor.
- **Private Viewing:** This allows the family to see the deceased person (body) one last time; it helps in the grieving process and allows family and friends to say their last goodbyes before cremation or burial. The body can either be refrigerated or embalmed without a casket/coffin.
  - Private viewing is beneficial when the cause of death is sudden or unexpected. Usually, when death is foreseeable, and loved ones have previously said their goodbyes, private viewing is not required; this will save the Principal/Agent from needing a rental casket/coffin since closure has already occurred.
  - It behooves the Principal/Agent to call funeral homes in advance when price shopping and find out their policies regarding private viewings before making a final selection.
  - Some funeral homes may set a timeframe for a private viewing. However, if the Principal/Agent requires a longer duration, be prepared to pay extra for the use of the facilities.
- **Visitation:** Visitation provides an informal time for gathering and remembering the deceased individual, a closed casket/coffin may be present, or the body may not be present. Visitation without the casket/coffin present can occur anytime, anywhere, without the cost or formalities of a funeral home involvement.
  - Families that request a visitation versus a private viewing have found the occasion more intimate, personal, and potentially more comfortable. The deceased's family sees additional value when friends and colleagues talk freely about the significance of their relationship with the deceased person.

Principal: ________

Home Funeral Services:

- **Definition of Home Funeral**: The family generally provides noncommercial service regarding the following: (**01**) the care and preparation of bodily remains for burial or cremation. (**02**) Planning and implementation of related rituals or ceremonies. (**03**) Planning and implementation of burial or cremation itself. Home funerals tend to be minimal, with noninvasive care and preparation of the bodily remains; as a result, the cost is significantly lower than that of a funeral home.
  - Home funerals tend to go hand-in-hand with home burials. However, cemetery/memorial parks always remain an option.
- Connecticut, Illinois, Indiana, Louisiana, Michigan, Nebraska, New Jersey, and New York require a licensed funeral director or a funeral home involvement when conducting a home funeral. It is best to call around to find a person or establishment willing to do so at a minimum expense in these situations.
- For more information on how to perform or receive help for a home funeral, suggest starting one's research at **http://www.homfuneraldirectory.com** or **http://www.homefuneralalliance.org**.

Home Funeral Fees:

- **Professional Service / Basic Service Fee:** This non-declinable fee for "basic services of staff" is allowable by the Federal Trade Commission (FTC). This fee usually entails the following: funeral planning, securing the necessary permits and copies of death certificates, preparing the notice, sheltering the remains, and coordinating the arrangement with the cemetery, crematory, or other third parties. This fee must be payable and the cost of the specific products or services for the funeral arrangement. This fee may also cover expenses such as unallocated overhead or overhead. Due to the nature of the fee, most funeral homes have loaded more and more of their profits into this fee, thus low-balling the actual products and services fee.
- **Embalming Services Fee:** If the Principal/Agent utilizes embalming service, this is probably the most justifiable fee that exists in the funeral industry, considering that it does require training, significant expertise, overhead expenses, unpleasant to perform, and places the embalmer in jeopardy of blood-borne pathogens and exposure to highly toxic chemicals. The fee varies by location and usually increases based on the amount of restoration required or requested.
  - Beware of additional related charges such as "other preparation of the body – cleaning, dressing, and casketing," which may not appear on the General Price List.
  - If an autopsy occurs on a body, expect an additional charge due to the amount of restoration work required to bring back a natural cosmetic appearance.
- **Shelter of Remains:** This fee may not be on the General Price List; usually, it is only applicable after the four or five days it might take to complete all funeral arrangements. Federal Trade Commission (FTC) allows funeral homes to charge for the refrigeration of a body; when refrigeration is required, ask the funeral home if it charges per day or a flat fee.
- **Transporting Remains:** Usually included on the General Price list, this expense usually involves picking up the body to the funeral home, and if a burial follows, there may be additional expenses for utilizing a hearse, horse-drawn wagon, limousine to transport the casket/coffin to the cemetery/memorial park.
  - Some third-party companies specialize in shipping bodies, which might be significantly less than the funeral home. It might be more cost-effective to have the funeral home on the receiving end make such arrangements if an Agent needs to ship the Principal's body to another state and the funeral ceremony is in a different state where the death occurred. Usually, the charge price is lower from a wholesale business-to-business versus the charge price by a retail customer.
- **Outside Vendor Fees (Cash Advance):** If the Principal/Agent needs optional products and services, the Funeral Home will make these arrangements for a fee. However, it will usually be cheaper for the Principal/Agent to make and pay for these arrangements.
- **Identification Viewing Fees:** A private viewing for the family to confirm the individual's body; however, in reality, the funeral home knows the identity of the deceased when picked up from a hospital, nursing home, or family residence. It is a way for the funeral home to increase profits by offering a Cremation Casket/Coffin or Rental Casket/Coffin for viewing purposes only.
  - According to the Federal Trade Commission (FTC), some Funeral Homes charge for the Identification Viewing itself or even preparation for Identification Viewing; unless state law requires it, any such fee may be declinable unless the family requests such services.

- Beware of additional related charges such as "other preparation of the body – cleaning, dressing," which may not appear on the General Price List.
- Remember that identification of the bodily remains can quickly occur at the hospital, nursing home, private residence, or the crematory before the cremation of remains begins.

Merchandise:

- **Casket/Coffin:** It is perfectly allowable to buy a third-party casket/coffin that may be significantly cheaper; such discount casket/coffin is usually bought online from Wal-Mart, Costco, and Amazon. Some Funeral Homes have initiated "price realignment" to discourage the Consumer from buying a discount casket/coffin from third parties by shifting markup expense to the Basic Service Fee versus the offered in-house casket. Thus, it pays to shop around to find out who has the lowest Basic Service Fee.
  - Beware of Funeral Homes that mention low-cost casket/coffin as "welfare casket/coffin," usually held in inventory in "ugly" colors to discourage consumers from buying these products. However, if the Principal/Agent likes its design and functionality, inquire what other colors are available.
  - When selecting a casket/coffin, the Principal/Agent will encounter the term Protective versus Non-Protective, save money, and buy the Non-Protective versions. Terms or features associated with a protective casket/coffin include but are not limited to the following: rubber gasket, "sealer casket/coffin," "water and leak-resistant," "cathodic protection," and "sacrificial cathode," and "warranted casket/coffin." There is currently no scientific evidence that a protective casket/coffin offers additional value when preserving human remains and may even complicate decomposition by increasing the chances of putrefaction versus natural dehydration.
  - No casket/coffin can keep out water, dirt, or other debris indefinitely, especially if it is a burping casket/coffin, thus allowing gases to escape in the decomposition process. If the Principal/Agent wants to ensure the integrity that said casket/coffin is not waterlogged, select a gravesite that is above water level, not on a floodplain, or near a high-water zone, and has additional water drainage capabilities (this will cost money).
  - Illegal Tactics: A funeral home cannot charge the Principal/Agent a handling fee for a family-made casket/coffin or a third-party casket/coffin. A funeral director cannot state that a casket/coffin is "unsuitable" for use at their establishment if it meets or exceeds the state construction requirements. Federal Trade Commission (FTC) Funeral Rules state the following: (**01**) that the Principal/Agent's presence is not a requirement for delivering a third-party casket/coffin to the funeral home. However, if damage occurs after delivery, the Principal/Agent may want to be there to assure the integrity of said casket/coffin (take pictures). (**02**) Funeral homes cannot require the Consumer to inspect the casket/coffin on delivery. (**03**) Funeral homes cannot refuse to allow third-party delivery staff to use the funeral home's equipment to bring the casket/coffin inside the funeral home. (**04**) Funeral homes cannot refuse third-party casket/coffin delivery during the same time of day that the funeral home will accept delivery from their supplier.
- **Urns:** Do not be fooled into thinking that the Principal/Agent must purchase a more expensive Urn from a Funeral Home. If the Principal/Agent receives the cremated remains in a plastic or cardboard container that states, "Temporary Container – Not Suitable for Long-Term Storage," the Consumer reserves the right to decide what container is "permanent" or "suitable."
  - Federal Trade Commission's (FTC) Funeral Rules give the Consumer the right to refuse a casket/coffin for cremation remains. All funeral homes must provide a minimum "alternative container," and by law, the Principal/Agent has the right to supply an alternative container of one's choosing.
  - It is worth noting that no state law requires an urn as a condition for burying cremated remains.
- **Rental Casket/Coffin:** If the Principal/Agent plans to use a rental casket/coffin, a funeral director cannot prevent using a lower-cost casket/coffin that advertises in a different section or listing for viewing (before cremation) or burial purposes. Refer to cremation casket/coffin if the intended purpose is to cremate the remains afterward.
  - When considering using a rental casket/coffin for viewing purposes, consider the overall cost compared to buying a casket/coffin. The general rule of thumb is that a rental casket/coffin should cost 1/8 the price of the intended casket/coffin that the Principal/Agent would have purchased, or $300 per day multiplied by the number of days in use.

Principal: ________

- **Outer Burial Container**: This is a "vault" or "grave-liners" and can be as expensive as the casket/coffin. Some outer burial containers advertise protective features to prevent groundwater, dirt, or debris from entering the casket/coffin. Reality proves otherwise since the outer burial container serves little purpose, and there is no scientific evidence to support these statements. Vaults, in particular, have risen to the surface due to significant flooding; furthermore, it does not prevent decomposition from occurring. From the perspective of the cemetery/memorial park, a vault or grave-liner keeps the ground from settling after burial to allow easy mowing and maintenance.
  - If the Principal/Agent is on a budget, consider a grave-liner (a container with the same functionality) or a polypropylene "bell cover," which is easier to install.
  - If the Principal/Agent plans to buy a third-party outer burial container, the Principal/Agent may have difficulties. Most vault companies refuse to sell directly to the Consumer or to a retailer that sells to Consumers. If the Principal/Agent has to resort to buying from a Funeral Home, the director can insist that the Principal/Agent pay for their unwanted services.
  - Some states will allow the Consumer to refuse a vault base on religious grounds. However, some cemeteries/memorial parks may not acknowledge the Principal/Agent rights and still require an Outer Burial Container. Thus, the Principal/Agent should contact the cemeteries/memorial parks of interest regarding their policies and rules for internment. Most cemeteries/memorial parks are within their rights to charge a reasonable fee paid for in advance for additional ground maintenance if the Principal/Agent chooses to forgo an outer burial container,
- **Little Vaults for Urns**: This is an outer container in which a box of cremated remains rests within the burial plot**.** Personally, this is a racket in order for the cemeteries/memorial parks to make more money for no consideration in exchange. Thus, the Principal/Agent should contact the cemeteries/memorial parks of interest regarding their policies and rules for internment.
  - If the Principal/Agent purchases a metal urn that will not rust or crush the cremated remains, then there is no reason that a cemetery/memorial park can give why a little vault would be required. However, if the cemetery/memorial park still refuses to bury the said urn, the Principal/Agent may have to seek legal action.
  - Even though the Principal/Agent is allowed to purchase a third-party vault to reduce funeral expenses, beware of bogus charges to make up for lost profits such as "Inspection Fee," "Installment Fee," or "Opening and Closing Fee."
  - Some states do restrict who can sell a vault. However, cemeteries/memorial parks that sell such vaults may not prevent the Principal/Agent from purchasing their own.
  - It is worth noting that no state law requires a little vault for an urn as a condition for burying cremated remains.
- **Monuments**: This may include, but are not limited to, the following: Head Stones, Tombstones, Gravestones, Flat Lying Maker, Memorial, Cenotaph, Church Monument, Mausoleum, Burial Vaults, and Crypts. Please note that it violates the Sherman Anti-Trust Act for cemeteries/memorial parks to refuse to accept monuments bought from an outside dealer. A cemetery/memorial park is within its rights to restrict what types of monuments are permissible. Thus, the Principal/Agent should contact the cemeteries/memorial parks of interest regarding their policies and rules regarding monuments.
  - The Principal/Agent may have to seek legal action if a cemetery/memorial park refuses to accept a third-party monument or has come up with trumped-up fees or bogus policies.
  - Know the cemetery/memorial park rules and regulations regarding monuments before purchasing; this will alleviate issues later.
  - Ensure the Principal/Agent shop around; independent monument companies usually have better prices than a cemetery/memorial park.
  - Have a schematic or drawing of the monument with lettering presented to the Principal/Agent for approval before the work begins; this will prevent errors and costly mistakes.

Cemetery / Memorial Park:

- **Cemetery/Memorial Park Restrictions:** A cemetery/memorial park has the right to restrict or define what third-party burial vaults, monuments, and memorials it will allow and whether a grave can have flowers or other remembrances. Thus, the Principal/Agent should contact the cemeteries/memorial parks of interest regarding their policies, rules, and regulations in advance.
  - Always ask for the Policies, Rules, and Regulations concerning the cemetery/memorial park of interest before buying a plot or property. Ensure the Principal/Agent reads the fine print carefully, asks questions, and understands everything before buying.

- If the Principal/Agent needs further information or help, have a License State Attorney review such information before committing to buy. If a cemetery/memorial park refuses to provide the Principal/Agent with the requested information, then avoid doing business with the cemetery/memorial park.
- When the Principal/Agent "purchases a grave" per se, the Principal/Agent usually agrees to the "rights to internment" to a specific piece of property.
- Beware of "Buy Back" clauses; this allows a cemetery/memorial park the right to buy back any graves, usually at any time, with no obligation of obtaining the family's permission regarding the grave, the removal of the body within the grave, and the disposal of the body thereof.

- **Grave (Burial Plot / Property):** Normally the most expensive purchase at a cemetery/memorial park, it pays to shop around for the lowest price if the Principal/Agent is not particular. To buy a grave on the secondary market, suggest starting one's research at **www.finalarrangementsnetwork.com** or **www.gravesolutions.com**.
- **Outer Burial Container**: This is a "vault" or "grave-liners." Most cemetery/memorial parks require the installation of a "grave-liner" at the minimum to keep the ground from settling after burial.
- **Crypt:** Often, though not always, for interment are similar to a burial vault but usually for more general public interment; typically, a space in a mausoleum or other building to hold cremated or whole remains.
- **Mausoleum:** Is an external free-standing building/structure constructed as a monument enclosing the interment space or burial chamber of a deceased person or persons.
  - To prevent putrefaction from occurring to the bodily remains, ensure that the mausoleum is designed and engineered correctly (promotes airflow to dehydrate the body, and the crypt slot is angled backward to drain fluid that can otherwise breach the casket/coffin and run out of the front). Advantageously, the Principal/Agent inspects the mausoleum for any odors/stains on the front of the crypts, floor, or sidewalk before purchase and interment.
  - Avoid purchasing a protective casket/coffin when burial is at a mausoleum since putrefaction will likely occur. Furthermore, any sensible mausoleum operator will prop open any casket/coffin to allow ventilation so the body will dehydrate naturally. If a cemetery/memorial park requires a protective casket/coffin for burial in a mausoleum, the Principal/Agent may want to reevaluate one's options.
  - Consider buying an enclosure bag to zip up around the casket/coffin to prevent bodily fluid from staining the front of the crypt.
- **Columbarium:** It is a structure with niches (small spaces) for placing cremated remains in urns or other approved containers; it may be outdoors or part of a mausoleum.
- **Green Burial:** The concept is to lower the Principal's carbon footprint as much as possible while being environmentally friendly at the same time.
  - If the Principal/Agent is wondering, what is the greenest casket/coffin that money can buy? In a twist of irony, the Principal/Agent does not have to buy a casket/coffin. Let nature takes its course; thus, let the Principal's body decompose in the ground. Consult with the cemetery/memorial park of interest if this is possible or permissible.
  - Cremation is optional; however, it rarely occurs in a Green Burial due to the environmental conservation philosophy. Promession and Alkaline Hydrolysis are alternatives to cremations, which are more environmentally friendly; however, they are not widely available in the United States of America.

Cemetery / Memorial Park Fees:

- **Opening Fee:** A fee to open a gravesite usually entails removing soil for burial/interment purposes or a charge to open a crypt for a mausoleum or columbarium.
- **Closing Fee:** A fee to close a gravesite usually entails filling in the soil for burial/interment purposes or a charge to close a crypt for a mausoleum or columbarium.
- ***Endowment Care Fee:** A fee to take care of the crypt in a mausoleum or columbarium may be included in the purchase price or is usually an additional expense.
- ***Perpetual Care Fee:** A fee to take care of the gravesite may be included in the purchase price or is usually an additional expense.
- ***Maintenance/Grounds Keeping Fee:** A cemetery/memorial park fee utilizes to ensure beautification and public safety.
- **All Fees:** It is best to determine expenses before purchasing said site or services.
- ***Fees:** These fees are usually kept in escrow or within a trust fund (pre-paid or perpetual care fund).

Veteran / Military Information:

- All veterans (honorable discharge) in the United States of America are entitled to a free burial in a national cemetery and a grave marker; this may also extend to civilians who have provided military-related service and some public health service personnel. When buried in a national cemetery, spouses and dependent children are also entitled to a lot and a marker.
- There are no charges for opening or closing a grave, vault, or grave-liner or setting the marker in a national cemetery.
- The family usually is responsible for expenses relating to the funeral home, casket/coffin, transportation, embalming, viewing, and any other ceremonies held at the funeral home.
- If there is no national cemetery in the State for the Principal, inquire about veteran's cemeteries that the State may have available. Expect to pay something (odds are it will not be free) at a veteran's cemetery; however, it will probably be a significant saving versus other alternatives. Eligibility requirements and additional details may vary; contact the State VA for more information.
    - Beware of so-called "Veterans' Specials" offered by commercial cemeteries/memorial parks. A typical offer includes a free plot for the veteran; however, it charges exorbitant rates for an adjoining plot for the spouse, with a high fee for opening and closing each grave. Tabulate the bottom-line cost before deciding if such a special is advantageous.
- For more information, access the Department of Veterans Affairs website at **http://www.cem.va.gov/** or reach a regional Veterans Affairs Office in one's area, call 1-800-827-1000.

Source Information:

- **Federal Trade Commission (FTC) Funeral Rules:** The Federal Trade Commission (FTC) has a list of rules for the Funeral Industry; these rules are accessible at **https://www.consumer.ftc.gov/articles/0300-ftc-funeral-rule.**
- **Nonprofit Organizations:** The following websites have a treasure trove of updated state information**:** Funeral Consumer Alliance (FCA) **https://www.funerals.org** and Funeral Ethics Organization (FEO**)** **http://www.funeralethics.org**.
- For additional information regarding planning for the Principal funeral, suggests reading the following book by Joshua Slocum and Lisa Carlson: **Final Rights: Reclaiming the American Way of Death**, ISBN-13: **978-0942679342** or ISBN-10: **0942679342**. The website for this book is as follows: **http://finalrights.org**.
- The Principal / Agent can purchase the book(s) as mentioned earlier relatively cheap in used condition by using this website: **www.dealoz.com**, which searches over **20,000** online stores to find the best deal possible.

Principal: ________

Source Information

Photo

"Children walk in
hand for peace
world war 1"

Willequet Manuel

Jan 05, 2015

Photo ID: 242565022

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Wood Engraving

Black & White

Edmé Bouchardon

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Graphic Art

Star of Life
Blue Version

Rod of Asclepius,
with Snake around it

Philippe Verdy

2006

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Graphic Art

Paquette
Publications

Logo by

Paul M. Paquette

2018

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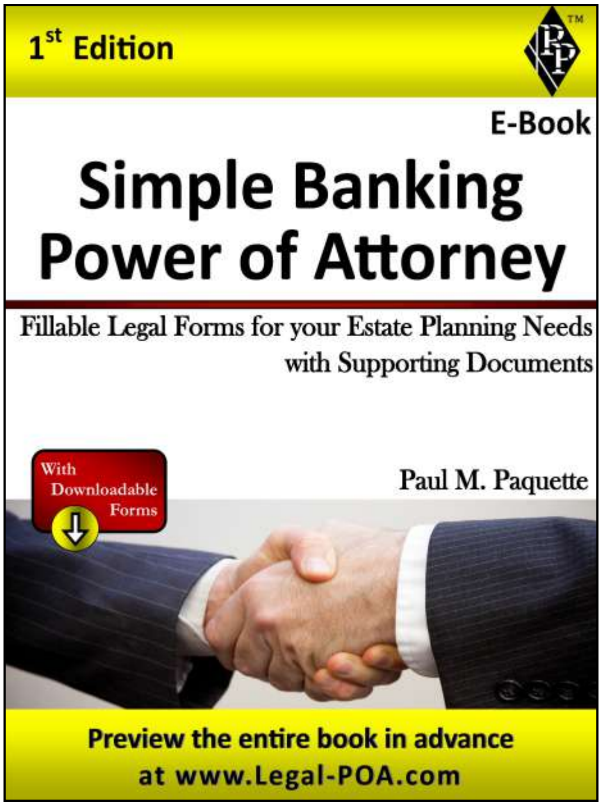


Simple Banking Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Banking activities and perform limited Financial Activities.

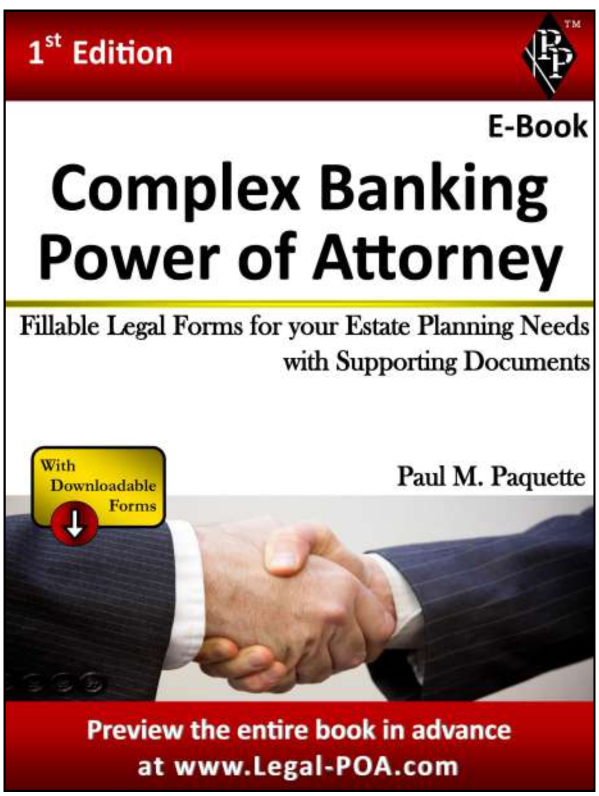
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex Banking Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Banking activities and perform limited Financial Activities.

Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

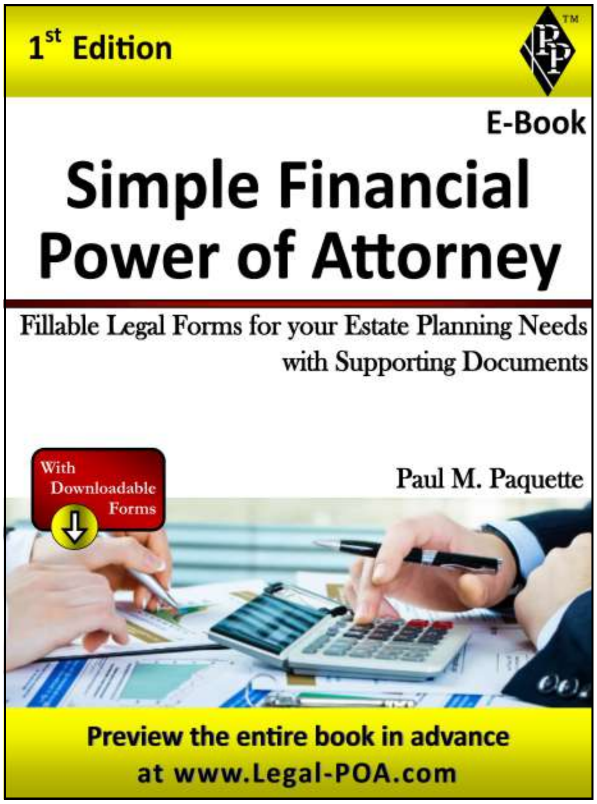
Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

www.Legal-POA.com

Also Available



Simple Financial Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Financial activities and perform Financial transactions.

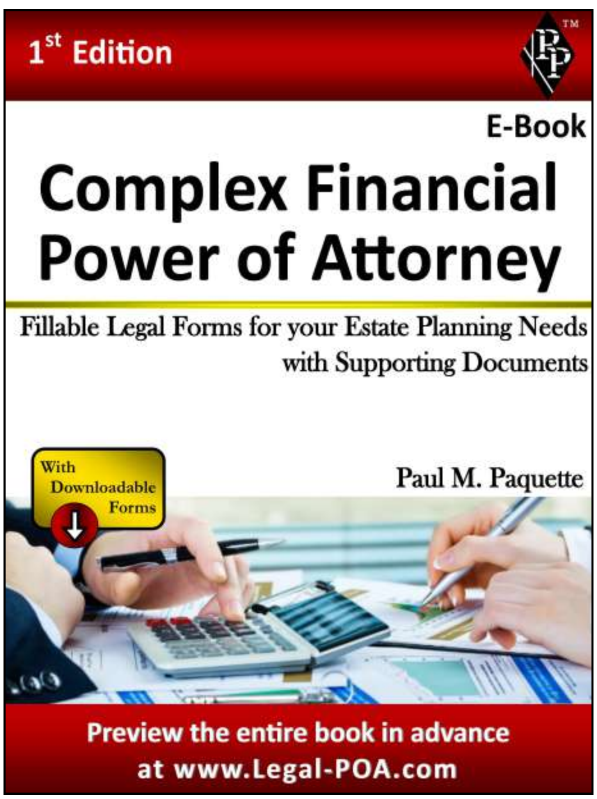
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex Financial Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle Financial activities and perform Financial Activities.

Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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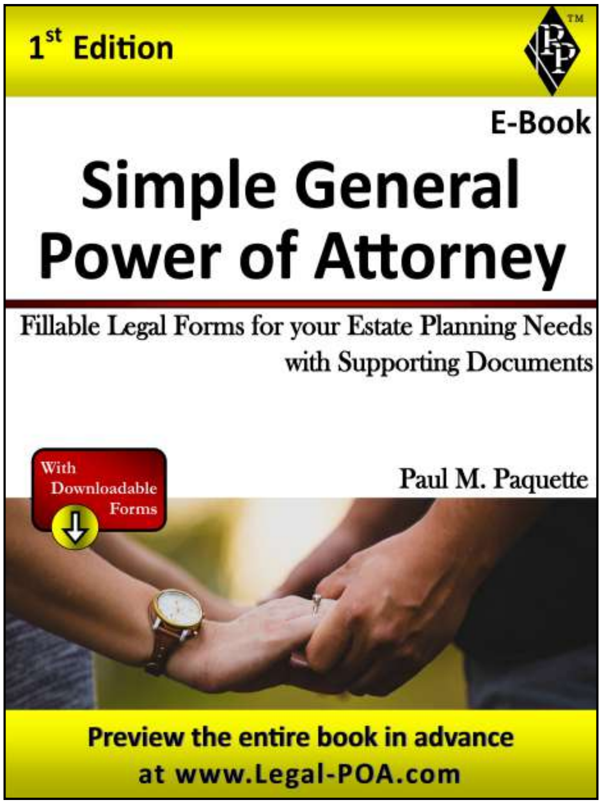


Simple General Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to have broad and sweeping powers regarding the Principal's property and affairs.

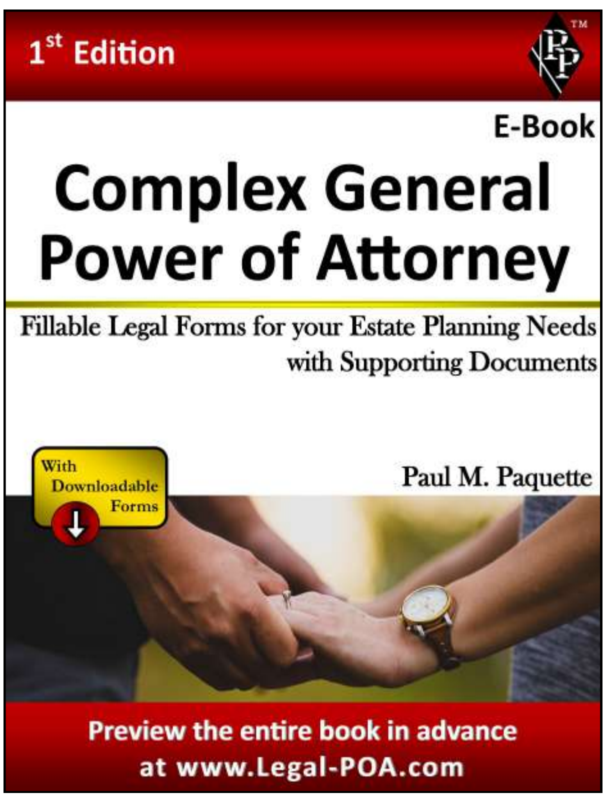
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex General Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to have broad and sweeping powers regarding the Principal's property and affairs.

Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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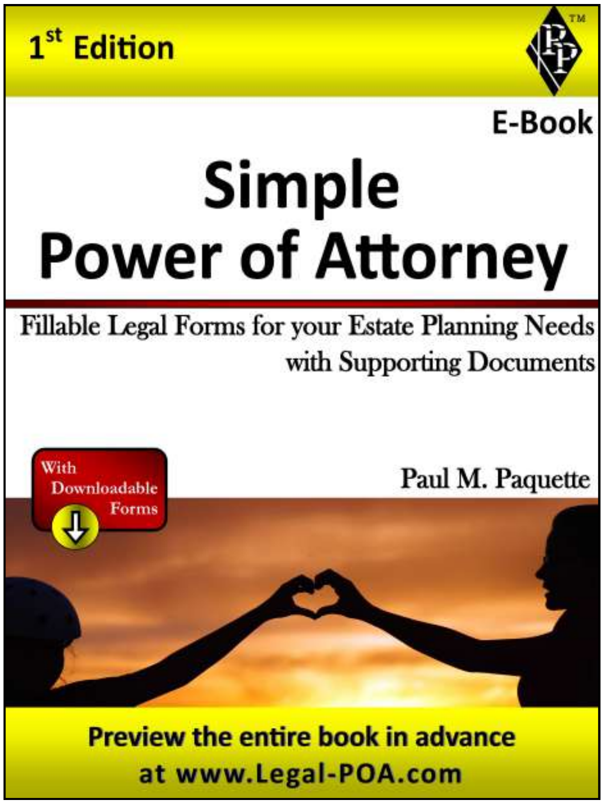


Simple
Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with limited powers (written by the Principal) and abilities regarding the Principal's property and affairs.

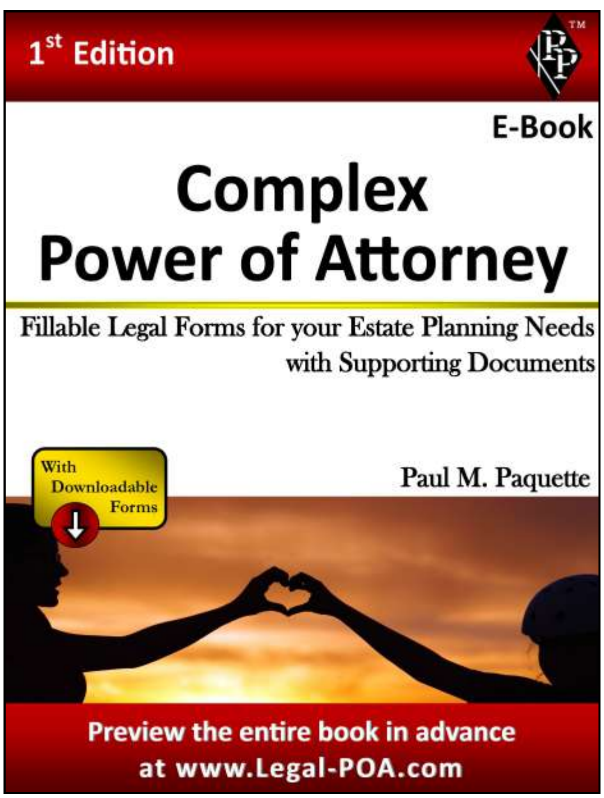
Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.



Complex
Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with limited powers (written by the Principal) and abilities regarding the Principal's property and affairs.

Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers

Optional:

- Durability Provisions
- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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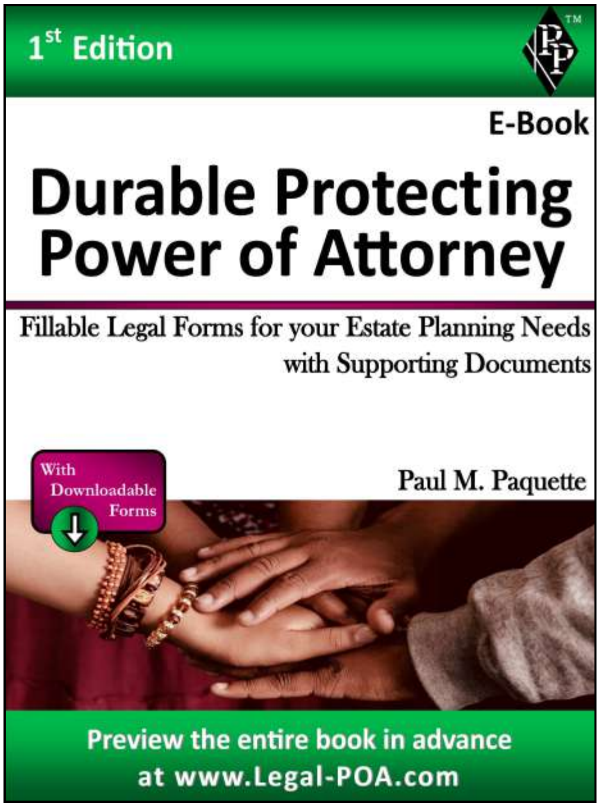


Durable Protecting Power of Attorney

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power to act in an administrative capacity, intervene when the subservient Agent violates their fiduciary duties, and ensure transparency. Thus, the Agent serves as a "Protector" of the Principal's interest and property.

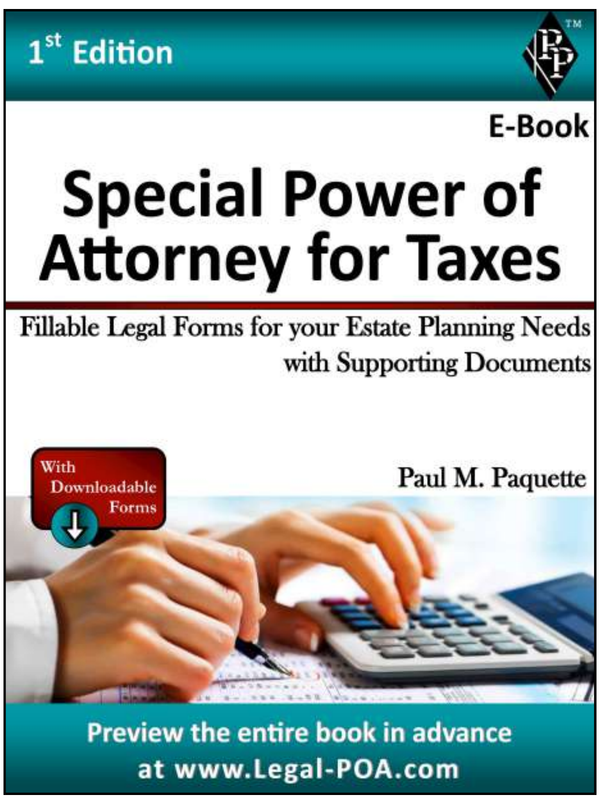
Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions

Optional:

- Springing Powers
- Agent Co-Power Sharing
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.



Special Power of Attorney for Taxes

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, with the power and abilities to handle Taxation Matters.

Key Details:

- Names only one Agent
- Effective Immediately
- Define Expiration Date
- Built-In Safety Features

Optional:

- Durability Provisions

Design for short-term (less than five years) use with an Agent whose honor is beyond reproach and doubt.

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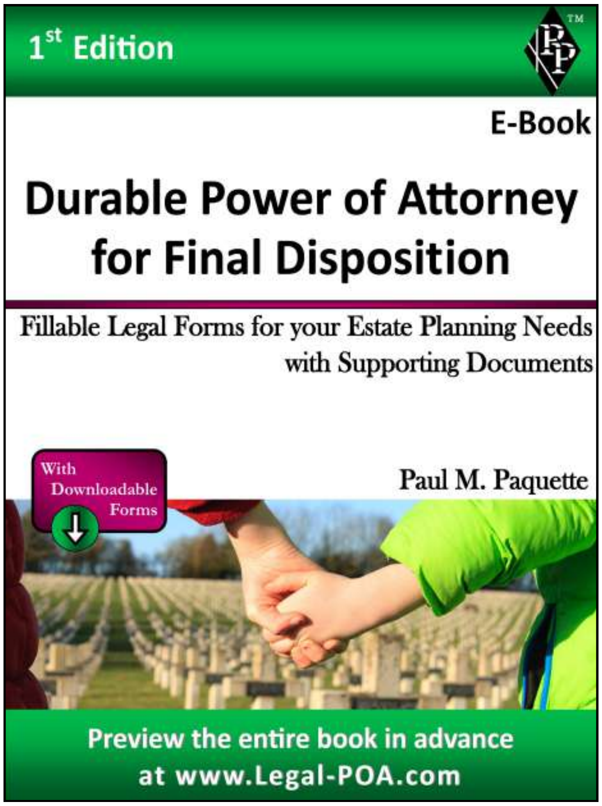
Also Available



Durable Power of Attorney for Final Disposition

is a legal document that allows you, the Principal, to appoint a person you trust, the Agent, to handle the Principal's last wishes and preferences regarding Final Disposition (Funeral & Burial).

Key Details:

- Names multiple Agent with successor's Agent
- Variable Effective Date
- Variable Expiration Date
- Built-In Safety Features
- Sprinkling Powers
- Durability Provisions

Optional:

- Springing Powers
- Agent Co-Power Sharing
- Protector Provisions
- Delegate Provision
- Security Footer Settings

Design for long-term (greater than five years) use, preferably with multiple Agents to reflect the changing realities of life with optional safety features that create additional administrative burdens but with some checks and balances on the Agent's power.

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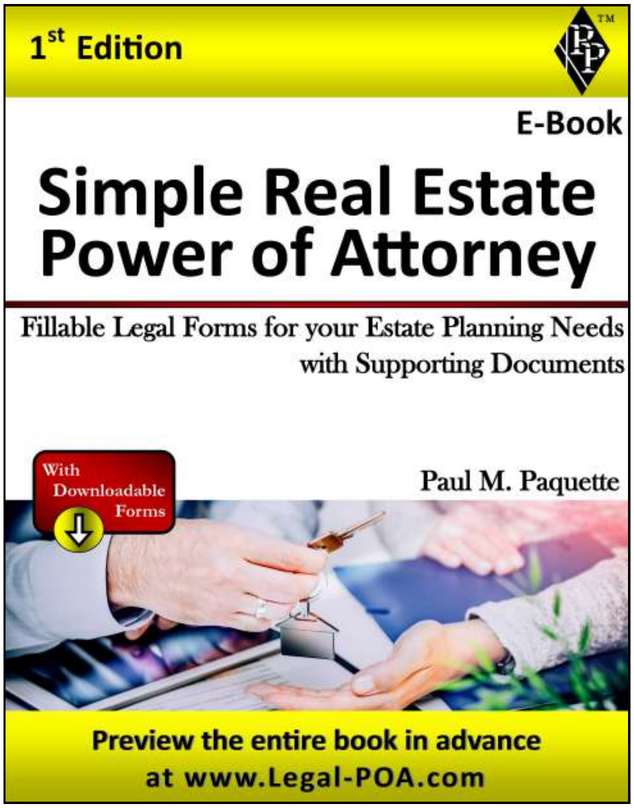
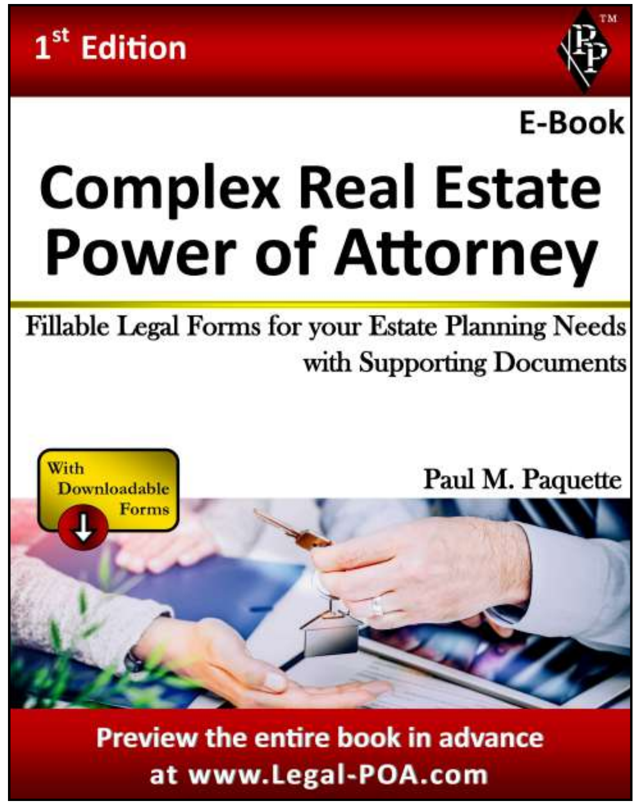
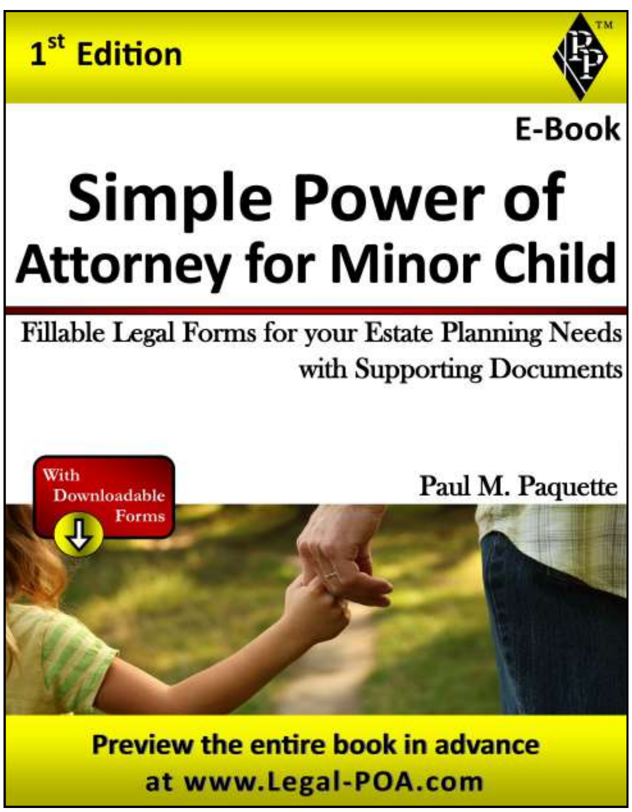
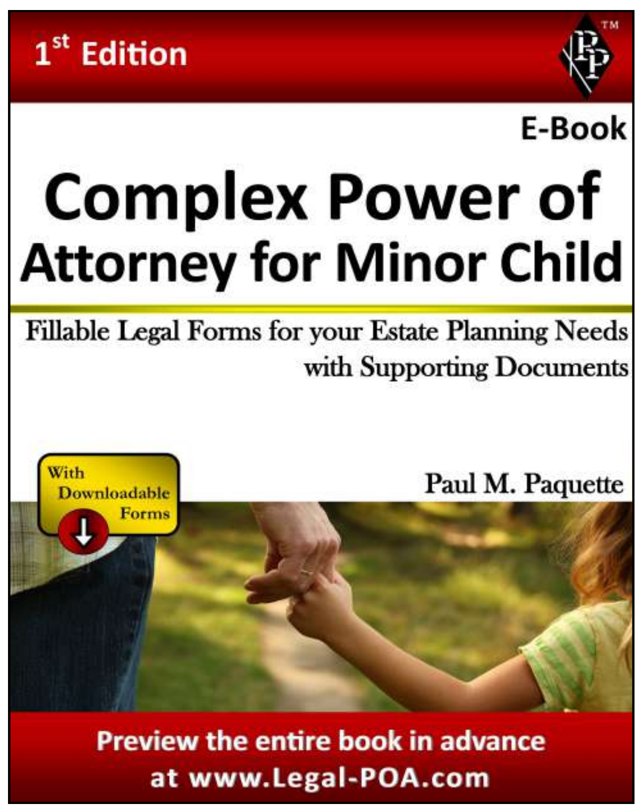
Future Books









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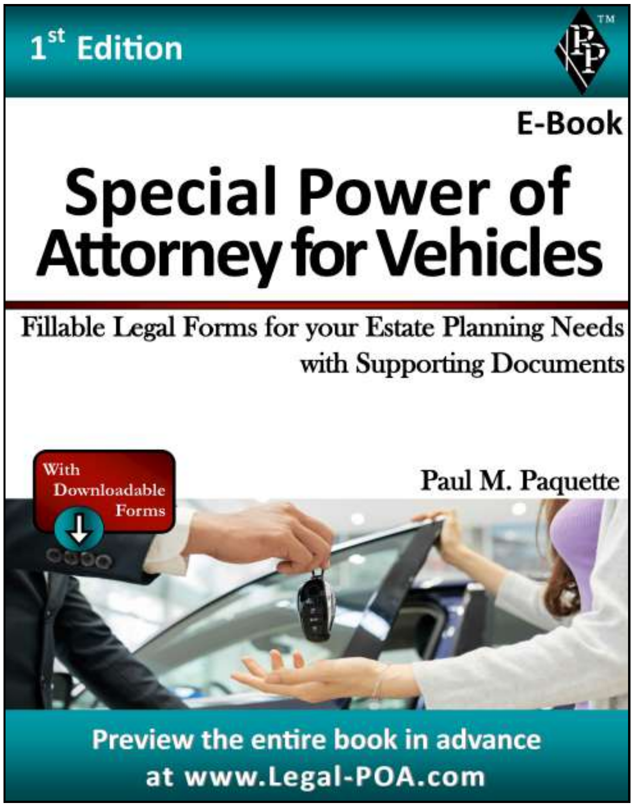

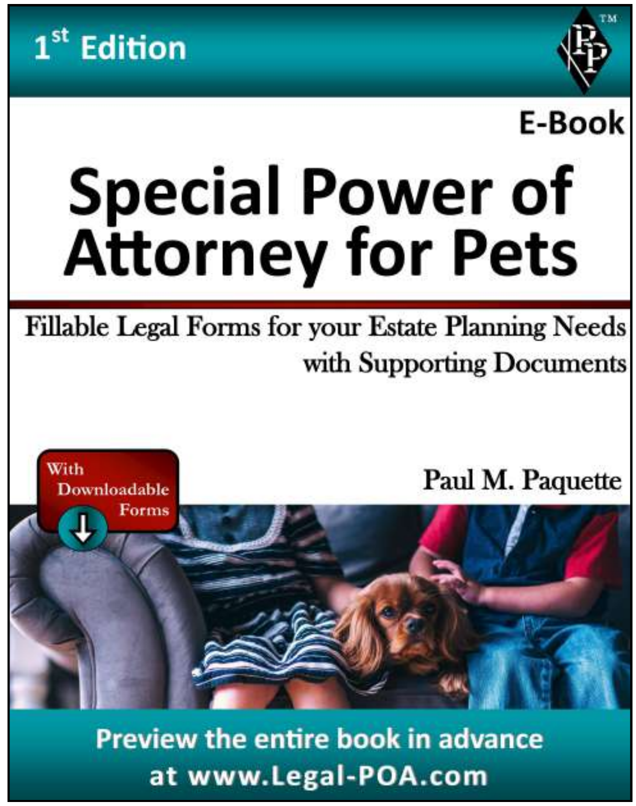

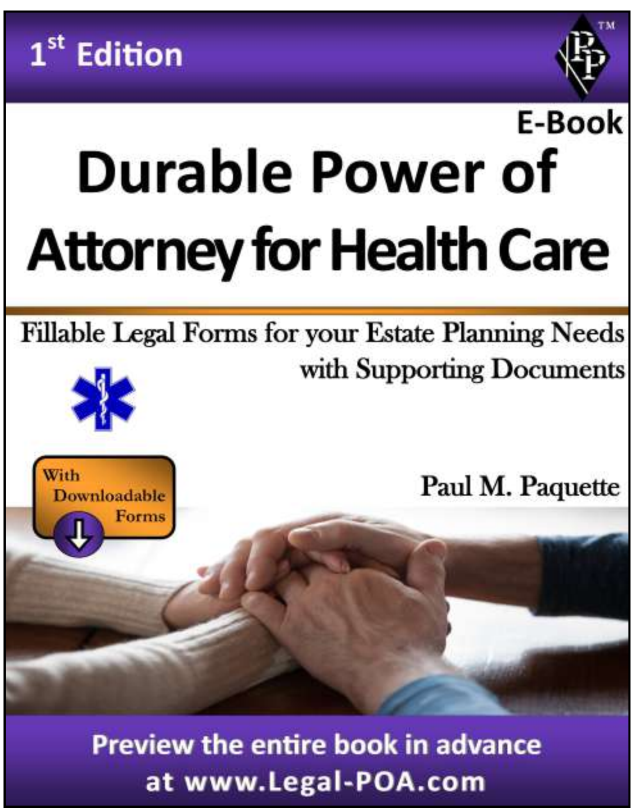

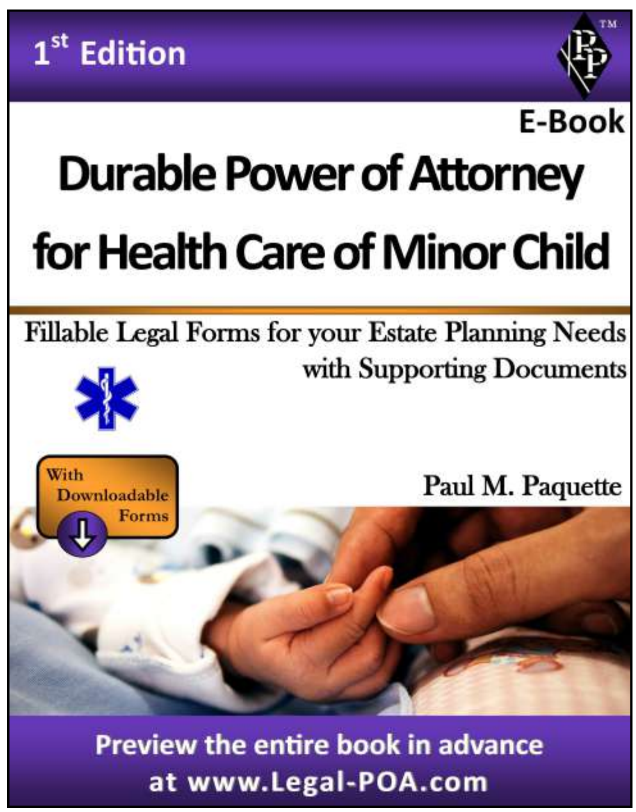

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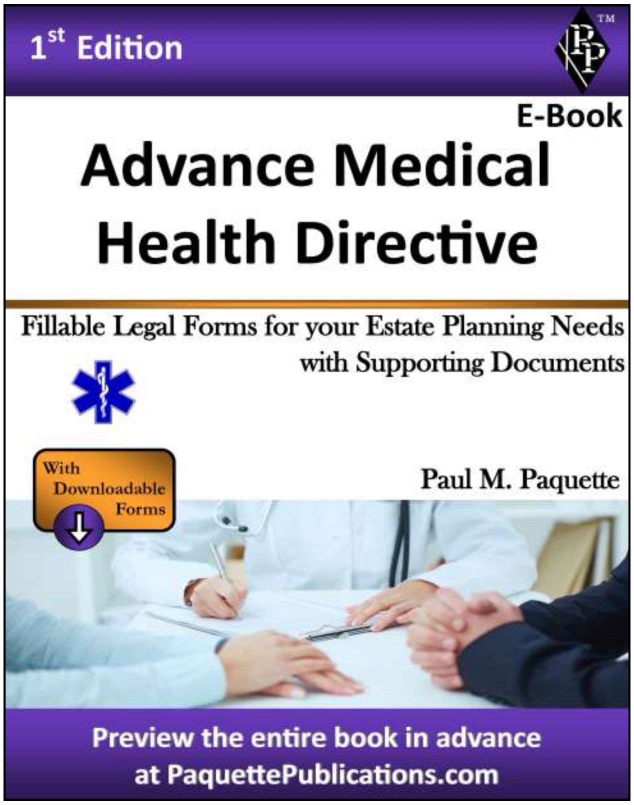

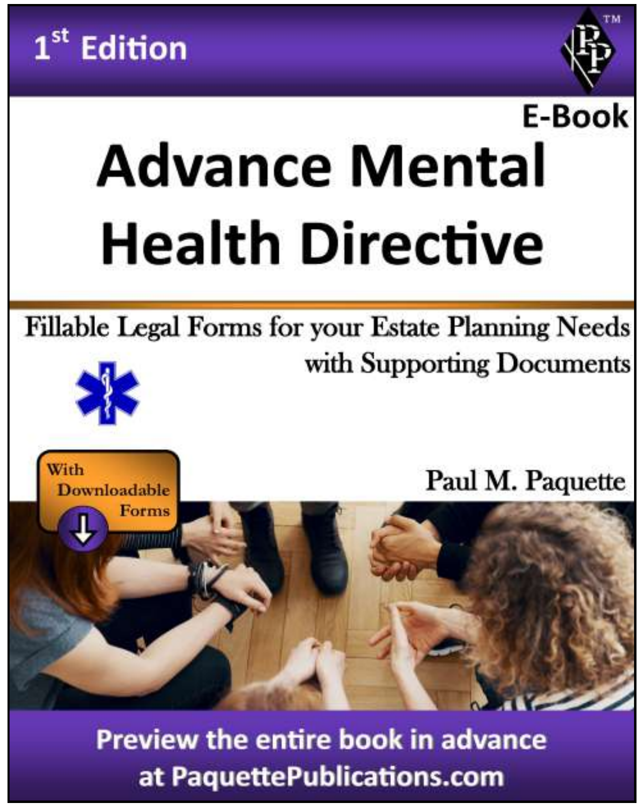

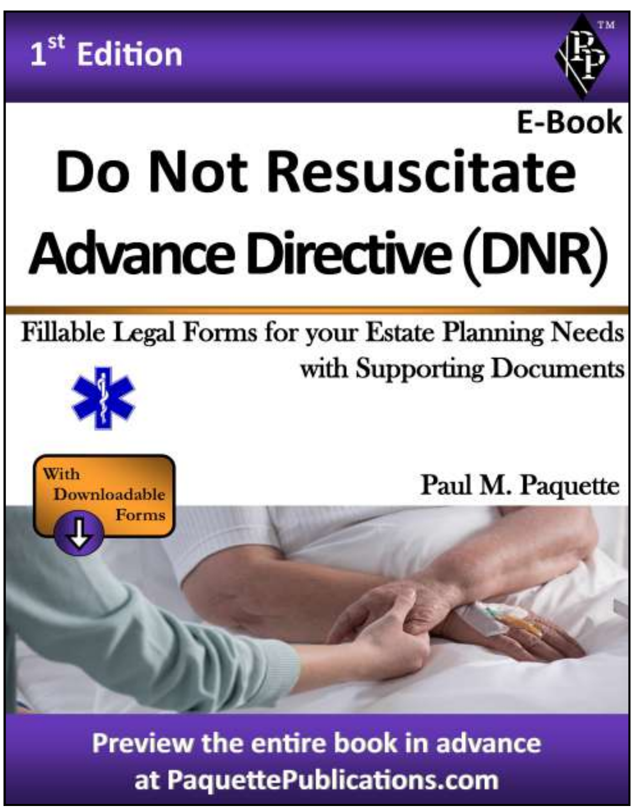

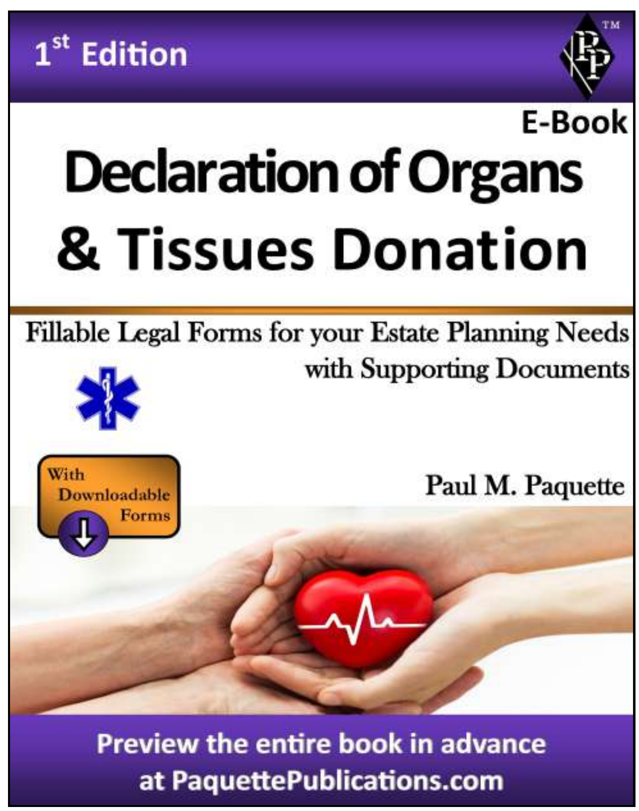

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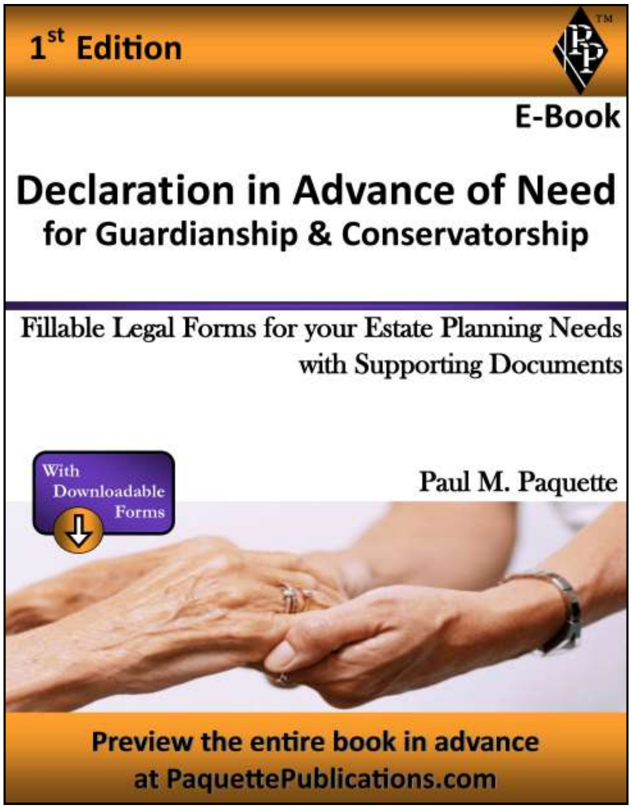

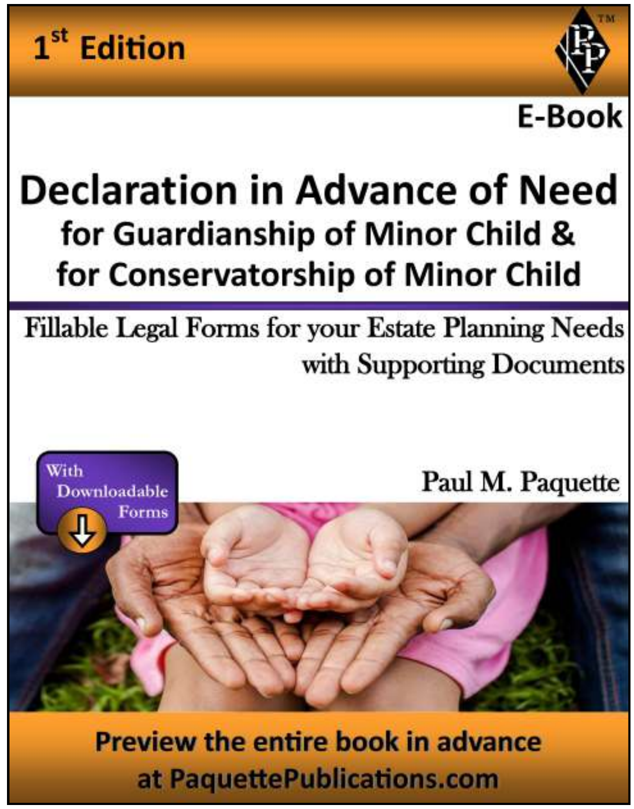

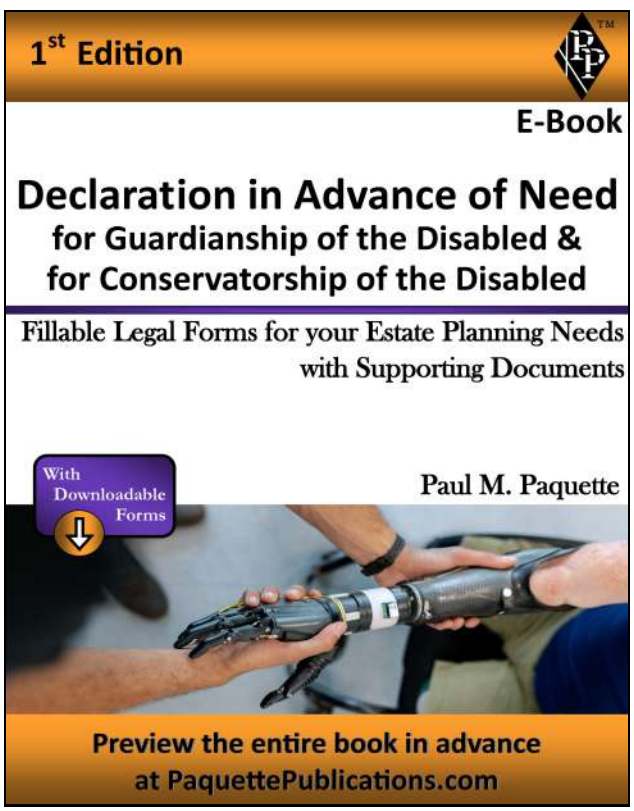

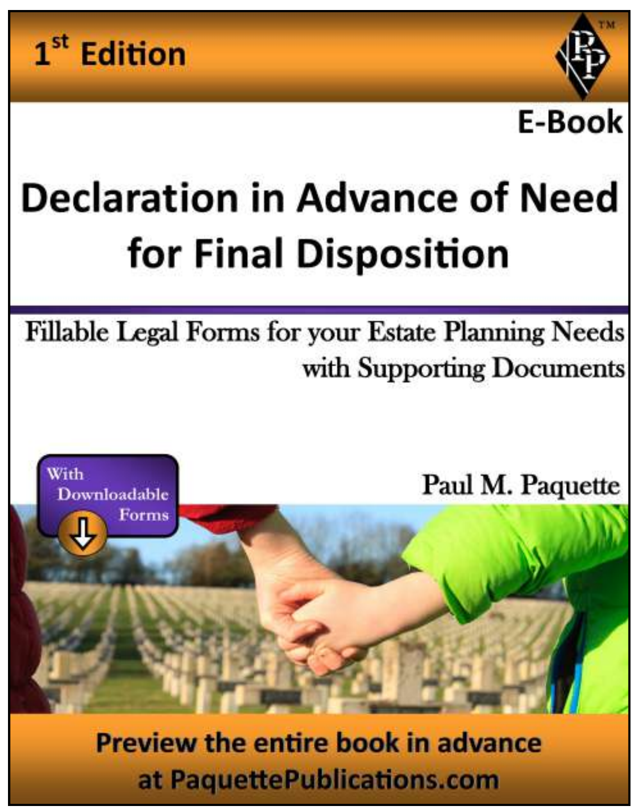

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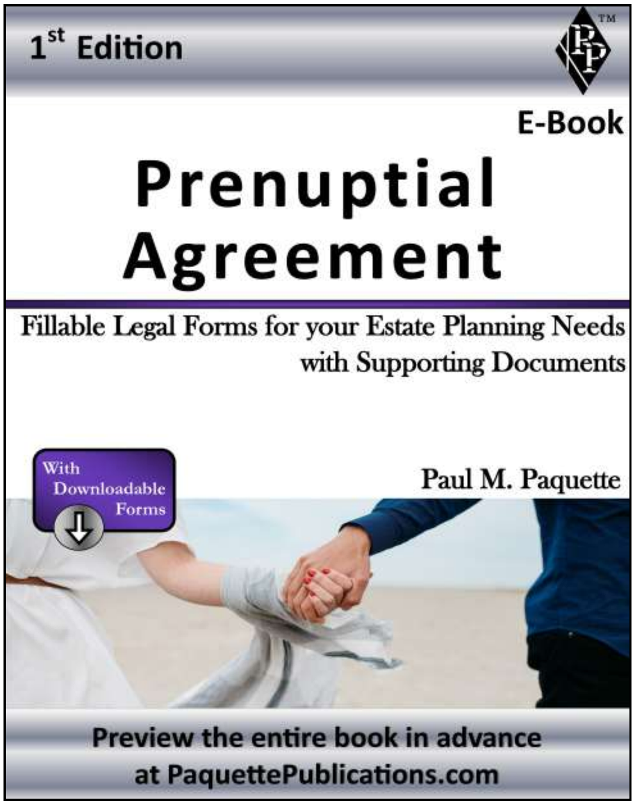

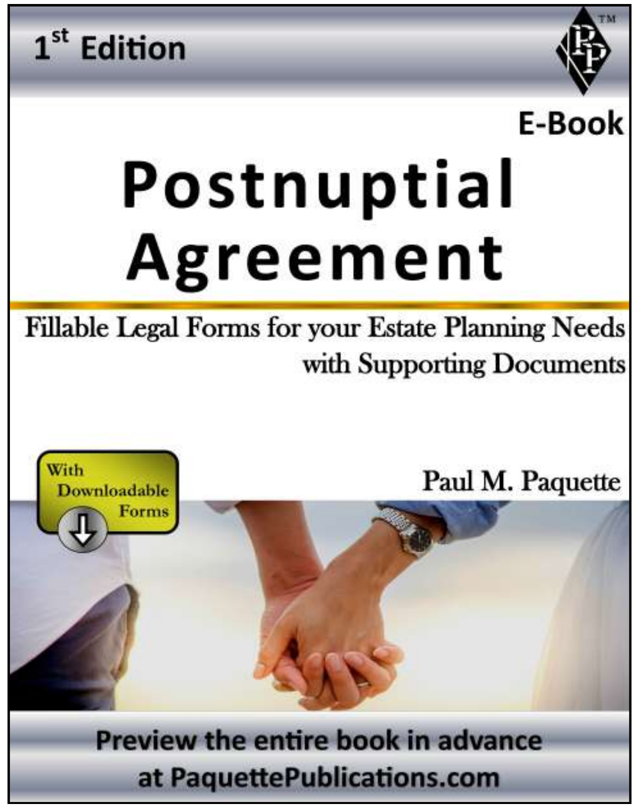

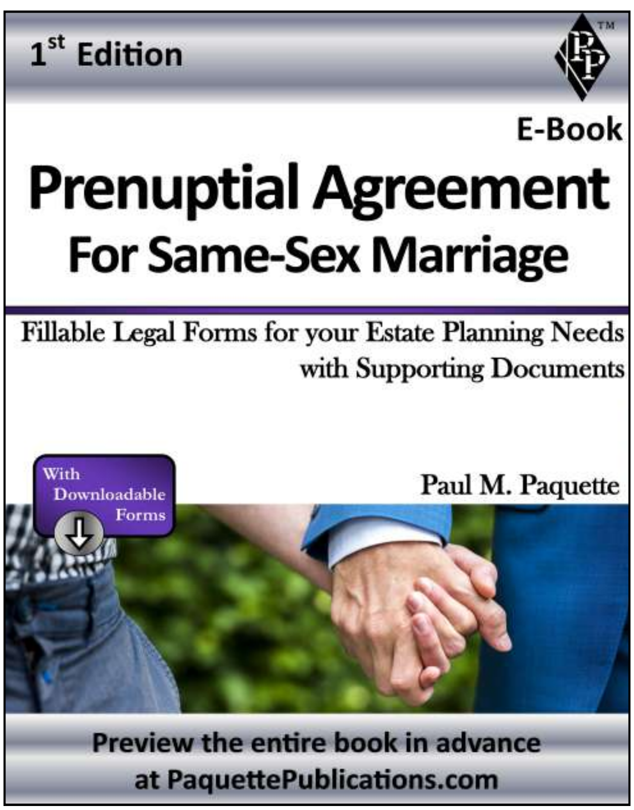

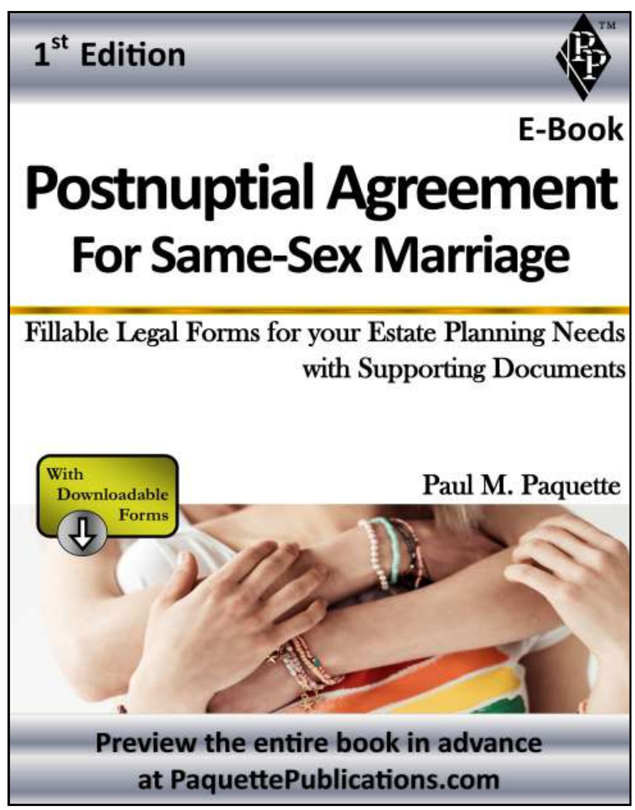

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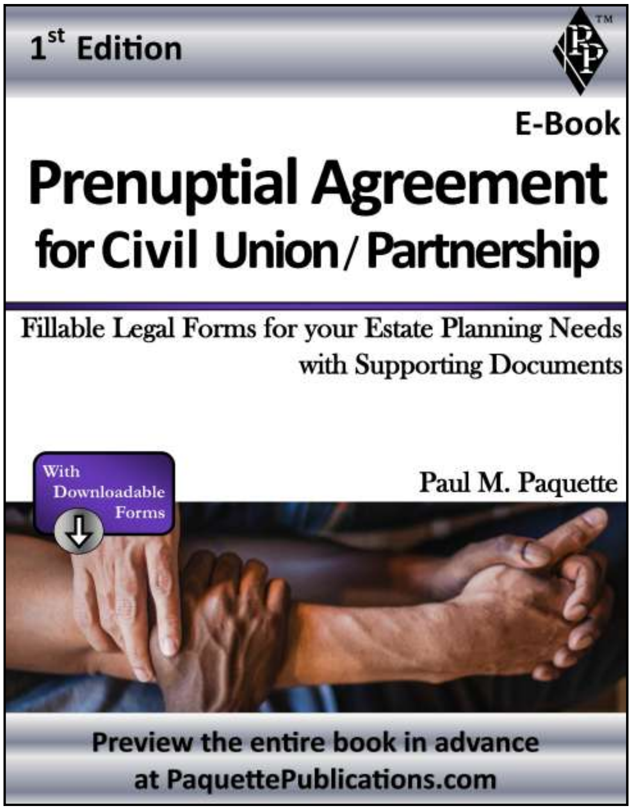

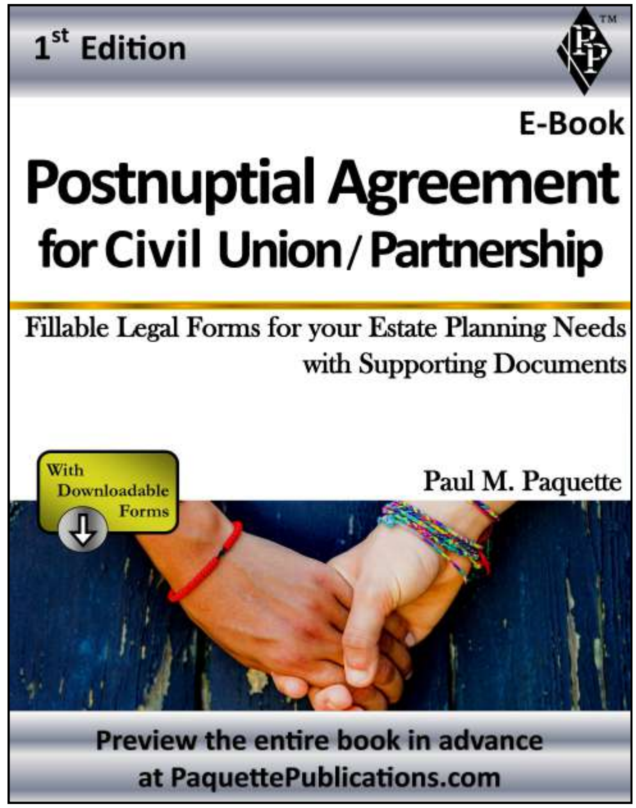

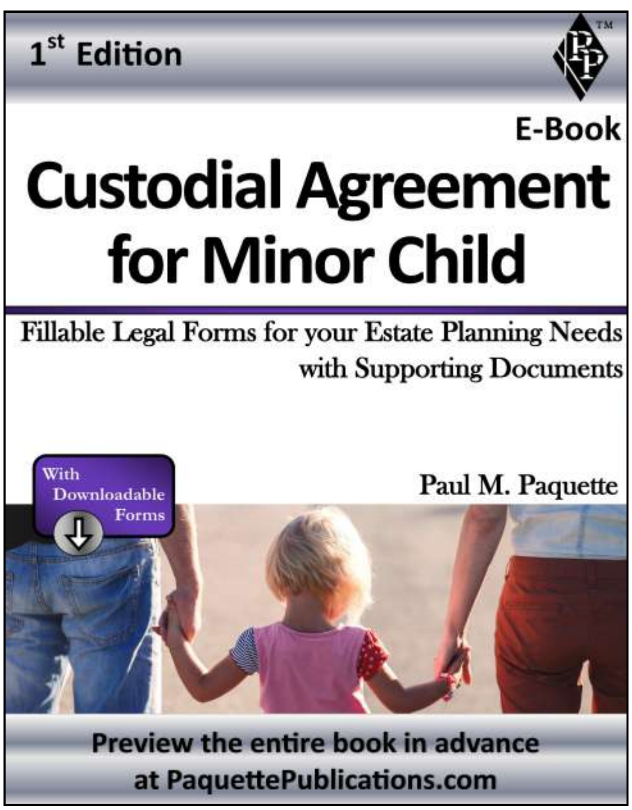

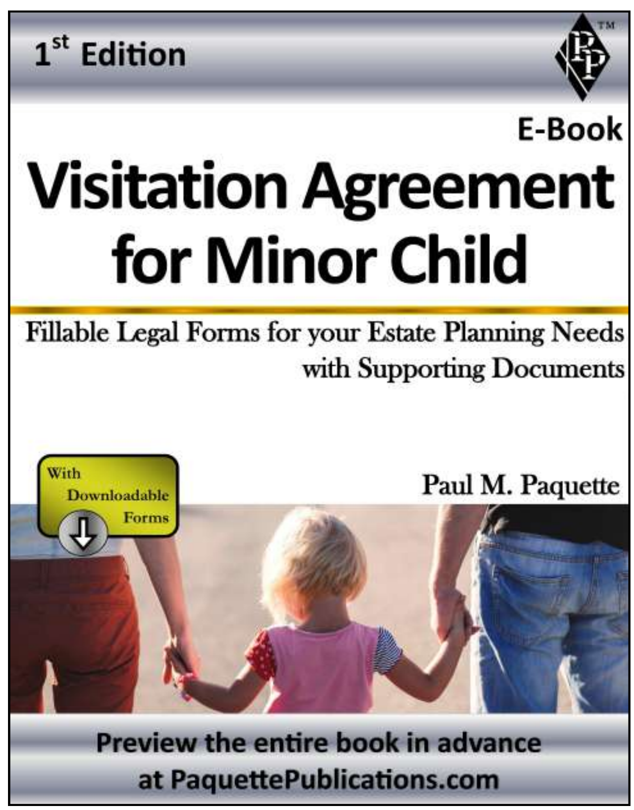

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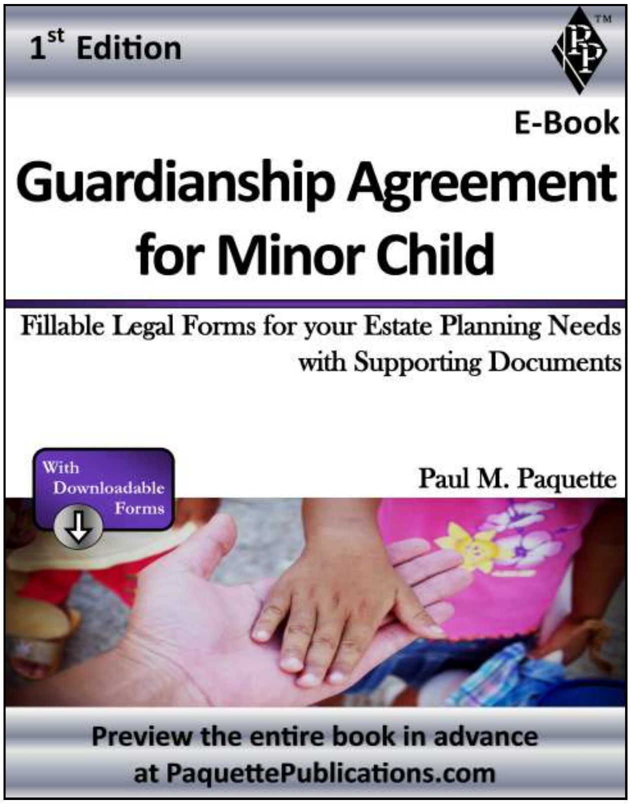

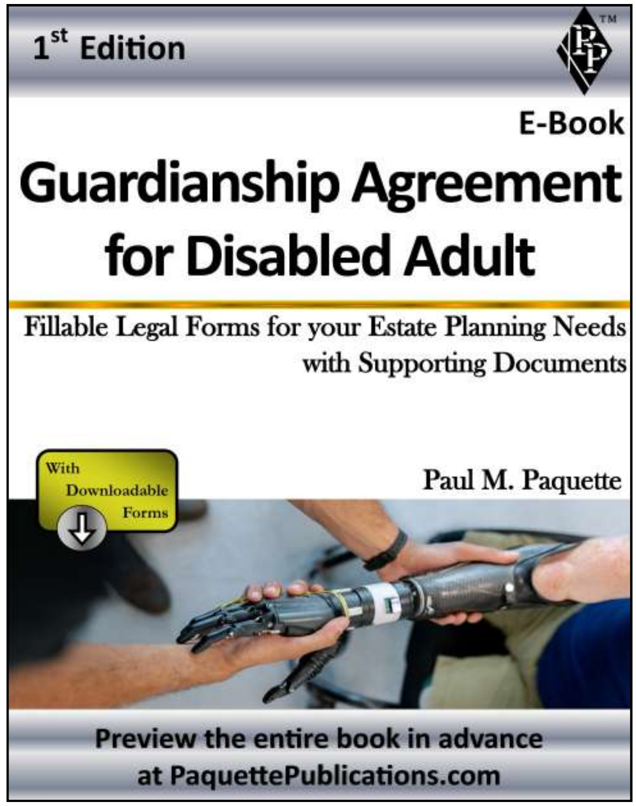

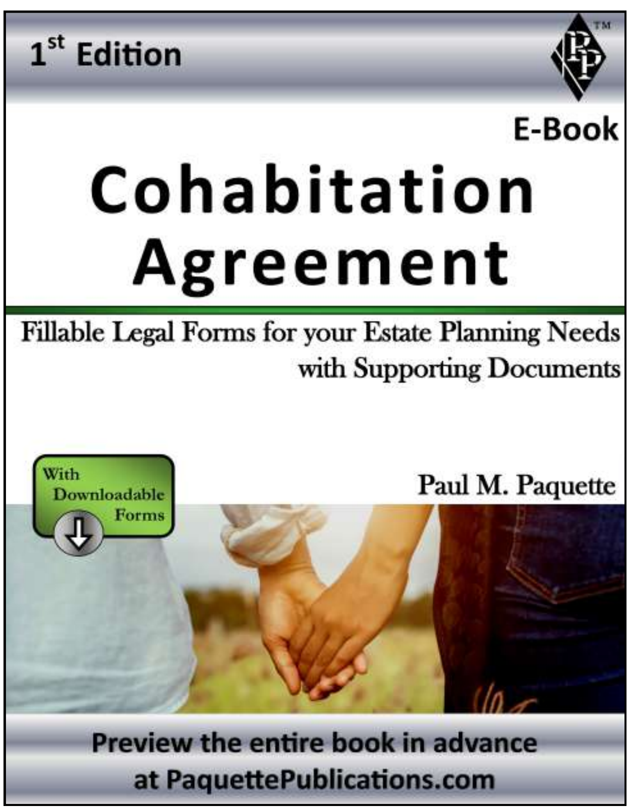

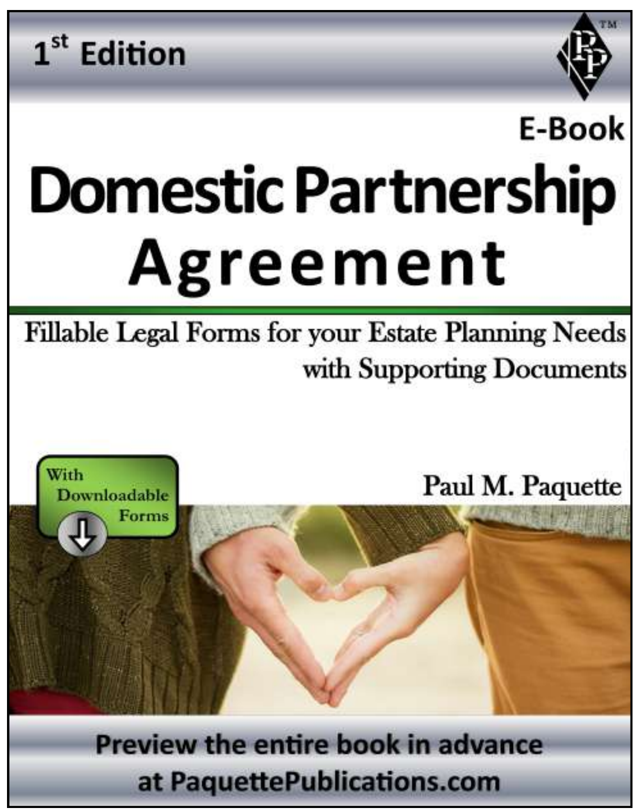

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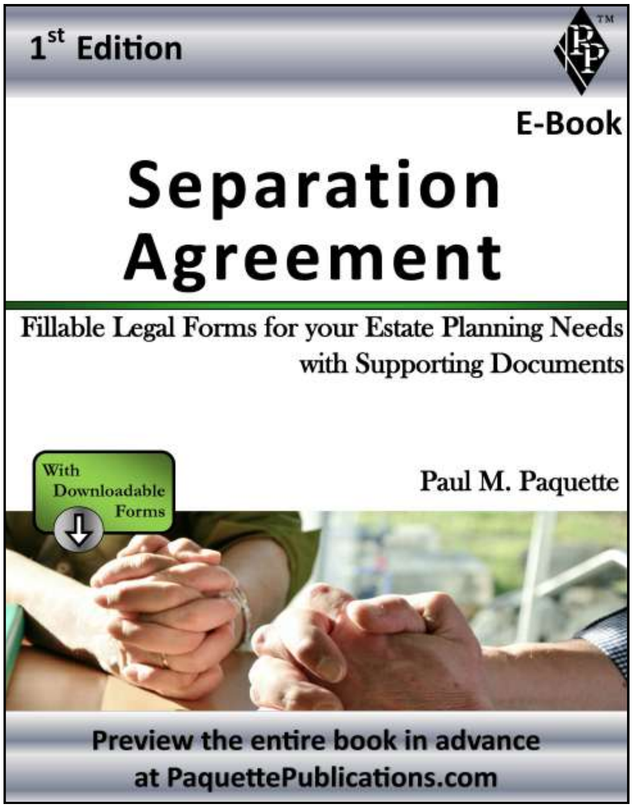

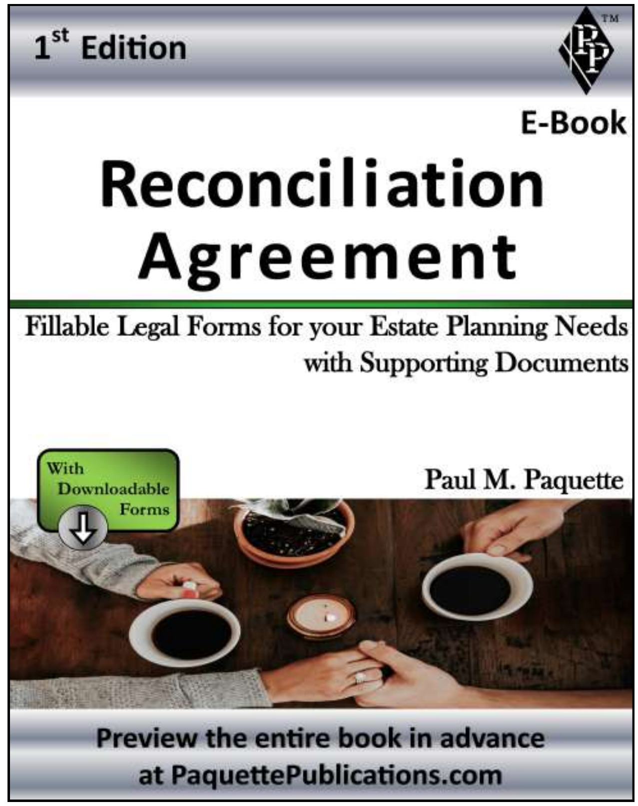

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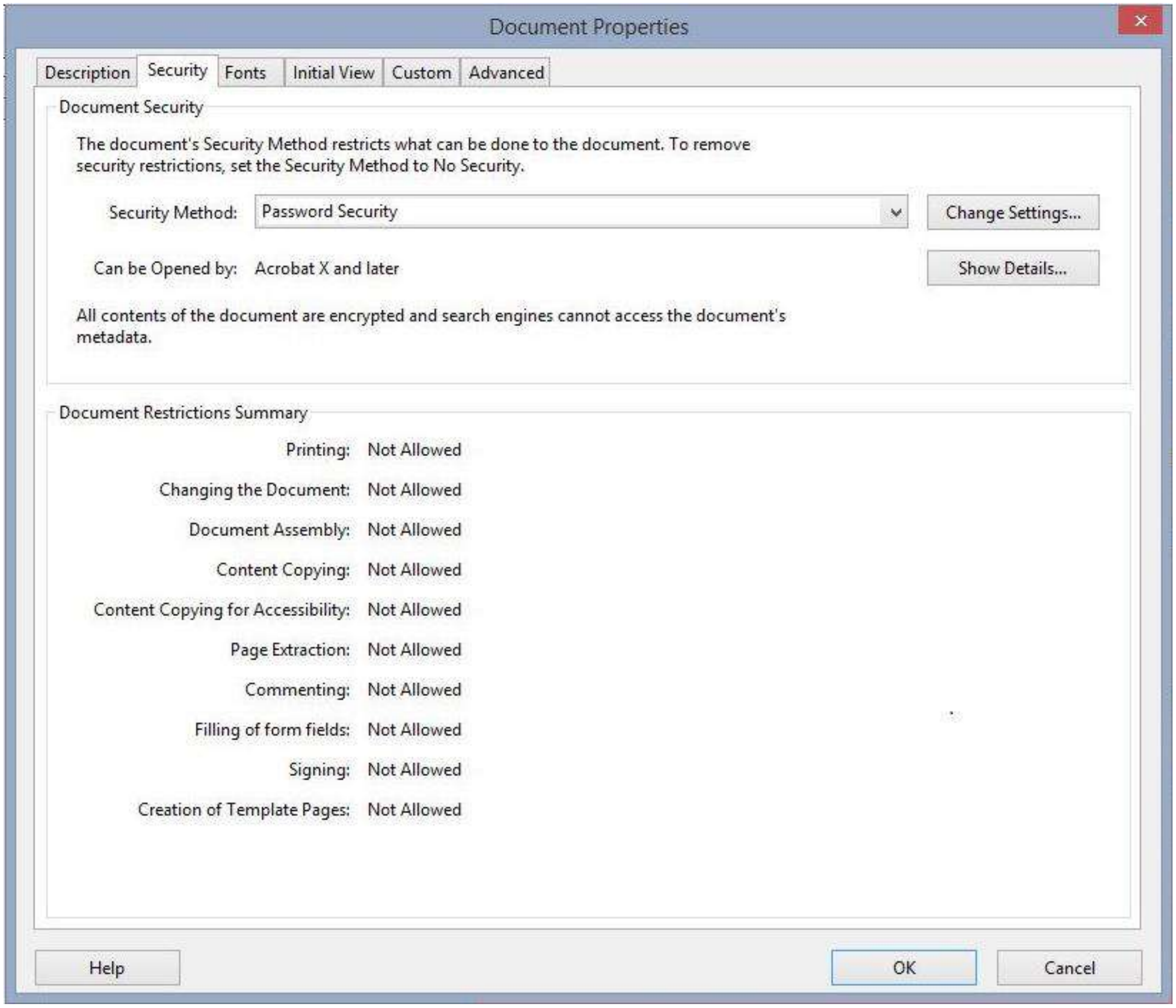

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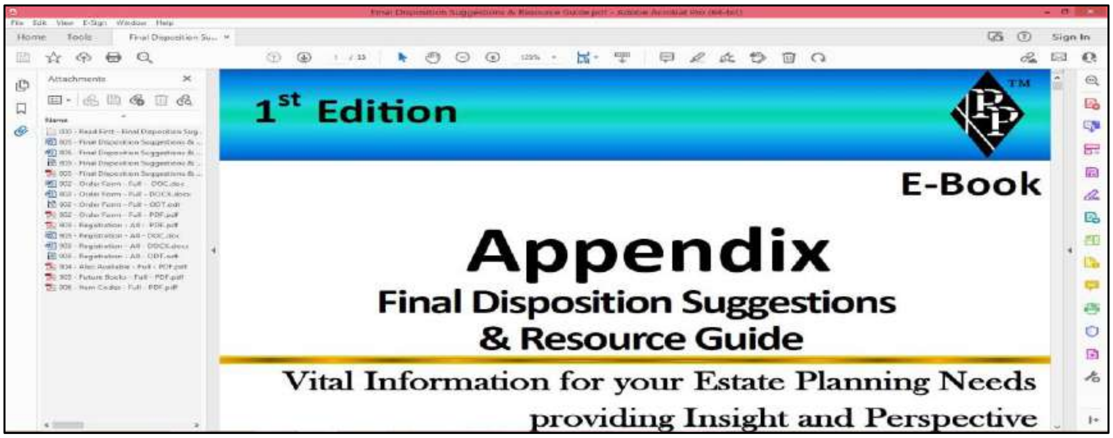

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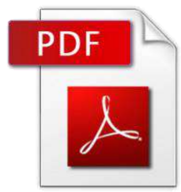

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