**BURIAL RIGHTS SUCCESSOR AFFIDAVIT**

**Acknowledgement and Assignment Designation**

Date:

Purchaser:

 Last Name First Name Middle Name

Address:

 Street City State Zip

Designee:

 Last Name First Name Middle Name

Address:

 Street City State Zip

Location:

 Section Block Lot

**Acknowledgement**

By signing below, I understand that as purchaser by signing the above section, I may designate this Interment Right to be used by a Designee for their burial. This Designee must be either a resident or eligible nonresident of the Cemetery District from which I am purchasing the Interment Right. All fees and charges must be paid prior to any burial being allowed.

By signing below, I acknowledge that I have been informed and understand current District policy that when a burial contract is completed at a grave location and the owner of the lot has deceased, no additional burials may take place in that location; unless, the 2nd burial is for a spouse or registered domestic partner and all fees are paid .

By signing below, I acknowledge that I have been informed and understand my rights as a purchaser of the Burial Rights and have received a copy of the District Rules and Regulations and that the Health and Safety Code §9069.20 and Probate Code §6400 to 6413 state the rights of succession.

I understand I have the right to inter in the above-referenced location in the following manner.

ONE GRAVE MAY CONTAIN:

1. A single casket burial
2. A double depth casket burial
3. A single casket and one cremated remains burial
4. Two cremated remains

 Purchaser Signature for Acknowledgement

**Assignment Designation**

By signing below, I hereby assign and designate these interment rights, subject to the restrictions below, to the following in the order named:

1.

 Last Name First Name Middle initial

 Identification Number Identification Type

1.

 Last Name First Name Middle Initial

 Identification Number Identification Type

1.

 Last Name First Name Middle Initial

 Identification Number Identification Type

1.

 Last Name First Name Middle Initial

 Identification Number Identification Type

1.

 Last Name First Name Middle Initial

 Identification Number Identification Type

I further acknowledge and understand that this assignment for the Interment Rights purchased above does not assign new ownership unless I am no longer competent to control my own affairs. These Interment Rights will pass in the order that I have selected to the names above and this order will stay in effect until I have changed and filed a new designation with the Kern County Cemetery District.

 Purchaser Signature for Assignment Designation

PUBLIC CEMETERY DISTRICT NO.1 OF KERN COUNTY

INTERMENT ORDER

 Order No:

The Public Cemetery District No.1 of Kern County is hereby authorized and instructed, subject to District rules and regulation, to inter the remains of:

 First Name Middle Name Last Name

Last residing at:

in: in: Section Block Lot

 CEMETERY

in a: furnished by:

 CONTAINER TYPE

Funeral Home:

Time of Funeral: Day: Date:

 TIME DAY DATE

Place of Funeral:

 TYPE of SERVICE

I hereby certify that I am the of the above named decedent and this is your authority to make disposition of the remains of said decedent as above indicated. I hereby certify and represent under penalty of perjury, that all the above stated information is true and correct. I have the right to make the authorization and the decedent is eligible of burial in a cemetery of the Public Cemetery District No.1 of Kern County; under provisions of the California Health and Safety Code. Also, I agree to hold the Public Cemetery District No.1 of Kern County harmless from liability from account of said authorization and interment.

*I certify and represent under perjury that I have exerted all reasonable efforts to find others who may have an equal or higher claim to use said Interment Right and I am not aware, to the best of my knowledge, of any opposition to this use of these Interment Rights according to laws of intestate succession as set forth in Section 6400 to 6413, inclusive of the California Probate Code. I understand that a second burial will not be allowed in this grave without the consent of the original purchaser unless the burial has been contracted for in advance of the first burial.*

Signature

Name:

Street:

City: State: Zip:

Phone: Cell Phone:

PUBLIC CEMETERY DISTRICT NO.1 OF KERN COUNTY

RELEASE OF INTEREST IN PLOT

 Order No:

That I:

 *NAME of OWNER or HEIR*

Residing at: in the City of:  and the State of: do hereby release and forever quitclaim all right, title, use, trust, claim and demands whatsoever; both in law and in equity which I may have had in SECTION: BLOCK: LOT: in the State of California, so that I, nor my heirs of assigns shall hereinafter have a claim, challenge, or demand any right, interest or title whatsoever in the lot.

*As owner or heir of these stated Interment Rights, I hereby declare under penalty of perjury all of the following:*

* *I am entitled to succeed to the interment right pursuant to having been designated by the owner of record.*
* *I have exerted all reasonable efforts to find other persons who may have an equal or higher claim to succeed to the interment right.*
* *I am not aware, to the best of my knowledge, of any opposition to this use of these Interment Rights according to laws of intestate succession as set forth in Section 6400 to 6413, inclusive of the California Probate Code.*

*To Name:*

 *NAME of TRANSFEREE*

 *Address:*

 *ADDRESS of TRANSFEREE*

I further declare that the above named recipient is:

 The PUBLIC CEMETERY DISTRICT NO.1 of KERN COUNTY

 A member of my immediate family

 A resident or taxpayer within the Public Cemetery District No.1 of Kern County boundaries

IN WITNESS WHEREOF; I have hereunto set my hand and seal on this the day:

 DATE

 Signed:

(Notarial Acknowledgement) Witness:

PUBLIC CEMETERY DISTRICT’S

RIGHTS TO SUCCESSION OF OWNERSHIP

As referenced in Health and Safety Code §9069.25 and Probate Code §6400 to 6413

Decedent or Owner on Record

Decedent’s Agent under POA for Health Care

Decedent’s Spouse or Registered Domestic Partner

Decedent’s Child/Children

Decedent’s Parent/Parents

Decedent’s Sibling/Siblings

Decedent’s Grandparent/Grandparents

Decedent’s Uncle’s or Aunt’s

Predeceased Spouse Children – (decedent’s step children)

All other surviving next of kin in the order of claim through nearest ancestor

Predeceased Spouse Parents

Surviving issue of Parents of Predeceased Spouse – (brother’s and sister’s in laws)

**AGREEMENT TO PURCHASE**

**Burial Rights, Endowment Care, Merchandise and Services**

THIS CONTRACT is executed in this Day of , 20 , by and between PUBLIC CEMETERY DISTRICT NO.1 OF KERN COUNTY, doing business as SHAFTER MEMORIAL PARK and WASCO MEMORIAL PARK, County of Kern, State of California, hereinafter called “SELLER”, and , residing at , in the City of , State of , hereinafter called “Buyer”.

SELLER agrees to sell, and BUYER (jointly and severally, if more than one) hereby agrees to buy, subject to the terms and conditions hereinafter set forth, the following described burial rights, endowment care, merchandise and services, to wit:

SECTION BLOCK LOT(S) in SHAFTER or WASCO MEMORIAL PARK.

 Contract Number

Cash Price for Interment Rights $

Cash Price for Endowment Care (non-refundable) $

Cash Price for Crypt Vault Monticello Companion Crypt Cremation $

Cash Price for Handling Fee $

Cash Price for Opening and Closing $

Cash Price for Marker Placement $

Cash Price for Use of Equipment $

Cash Price for Non-resident Fee (if applicable) $

(1)TOTAL CASH PRICE $

(2) Cash Down Payment $

(3) TOTAL DOWN PAYMENT $

(4) UNPAID BALANCE CASH PRICE (Subtract 2 from 1) $

(5) SERVICE CHARGE (non-refundable) $

(6) TOTAL PAYMENTS (Add Item 4 and 5) $

(7) DEFERRED PAYMENT PRICE (Add Item 1 and 5) $

(8) TOTAL OF PAYMENTS shall be paid by BUYER in monthly installments of $ each on the day of each and every month beginning , 20 , and continuing thereafter until said contract balance, together with such other sums as are herein provided are fully paid. The service charge applies from , 20 . All installment and amounts payable hereunder are payable at the office of the Seller. If any installment is in default for a period of not less than ten (10) days, BUYER agrees to pay a delinquency charge on each of said delinquent installments in an amount of five dollars ($5.00). Reasonable attorney’s fees and costs shall be awarded by the court to the prevailing party in any such action on this contract. However, should the BUYER be ill, disabled, or unemployed through layoff, strike, or any similar cause beyond his control, the SELLER agrees to suspend payments during the period of illness, disability or unemployment, provided that such period shall not exceed one year, and provided, further, that the BUYER notify the SELLER promptly of such activity and on giving such notice, and not less than monthly thereafter, supply the SELLER with satisfactory proof on the continuance of such illness, disability, or unemployment.

BUYER and SELLER further agree as follows:

1. A Certificate of Interment Rights to said property shall not pass to BUYER until the contract balance and other sums due hereunder are fully paid in full. No interment in said property will be allowed until the contract balances and other sums due are fully paid. Contracts in default for more than six (6) months will be cancelled and all payments shall be forfeited upon action of the Board of Trustees.
2. The BUYER agrees that said interment rights are purchased for use and not for speculation or investment. BUYER further agrees and understands that any additional service, merchandise, additions, changes or needs not listed in said contract will require payment 24 working hours before the use of the contract, these additions which may include, but will not be limited to:
	1. If the interment of the deceased is eligible for burial, but is not a resident of the District and owned no property in the District at the time of death, a non-resident fee will be charged before the burial is made.
	2. If a burial is made on Week-ends or Holidays the overtime fee will be paid before the burial is made.
	3. If at the time of burial an oversize outer burial container is determined to be needed to accommodate the casket, an additional fee will be required for the oversize container and if necessary, an additional lot.
3. *The conveyance and succession for said interment rights shall be subject to the California Health and Safety Code Section 9069, Chapter 5.5, Interment Rights and all SELLERS rules and regulations which may be duly adopted in policies, rules, and regulations for governing the use, sale, or other transfer of interment rights.*
4. *If the BUYER is deceased and said contract have not been used for interment, substantial service or merchandise, and have not been sold or gifted by the BUYER, said rights will succeed in the order of Assignment Designation. If no assigned designee makes claim on said interment rights, they shall pass according to the laws of intestate succession as set forth in Section 6400 to 6413, inclusive of the California Probate Code.*
5. If this contract is terminated by the BUYER, the SELLER will refund all amounts paid hereunder with the exception of $ , which includes any and all Endowment Care and Service Charges (if paid) which shall be retained by the SELLER.
6. BUYER shall have the right any time, unless in default hereunder to assign his interest in this agreement to an eligible person, provided such assignment is first recorded on the books of the SELLER and transferred according to the rules and regulations as required by the SELLER.
7. No warranties, expressed or implied, representations, promises, or statements have been made by the SELLER unless endorsed hereon in writing. This agreement contains all the covenants and promises between the parties, and no agent or representative of either party has authority to modify, add of change any of the terms and conditions herein set forth nor the term or conditions of the receipt of payment.
8. This agreement shall become effective when signed by and authorized official of the SELLER and thereafter it shall apply to and bind and insure to the benefit of the SELLER and the heirs, administrators, executors and assigns of the BUYER, and whenever the BUYER is mentioned herein, it shall include the heirs and assigns of the BUYER as they were specifically designated by the Burial Rights Successor Affidavit.
9. You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth (5th) calendar day after the date of this transaction, provided no interment, substantial service or merchandise has been provided hereunder. To cancel, deliver or mail written notice of your intent to Kern County Cemetery District No.1, PO Box 354, Shafter, and CA 93263.
10. NOTICE TO THE BUYER; do not sign this agreement before you read it, or if it contains any blank space. You are entitled to a complete filled in copy of this agreement. BUYER DOES HEREBY ACKNOWLEDGE FULL DISCLOSURE OF THE CONTENTS OF THIS AGREEMENT AND RECEIPT OF FULLY COMPLETED AND EXECUTED COPY THEREOF.

SELLER:

PUBLIC CEMETERY DISTRICT NO.1 of KERN COUNTY

PO BOX 354

18662 Santa Fe Way

Shafter, CA 93263

District Office: Shafter Memorial Park

Telephone: 661-746-3921  Fax: 661-746-0310

BUYER:

BUYER:

ADDRESS:

PHONE:

BUYER:

BUYER:

ADDRESS:

PHONE:

BUYER:

BUYER:

ADDRESS:

PHONE: