



# State of Wisconsin


LEGISLATIVE REFERENCE BUREAU

## **RESEARCH APPENDIX -** **PLEASE DO NOT REMOVE FROM DRAFTING FILE**

Date Transfer Requested: 02/15/2007 (Per: DAK)





Appendix A ... Part 01 of 05

 The 2005 drafting file for LRB-3104

has been transferred to the drafting file for

**2007 LRB-1482**

 This cover sheet, the final request sheet, and the final version of the 2005 draft were copied on yellow paper, and returned to the original 2005 drafting file.

 The attached 2005 draft was incorporated into the new 2007 draft listed above. For research purposes, this cover sheet and the complete drafting file were transferred, as a separate appendix, to the 2007 drafting file. If introduced this section will be scanned and added, as a separate appendix, to the electronic drafting file folder.

2005 DRAFTING REQUEST

Bill

Received: 05/25/2005

Received By: dkennedy

Wanted: As time permits

Identical to LRB:

For: Samantha Kerkman (608) 266-2530

By/Representing: Herself

This file may be shown to any legislator: NO

Drafter: dkennedy

May Contact:

Addl. Drafters:

Subject: Health - decisionmaking

Extra Copies:

Submit via email: YES

Requester's email: Rep.Kerkman@legis.state.wi.us

Carbon copy (CC:) to: robin.ryan@legis.state.wi.us  
christopher.sundberg@legis.state.wi.us

Pre Topic:

No specific pre topic given

Topic:

Declaration of final disposition

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	dkennedy 08/17/2005	wjackson 08/30/2005		_____			
/P1			rschluet 08/30/2005	_____	Inorthro 08/30/2005		
/P2	dkennedy 11/30/2005	lkunkel 12/02/2005	pgreensl 12/02/2005	_____	Inorthro 12/02/2005		

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/P3	dkennedy 02/11/2006	wjackson 02/13/2006	rschluet 02/13/2006	_____	Inorthro 02/13/2006		State Crime
/1	dkennedy 03/17/2006	lkunkel 03/28/2006	rschluet 03/28/2006	_____	sbasford 03/28/2006		

FE Sent For:

<END>

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/P3	dkennedy 02/11/2006	wjackson 02/13/2006	rschluet 02/13/2006	_____	lnorthro 02/13/2006		

1/mk 3/28

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/p3 lmk 2/13

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*p2/mk 12/1*  
*h2 ps*  
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/?	dkennedy	/pl wlj 8/24					

FE Sent For:

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## 2005 ASSEMBLY BILL 75

February 3, 2005 – Introduced by Representatives KERKMAN, LOTHIAN, GRONEMUS, ALBERS, BIES, FREESE, GUNDERSON, HINES, HUNDERTMARK, KREIBICH, MONTGOMERY, MUSSER, NASS, OWENS, STONE, VAN ROY, VRAKAS and HAHN, cosponsored by Senators A. LASEE, KEDZIE, ROESSLER, RISSER, LASSA and BRESKE. Referred to Committee on Small Business.

1 AN ACT *to amend* 157.055 (2) (intro.); and *to create* 15.407 (8), 440.08 (2) (a)  
2 24m. and subchapter VI of chapter 440 [precedes 440.70] of the statutes;  
3 **relating to:** regulating the cremation of human remains, creating a Crematory  
4 Authority Council, granting rule-making authority, and providing penalties.

---

### *Analysis by the Legislative Reference Bureau*

This bill creates requirements for authorizing the cremation of human remains, conducting cremations, and disposing of cremated human remains. Certain persons are exempt from these requirements. The bill requires the Department of Regulation and Licensing (DRL) to carry out regulatory duties regarding cremations.

**Authorizing the cremation of human remains.** Under the bill, only the following persons are allowed to authorize the cremation of the human remains of a decedent: 1) the decedent's surviving spouse; 2) if the surviving spouse declines to authorize cremation but does not object to cremation, or if he or she is incapacitated, any one of the decedent's surviving adult children may authorize the cremation, unless another surviving adult child objects in writing to the cremation; 3) if all of the foregoing persons decline to authorize cremation but do not object, or if they are incapacitated, a surviving parent may authorize cremation, unless another surviving parent objects in writing; 4) if all of the foregoing persons decline to authorize cremation and do not object, or if they are incapacitated, a surviving person related in the closest degree of kinship to the decedent may authorize cremation, unless another person of the same degree of kinship objects in writing; and 5) if all

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of the foregoing persons decline to authorize cremation but do not object, or they are incapacitated, any other person may authorize cremation.

In addition, if a decedent's estate is not sufficient to pay the expenses related to the final disposition of the decedent's human remains, or if final disposition is the responsibility of the state or a local unit of government, the bill allows the following persons to authorize cremation: 1) the coroner or medical examiner of the county in which the death occurred; or 2) the decedent's guardian at the time of death. However, a coroner, medical examiner, or guardian may not authorize cremation if any person in the first four categories described above objects in writing or states in writing that cremation was contrary to the decedent's religious beliefs. Also, a coroner, medical examiner, or guardian may not authorize cremation if a person that owns or operates a crematory, which the bill defines as a "crematory authority," determines that there is evidence that cremation was contrary to the decedent's religious beliefs.

A person who is allowed to authorize the cremation of human remains, defined by the bill as an "authorizing agent," may exercise that authority only by completing an authorization form. The form must state that the authorizing agent has no reason to believe that the decedent's remains contain a device that may be hazardous or cause certain damage during the cremation. The form must also identify the funeral director, funeral establishment, or cemetery that the authorizing agent authorizes to receive the cremated remains. If alternative arrangements are made for receiving the cremated remains, the form must describe the arrangements. In addition, the form must indicate the following: 1) if known by the authorizing agent, the manner in which the cremated remains are to be disposed; 2) an itemized list of valuables on the decedent's person that must be removed prior to cremation and returned to the authorizing agent; and 3) if a viewing or other services are planned, the date and time of the viewing or services.

The bill allows an authorizing agent to delegate, in writing, the authority to authorize cremation to another individual. In addition, the bill allows an authorizing agent to cancel a cremation by providing the crematory authority with a written revocation of an authorization form and with written instructions regarding the final disposition of the human remains. Also, the bill provides that an authorizing agent is liable for damages resulting from authorizing a cremation.

**Conducting cremations.** The bill allows only persons who are registered with DRL as "cremation authorities" to cremate human remains. DRL must register a person who pays a fee, and provides specified information, including a description of the structure and equipment proposed to be used in operating a "crematory," which the bill defines as a building or portion of a building within which a cremation chamber is located. A registration must be renewed every two years.

The bill requires a crematory authority that accepts human remains from a person to provide the person with a receipt. The bill allows a crematory authority to refuse acceptance for any of the following reasons: 1) the container has evidence of leakage of bodily fluids; 2) the crematory authority has knowledge of an unresolved dispute regarding the cremation of the human remains; 3) the crematory authority has reason to believe that a representation of the authorizing agent is not true; or

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4) the crematory authority has reason to believe that the human remains contain a device that may be hazardous or cause certain damage during a cremation. In addition, the bill prohibits a crematory authority from refusing acceptance solely on the basis that the human remains have not been placed in a casket or have not been embalmed.

The bill prohibits a crematory authority from cremating human remains, unless it has received the authorization form described above, as well as a copy of a cremation permit and a report for final disposition of a human corpse, both of which are required under current law. The crematory authority must satisfy other requirements, including requirements regarding holding human remains before cremation, removing cremated remains from a cremation chamber, using containers for cremated remains, and maintaining a system for identifying human remains throughout the cremation process. The bill also imposes requirements on a crematory authority's delivery of cremated remains to another person.

In addition, the bill does the following: 1) requires crematory authorities to maintain permanent records regarding cremations; 2) prohibits crematory authorities from selling material or devices (such as medical devices) obtained from cremating human remains; and 3) prohibits crematory authorities from reselling containers used for cremating human remains. The bill also provides that crematory authorities are immune from civil liability for damages resulting from cremating human remains if they comply with the bill's requirements. However, the immunity does not apply to intentional misconduct, negligent conduct, or the failure to return valuables specified on an authorization form.

***Disposing of cremated remains.*** The bill provides that an authorizing agent is responsible for determining the manner in which cremated remains are disposed. However, if the authorizing agent does not make the determination, the crematory authority must, no sooner than 30 days after the cremation, deliver the cremated remains to the person, funeral establishment, or other business entity that delivered the human remains to the crematory authority for cremation. Such a person, funeral establishment, or business entity may not refuse to accept the cremated remains. No sooner than 60 days after receiving the cremated remains, the person, funeral establishment, or business entity is allowed to determine the manner of disposal and must make a written record of the determination. An authorizing agent, the decedent's estate, or both, are liable for reasonable expenses for delivery to, and disposal of cremated remains by, such a person, funeral establishment, or business entity.

Under the bill, cremated remains may be disposed of only in one of the following manners: 1) placement in a grave, niche, or crypt; or 2) any other lawful manner, but only if the cremated remains are reduced to a particle size of one-eighth inch or less. Also, unless the prior written consent of the appropriate authorizing agents is obtained, cremated remains of different individuals may not be commingled or placed in the same container.

***Other provisions.*** Other provisions of the bill include the following:

1. The bill allows DRL to take disciplinary action, including revoking a registration, if a crematory authority violates the bill's requirements.

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2. The bill creates criminal penalties and civil forfeitures for violating the bill's requirements.

3. The bill allows a person to act as authorizing agent for cremating a part of his or her body, or to authorize another person to act as authorizing agent for such a purpose.

4. The bill specifies the circumstances under which a person is considered incapacitated for purposes of determining who may act as an authorizing agent.

5. The bill creates a Crematory Authority Council to advise DRL on the regulation of crematory authorities. The council consists of three funeral directors, three representatives of cemetery authorities, and one public member.

The bill does not affect any of the following provisions under current law regarding cremations: 1) the requirement to obtain a permit from a coroner or medical examiner before cremating a corpse; 2) the authority of the Department of Health and Family Services to make orders regarding the disposal of human remains during public health emergencies declared by the governor; and 3) the authority of the Department of Commerce to approve the construction of crematoriums.

**Exemptions.** The provisions of the bill do not apply to any of the following: 1) a person who is performing his or her duties as an officer of a public institution, medical school, medical college, county medical society, anatomical association, or accredited college of embalming; 2) a person acting in accordance with a statute prescribing the conditions under which donated or indigent human dead bodies are held subject for anatomical study; or 3) to a person who is acting according to the burial customs or rites of a religious sect.

Because this bill creates a new crime or revises a penalty for an existing crime, the Joint Review Committee on Criminal Penalties may be requested to prepare a report concerning the proposed penalty and the costs or savings that are likely to result if the bill is enacted.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.

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***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

1           **SECTION 1.** 15.407 (8) of the statutes is created to read:

2           15.407 (8) CREMATORY AUTHORITY COUNCIL. There is created a crematory  
3 authority council in the department of regulation and licensing consisting of the  
4 secretary of regulation and licensing or a designee of the secretary, who shall serve  
5 as a nonvoting member, and the following persons appointed for 3-year terms:

**ASSEMBLY BILL 75**

1 (a) Three persons licensed as funeral directors under ch. 445 who operate  
2 crematories.

3 (b) Three representatives of cemetery authorities, as defined in s. 157.061 (2),  
4 who operate crematories.

5 (c) One public member.

6 **SECTION 2.** 157.055 (2) (intro.) of the statutes is amended to read:

7 157.055 (2) (intro.) Notwithstanding ss. 69.18 (4), 445.04 (2), 445.14, 979.01 (3),  
8 (3m), and (4), 979.02, and 979.10, and subch. VI of ch. 440, during a period of a state  
9 of emergency related to public health declared by the governor under s. 166.03 (1) (b)  
10 1., a public health authority may do all of the following:

11 **SECTION 3.** 440.08 (2) (a) 24m. of the statutes is created to read:

12 440.08 (2) (a) 24m. Crematory authority: January 1 of each even-numbered  
13 year; \$53.

14 **SECTION 4.** Subchapter VI of chapter 440 [precedes 440.70] of the statutes is  
15 created to read:

**CHAPTER 440****SUBCHAPTER VI****CREMATORY AUTHORITIES**

16  
17  
18  
19 **440.70 Definitions.** As used in this subchapter:

20 (1) "Authorization form" means a form specified in s. 440.73.

21 (2) "Authorizing agent" means an individual who acts as an authorizing agent  
22 under s. 440.72 or to whom a delegation of authority is made under s. 440.74.

23 (3) "Business entity" has the meaning given in s. 452.01 (3j).

24 (4) "Columbarium" means a building, structure, or part of a building or  
25 structure that is used or intended to be used for the inurnment of cremated remains.

**ASSEMBLY BILL 75****SECTION 4**

1           (5) “Cremated remains” means human remains recovered from the cremation  
2 of a human body or body part and the residue of a container or foreign materials that  
3 were cremated with the body or body part.

4           (6) “Cremation” means the process of using heat to reduce human remains to  
5 bone fragments and includes processing or pulverizing the bone fragments.

6           (7) “Cremation chamber” means an enclosed space within which cremation  
7 takes place.

8           (8) “Crematory” means a building or portion of a building within which a  
9 cremation chamber is located.

10          (9) “Crematory authority” means a person who owns or operates a crematory.

11          (10) “Funeral director” has the meaning given in s. 445.01 (5).

12          (11) “Funeral establishment” has the meaning given in s. 445.01 (6).

13          (12) “Human remains” means the body or part of the body of a deceased  
14 individual.

15          (13) “Incapacitated” means unable to receive and evaluate information  
16 effectively or to communicate decisions.

17          (14) “Niche” means a space in a columbarium that is used or intended to be used  
18 for the inurnment of cremated remains.

19           **440.71 Registration; renewal.** (1) PROHIBITION. No person may cremate  
20 human remains unless the department has registered the person as a crematory  
21 authority under sub. (2).

22           (2) REGISTRATION. The department shall register a person as a crematory  
23 authority if the person does all of the following:

24           (a) Pays the fee specified in s. 440.05 (1).

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1 (b) Submits an application on a form provided by the department that includes  
2 all of the following:

3 1. The name and address of the applicant or the business entity that the  
4 applicant represents.

5 2. The address of the crematory.

6 3. A description of the structure and equipment proposed to be used in  
7 operating the crematory.

8 4. Any other information that the department may require.

9 **(3) RENEWAL.** Renewal applications shall be submitted to the department on  
10 a form provided by the department on or before the applicable renewal date specified  
11 under s. 440.08 (2) (a) and shall include the applicable renewal fee specified under  
12 s. 440.08 (2) (a).

13 **440.72 Authorizing agents. (1)** Except as provided in subs. (3) and (4), only  
14 the following may act as an authorizing agent and direct the cremation of the human  
15 remains of a decedent:

16 (a) The decedent's surviving spouse.

17 (b) One of the decedent's surviving adult children who confirms in writing to  
18 the crematory authority that all other surviving children have been notified about  
19 the cremation, if the individual specified in par. (a) declines to act as authorizing  
20 agent but does not object to the cremation, or is dead or incapacitated, unless another  
21 surviving adult child of the decedent provides a written objection to the cremation  
22 to the crematory authority.

23 (c) A surviving parent of the decedent, if the individuals specified in pars. (a)  
24 and (b) decline to act as authorizing agent but do not object to the cremation, or are



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1 dead or incapacitated, unless a surviving parent of the decedent provides a written  
2 objection to the cremation to the crematory authority.

3 (d) A surviving individual related in the closest degree of kinship to the  
4 decedent, as determined under s. 990.001 (16), if the individuals specified in pars.  
5 (a) to (c) decline to act as authorizing agent but do not object to the cremation, or are  
6 dead or incapacitated, unless a surviving individual of the same degree of kinship  
7 provides a written objection to the cremation to the crematory authority.

8 (e) Any other person, if the individuals specified in pars. (a) to (d) decline to act  
9 as authorizing agent but do not object to the cremation, or are dead or incapacitated.

10 (2) An individual is incapacitated for purposes of sub. (1) if 2 physicians  
11 licensed under subch. II of ch. 448, or one physician licensed under subch. II of ch.  
12 448 and one psychologist licensed under ch. 455, have personally examined the  
13 individual and signed a statement specifying that the individual is incapacitated.  
14 Age, eccentricity, or physical disability, either singly or together, are insufficient to  
15 make a finding that an individual is incapacitated. Neither of the individuals who  
16 make a finding that an individual is incapacitated may be a relative, as defined in  
17 s. 242.01 (11), of the individual.

18 (3) If a decedent's estate is insufficient to pay the expenses related to final  
19 disposition of the decedent's human remains, or if final disposition of the decedent's  
20 human remains is the responsibility of the state or a local unit of government, the  
21 following persons, in the priority listed, may act as an authorizing agent and direct  
22 the cremation of the decedent's human remains:

23 (a) An individual specified in sub. (1) (a) to (d), unless one of those individuals  
24 objects in writing to the cremation or states in writing that cremation was contrary  
25 to the religious beliefs of the decedent or unless the crematory authority determines

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1 that there is evidence that cremation was contrary to the religious beliefs of the  
2 decedent.

3 (b) The coroner or medical examiner of the county in which the decedent's death  
4 occurred.

5 (c) The decedent's guardian at the time of the decedent's death.

6 (4) An individual may not act as an authorizing agent unless he or she has  
7 made all reasonable efforts to contact all individuals under sub. (1) who have  
8 superior authority to act as an authorizing agent and has confirmed that such  
9 individuals do not object to the cremation.

10 (5) An individual may act as an authorizing agent, or authorize another  
11 individual to act as an authorizing agent, for purposes of directing the cremation of  
12 his or her own body part.

13 **440.73 Authorization forms.** An authorizing agent may direct the cremation  
14 of the human remains of a decedent only by completing a form that includes all of the  
15 following:

16 (1) The name of the decedent and the date and time of the decedent's death.

17 (2) The name of the authorizing agent and his or her relationship to the  
18 decedent.

19 (3) A statement that the authorizing agent has the authority to authorize the  
20 cremation and either that no other individual has superior authority or that the  
21 authorizing agent has made all reasonable efforts to contact all individuals with  
22 superior authority and such individuals do not object to cremation.

23 (4) A statement that the authorizing agent has no reason to believe that the  
24 decedent's remains contain a device that may be hazardous or cause damage to the  
25 cremation chamber or an individual performing the cremation.

**ASSEMBLY BILL 75****SECTION 4**

1           (5) The name of the funeral director, funeral establishment, or cemetery that  
2 the authorizing agent authorizes to receive the cremated remains or, if alternative  
3 arrangements are made for receiving the cremated remains, a description of those  
4 arrangements.

5           (6) If known by the authorizing agent, the manner in which the cremated  
6 remains are to be disposed.

7           (7) An itemized list of valuables on the decedent's person that are to be removed  
8 prior to cremation and returned to the authorizing agent.

9           (8) If a viewing or other services are planned, the date and time of the viewing  
10 or services.

11           (9) The signature of the authorizing agent attesting to the accuracy of the  
12 representations contained on the form.

13           **440.74 Delegation of authority.** An authorizing agent may, in writing,  
14 delegate the authority to direct the cremation of the human remains of a decedent  
15 to another individual. The delegation shall include all of the following:

16           (1) The name and address of the authorizing agent and the relationship of the  
17 authorizing agent to the decedent.

18           (2) The name and address of the individual to whom the delegation is made and  
19 the relationship of the authorizing agent to that individual.

20           **440.75 Liability of authorizing agent.** An authorizing agent is liable for  
21 damages resulting from authorizing the cremation of the human remains of a  
22 decedent.

23           **440.76 Revocation of authorization.** Before a cremation is performed, an  
24 authorizing agent may cancel the cremation by providing the crematory authority  
25 with a written statement revoking the authorization form. An authorizing agent

**ASSEMBLY BILL 75**

1 who revokes an authorization form shall provide the crematory authority with  
2 written instructions regarding the final disposition of the human remains.

3 **440.77 Delivery and acceptance of human remains. (1) RECEIPT FOR**  
4 **DELIVERY.** A crematory authority that receives human remains from a person shall  
5 provide the person with a receipt that includes all of the following:

6 (a) The name of the decedent.

7 (b) The date and time that the human remains were delivered.

8 (c) A description of the type of casket or container in which the human remains  
9 were delivered.

10 (d) The name of the person who delivered the human remains and the name  
11 of the funeral establishment or other business entity, if any, with which the person  
12 is affiliated.

13 (e) The name of the person who received the human remains on behalf of the  
14 crematory authority and the name of the funeral establishment or other business  
15 entity, if any, with which the crematory authority is affiliated.

16 (f) The signature of the person who delivered the human remains.

17 (g) The signature of the person who received the human remains on behalf of  
18 the crematory authority.

19 **(2) ACCEPTANCE OF HUMAN REMAINS.** (a) A crematory authority may not refuse  
20 to accept delivery of human remains solely on the basis that the human remains have  
21 not been placed in a casket or have not been embalmed.

22 (b) A crematory authority may refuse to accept delivery of human remains if  
23 any of the following apply:

24 1. The casket or other container used for the human remains has evidence of  
25 leakage of bodily fluids.

**ASSEMBLY BILL 75****SECTION 4**

1           2. The crematory authority has knowledge of a dispute regarding the cremation  
2 of the human remains, unless the crematory authority receives a copy of a court order  
3 or other documentation indicating that the dispute has been resolved.

4           3. The crematory authority has reason to believe that a representation of the  
5 authorizing agent is not true.

6           4. The crematory authority has reason to believe that the human remains  
7 contain a device that may be hazardous or cause damage to the cremation chamber  
8 or an individual performing the cremation.

9           **440.78 Cremation requirements. (1) DOCUMENTATION.** A crematory  
10 authority may not cremate the human remains of a decedent unless the authority  
11 has received all of the following:

12           (a) An authorization form completed by an authorizing agent.

13           (b) A copy of the cremation permit issued under s. 979.10 (1) (a).

14           (c) If a report for final disposition of a human corpse is required under s. 69.18  
15 (3), a copy of the report.

16           **(2) HOLDING FACILITY.** (a) Upon accepting delivery of human remains, a  
17 crematory authority shall place the human remains in a holding facility until they  
18 are cremated, except that, if the crematory authority obtains knowledge of a dispute  
19 regarding the cremation of the human remains, the crematory authority may, until  
20 the dispute is resolved, return the human remains to the person who delivered the  
21 human remains or the funeral establishment or other business entity with which  
22 that person is affiliated, neither of which may refuse to accept the human remains.

23           (b) A crematory authority shall restrict access to a holding facility to authorized  
24 personnel.

**ASSEMBLY BILL 75**

1           **(3) CASKETS AND OTHER CONTAINERS.** (a) A crematory authority may not require  
2 human remains to be placed in a casket before cremation or to be cremated in a  
3 casket.

4           (b) Unless a crematory authority obtains the prior written consent of the  
5 authorizing agent, and except as provided in par. (c), a crematory authority shall  
6 cremate with human remains the casket or other container holding the human  
7 remains or destroy the casket or other container.

8           (c) A container may be used to hold human remains that are to be cremated only  
9 if the container is composed of readily combustible materials that are resistant to  
10 leakage and spillage, has the ability to be closed for complete covering of the human  
11 remains, is sufficiently rigid to provide ease in handling, and is able to protect the  
12 health and safety of crematory personnel.

13           **(4) VIEWINGS OR OTHER SERVICES.** A crematory authority may not cremate  
14 human remains before the date and time specified in an authorization form under  
15 s. 440.73 (8).

16           **(5) SIMULTANEOUS CREMATION.** Unless a crematory authority receives the prior  
17 written consent of each authorizing agent, a crematory authority may not  
18 simultaneously cremate the human remains of more than one individual within the  
19 same cremation chamber.

20           **(6) RESIDUE REMOVAL.** Upon completion of each cremation, a crematory  
21 authority shall, insofar as practicable, remove all of the cremated remains from the  
22 cremation chamber.

23           **(7) CONTAINERS FOR CREMATED REMAINS.** A container may be used to hold  
24 cremated remains only if all of the following are satisfied:

**ASSEMBLY BILL 75****SECTION 4**

1 (a) Except as provided in sub. (8), the container is a single container of sufficient  
2 size to hold the cremated remains.

3 (b) The container may be closed in a manner that prevents the entrance of  
4 foreign materials and prevents leakage or spillage of the cremated remains.

5 **(8) EXCESS REMAINS; ADDITIONAL CONTAINER.** If cremated remains that a  
6 crematory authority recovers from a cremation chamber do not fit within the  
7 container that the authorizing agent has selected, the crematory authority shall  
8 return the remainder of the human remains to the authorized agent or authorized  
9 agent's designee in a separate container.

10 **(9) IDENTIFICATION SYSTEM.** A crematory authority shall maintain an  
11 identification system that ensures the identity of human remains throughout all  
12 phases of the cremation process.

13 **440.79 Deliveries of cremated remains.** A crematory authority may deliver  
14 cremated remains to another person only by making the delivery in person or by  
15 using a delivery service that has a system for tracking the delivery. The crematory  
16 authority shall obtain a signed receipt from the person to whom the cremated  
17 remains are delivered. The crematory authority shall ensure that the receipt  
18 includes all of the following:

19 (a) The name of the decedent.

20 (b) The date and time that the cremated remains were delivered.

21 (c) The name and signature of the person to whom the cremated remains were  
22 delivered and the name of the funeral establishment or other business entity, if any,  
23 with which the person is affiliated.

24 (d) The name and signature of the person who delivered the cremated remains  
25 on behalf of the crematory authority.

**ASSEMBLY BILL 75**

1           **440.80 Disposition of cremated remains. (1) RESPONSIBLE PARTY. (a)**  
2           Except as provided in par. (b), the authorizing agent is responsible for determining  
3           the manner in which cremated remains are disposed.

4           (b) If the authorizing agent fails to determine the manner in which cremated  
5           remains are disposed, the crematory authority shall, no sooner than 30 days after  
6           cremation, deliver the cremated remains to the person who delivered the human  
7           remains to the crematory authority for cremation or the funeral establishment or  
8           other business entity with which that person is affiliated, neither of which may  
9           refuse to accept the cremated remains. No sooner than 60 days after the cremated  
10          remains are delivered under this paragraph, the person to whom they are delivered  
11          may determine the manner in which the cremated remains are disposed and shall  
12          make a written record of any determination that is made.

13          (c) The authorizing agent or the decedent's estate, or both, are liable for all  
14          reasonable expenses incurred in delivering and disposing of cremated remains under  
15          par. (b).

16          **(2) MANNER OF DISPOSITION.** A person may dispose of cremated remains only in  
17          one of the following manners:

18               (a) Placing the remains in a grave, niche, or crypt.

19               (b) Disposing of the remains in any other lawful manner, but only if the remains  
20               are reduced to a particle size of one-eighth inch or less.

21          **(3) COMMINGLING.** Without the prior written consent of each authorizing agent,  
22          no person may do any of the following:

23               (a) Dispose of cremated remains in a manner or location that commingles the  
24               remains with the cremated remains of another individual.

25               (b) Place cremated remains of more than one individual in the same container.



**ASSEMBLY BILL 75****SECTION 4**

1           **(4) PROHIBITED SALES.** A crematory authority may not do any of the following:

2           (a) Sell any material or device, including a prosthetic or medical device of a  
3 decedent, that is obtained from cremating the human remains of the decedent.

4           (b) Resell any casket or other container that has been used for cremating  
5 human remains.

6           **440.81 Records. (1)** A crematory authority shall maintain a permanent  
7 record of each cremation at its place of business consisting of the name of the  
8 decedent, the date of the cremation, and a description of the manner in which the  
9 cremated remains are disposed.

10           **(2)** A crematory authority shall maintain as permanent records the  
11 documentation specified in s. 440.78 (1) and copies of receipts under ss. 440.77 (1)  
12 and 440.79.

13           **440.82 Exemptions from liability. (1)** Except as provided in sub. (2), a  
14 crematory authority is immune from civil liability for damages resulting from  
15 cremating human remains, including damages to prosthetic or medical devices or  
16 valuables of the decedent, if the authority has complied with the requirements of this  
17 subchapter.

18           **(2)** A crematory authority is liable for damages resulting from the authority's  
19 intentional misconduct, negligent conduct, or failure to return valuables specified on  
20 an authorization form under s. 440.73 (7).

21           **440.83 Electronic transmission permitted.** Any statement required to be  
22 in writing under s. 440.72 (1) or (3), 440.74, 440.76, 440.78 (3) (b) or (5), or 440.80 (3)  
23 may be transmitted by facsimile.

24           **440.84 Rules.** The department may promulgate rules interpreting or  
25 administering the requirements of this subchapter.

**ASSEMBLY BILL 75**

1           **440.85 Discipline.** (1) Subject to the rules promulgated under s. 440.03 (1),  
2 the department may make investigations, including inspections, or conduct hearings  
3 to determine whether a violation of this subchapter or any rule promulgated under  
4 this subchapter has occurred.

5           (2) Subject to the rules promulgated under s. 440.03 (1), the department may  
6 reprimand an individual registered under this subchapter or deny, limit, suspend,  
7 or revoke a registration under this subchapter if the department finds that the  
8 applicant or individual has done any of the following:

9           (a) Made a material misstatement in an application for a registration or  
10 renewal of a registration.

11           (b) Engaged in conduct while practicing as a crematory authority that  
12 evidences a lack of knowledge or ability to apply professional principles or skills.

13           (c) Subject to ss. 111.321, 111.322, and 111.335, been arrested or convicted of  
14 an offense committed while registered under this subchapter.

15           (d) Advertised in a manner that is false, deceptive, or misleading.

16           (e) Advertised, practiced, or attempted to practice as a crematory authority  
17 under another person's name.

18           (f) Violated this subchapter or a rule promulgated under this subchapter.

19           **440.86 Penalties.** (1) Any person who violates this subchapter or a rule  
20 promulgated under this subchapter may be fined not more than \$1,000 or imprisoned  
21 for not more than 6 months or both.

22           (2) In addition to or in lieu of the penalties under sub. (1) and the remedies  
23 under s. 440.85 (2), any person who violates this subchapter or a rule promulgated  
24 under this subchapter may be required to forfeit not more than \$1,000 for each  
25 violation. Each day of continued violation constitutes a separate violation.



And another!

5/24 Mtg: Kerkman (+ Kedzie, Vazich)

1. Simple amendment: remove auth ag. from AB 75.

2. New draft for Kerkman:

Incorp. TX doc and FD doc

Person may direct or sugg:

- spec. instrux (subject to part — see 2003 sub)

- appoint agent (who must follow instrux in good faith, etc)

- HFS distributes form, like a 154 or 155

- Kedzie's etc will also send instrux

- immunity for FD/FA/Secs



Date: Thu, 17 Mar 2005  
From: memorialsociety@itol.com  
Subject: Texas Disposition Statute

§ 711.002. DISPOSITION OF REMAINS; DUTY TO INTER. (a) Unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, shall inter the remains, and are liable for the reasonable cost of interment:

- (1) the person designated in a written instrument signed by the decedent;
- (2) the decedent's surviving spouse;
- (3) any one of the decedent's surviving adult children;
- (4) either one of the decedent's surviving parents;
- (5) any one of the decedent's surviving adult siblings; or
- (6) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

(b) The written instrument referred to in Subsection (a)(1) shall be in substantially the following form:

APPOINTMENT OF AGENT TO CONTROL DISPOSITION OF REMAINS

I, \_\_\_\_\_

(your name and address)

being of sound mind, willfully and voluntarily make known my desire that, upon my death, the disposition of my remains shall be controlled by \_\_\_\_\_

(name of

agent)

in accordance with Section 711.002 of the Health and Safety Code and, with respect to that subject only, I hereby appoint such person as my agent (attorney-in-fact).

All decisions made by my agent with respect to the disposition of my remains, including cremation, shall be binding.

SPECIAL DIRECTIONS:

Set forth below are any special directions limiting the power granted to my agent:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AGENT:

Name: [REDACTED]

Address: [REDACTED]

Telephone Number: [REDACTED]

Acceptance of Appointment: [REDACTED]

(signature of agent)

Date of Signature: [REDACTED]

SUCCESSORS:

If my agent dies, becomes legally disabled, resigns, or refuses to act, I hereby appoint the following persons (each to act alone and successively, in the order named) to serve as my agent (attorney-in-fact) to control the disposition of my remains as authorized by this document:

1. First

Successor

Name: [REDACTED]

Address: [REDACTED]

Telephone Number: [REDACTED]

Acceptance of Appointment: \_\_\_\_\_  
(signature of first successor)

Date of Signature: \_\_\_\_\_

2. Second Successor

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Acceptance of Appointment: \_\_\_\_\_  
(signature of second successor)

Date of Signature: \_\_\_\_\_

**DURATION:**

This appointment becomes effective upon my death.

**PRIOR APPOINTMENTS REVOKED:**

I hereby revoke any prior appointment of any person to control the disposition of my remains.

**RELIANCE:**

I hereby agree that any cemetery organization, business operating a crematory or columbarium or both, funeral director or embalmer, or funeral establishment who receives a copy of this document may act under it. Any modification or revocation of this document is not effective as to any such party until that party receives actual notice of the modification or revocation. No such party shall be liable because of reliance on a copy of this document.

**ASSUMPTION:**

THE AGENT, AND EACH SUCCESSOR AGENT, BY ACCEPTING THIS APPOINTMENT, ASSUMES THE OBLIGATIONS PROVIDED IN, AND IS BOUND BY THE PROVISIONS OF, SECTION 711.002 OF THE HEALTH AND SAFETY CODE.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[REDACTED]

(your signature)

State of [REDACTED]

County of [REDACTED]

This document was acknowledged before me on [REDACTED] (date) by

[REDACTED] (name of principal).

[REDACTED]  
(signature of notarial officer)



[REDACTED]  
(printed name)

My commission expires:

[REDACTED]

(c) A written instrument is legally sufficient under Subsection (a)(1) if the wording of the instrument complies substantially with Subsection (b), the instrument is properly completed, the instrument is signed by the decedent, the agent, and each successor agent, and the signature of the decedent is acknowledged. Such written instrument may be modified or revoked only by a subsequent written instrument that complies with this subsection.

(d) A person listed in Subsection (a) has the right, duty, and liability provided by that subsection only if there is no person in a priority listed before the person.

(e) If there is no person with the duty to inter under Subsection (a) and:

(1) an inquest is held, the person conducting the inquest shall inter the remains; and

(2) an inquest is not held, the county in which the death occurred shall inter the remains.

(f) A person who represents that the person knows the identity of a decedent and, in order to procure the disposition, including cremation, of the decedent's remains, signs an order or statement, other than a death certificate, warrants the identity of the decedent and is liable for all damages that result, directly or indirectly, from that warrant.

(g) A person may provide written directions for the disposition, including cremation, of the person's remains in a will, a prepaid funeral contract, or a written instrument signed and acknowledged by such



person. The directions may govern the inscription to be placed on a grave marker attached to any plot in which the decedent had the right of sepulture at the time of death and in which plot the decedent is subsequently interred. The directions may be modified or revoked only by a subsequent writing signed and acknowledged by such person. The person otherwise entitled to control the disposition of a decedent's remains under this section shall faithfully carry out the directions of the decedent to the extent that the decedent's estate or the person controlling the disposition are financially able to do so.

(h) If the directions are in a will, they shall be carried out immediately without the necessity of probate. If the will is not probated or is declared invalid for testamentary purposes, the directions are valid to the extent to which they have been acted on in good faith.

(i) A cemetery organization, a business operating a crematory or columbarium or both, a funeral director or an embalmer, or a funeral establishment shall not be liable for carrying out the written directions of a decedent or the directions of any person who represents that the person is entitled to control the disposition of the decedent's remains.

(j) In the absence of evidence of a contrary intent, it is presumed that a married woman directs that her name, as it appears on the grave marker for the plot in which she is interred, include the same last name she used at the time of her death.

(k) Any dispute among any of the persons listed in Subsection (a) concerning their right to control the disposition, including cremation, of a decedent's remains shall be resolved by a court of competent jurisdiction. A cemetery organization or funeral establishment shall not be liable for refusing to accept the decedent's remains, or to inter or otherwise dispose of the decedent's remains, until it receives a court order or other suitable confirmation that the dispute has been resolved or settled.

## Sundberg, Christopher

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**From:** Phillips, Matt  
**Sent:** Tuesday, May 24, 2005 4:10 PM  
**To:** Sundberg, Christopher  
**Subject:** Personal Preference Law

Chris:

Per our conversation, attached is a description of the personal preference law that Sen. Kedzie was discussing:

- Individuals may fill out a declaration of final disposition.
  - Declaration would include: Burial, interment, cremation, donation to science.
  - Declaration can include service arrangements.
  - Declaration can include a designated agent, whose duty it is to carry out the wishes of the deceased, make decisions not covered by the final disposition, and make alternative arrangements if, and only if, items in the final disposition are not practical (affordable, realistic, etc.). If no agent is listed, authorizing agent list specified in bill would apply.
  - Declaration needs to be notarized or witnessed by two individuals to be valid.
- Indicate that no person may *knowingly* dispose of a body in a manner inconsistent with declaration of final disposition (affordability and realistic exemptions) and create penalties.
- Exempt from liability funeral directors and designated agents from carrying out the wishes of the deceased.

The website below lists what each state does with regards to a personal preference law or a designated agent law. There are links to some states with regards to what their laws are.

<http://www.funerals.org/pref.htm>

Let me know if you have any additional questions.

Matt Phillips  
Policy Advisor  
**Senator Neal Kedzie**  
Assistant Majority Leader  
11th Senate District

## MODEL RIGHT OF DISPOSITION LAW

A. **Priority.** Except for human remains that are subject to the Uniform Anatomical Gift Act set forth in Section 157.06 of the Wisconsin Code, the right to control the disposition of the remains of a deceased person, the location, manner and conditions of disposition, and arrangements for funeral goods and services to be provided vests in the following in the order named, provided such person is eighteen (18) years or older, is mentally competent, and, in the case of individuals in subsections (1) through (4) below, is willing to assume the cost of arrangements and disposition if sufficient resources are not available in the decedent's estate:

- (1) The surviving spouse.
- (2) The sole surviving child of the decedent, or if there is more than one child of the decedent, the majority of the surviving children. However, less than one-half of the surviving children shall be vested with the rights of this section if they have used reasonable efforts to notify all other surviving children of their instructions and are not aware of any opposition to those instructions on the part of more than one-half of all surviving children.
- (3) The surviving parent or parents of the decedent. If one of the surviving parents is absent, the remaining parent shall be vested with the rights and duties of this section after reasonable efforts have been unsuccessful in locating the absent surviving parent.
- (4) The surviving brother or sister of the decedent, or if there is more than one sibling of the decedent, the majority of the surviving siblings. However, less than the majority of surviving siblings shall be vested with the rights and duties of this section if they have used reasonable efforts to notify all other surviving siblings of their instructions and are not aware of any opposition to those instructions on the part of more than one-half of all surviving siblings.
- (5) A person acting as a representative of the decedent under a dated, written and signed authorization of the decedent conveying upon the person the right of disposition.
- (6) The person in the classes of the next degree of kinship, in descending order, under the laws of descent and distribution to inherit the estate of the decedent. If there is more than one person of the same degree, any person of that degree may exercise the right of disposition.
- (7) The guardian of the person of the decedent at the time of the decedent's death, if one had been appointed.
- (8) In the absence of any person under paragraphs (1) through (7) of this section, any other person willing to assume the responsibilities to act and arrange the final

disposition of the decedent's remains, including the personal representative of the decedent's estate or the funeral director with custody of the body, after attesting in writing that a good faith effort has been made to no avail to contact the individuals under paragraphs (1) through (7) of this section.

**B. Loss of Right of Disposition.** A person entitled under law to the right of disposition shall forfeit that right, and the right is passed on to the next qualifying person as listed in Section A, in the following circumstances:

- (1) Any person charged with first or second degree murder or voluntary manslaughter in connection with the decedent's death, and whose charges are known to the funeral director; provided, however that if the charges against such person are dropped, or if such person is acquitted of the charges, the right of disposition is returned to the person.
- (2) Any person who does not exercise his or her right of disposition within three days of notification of the death of decedent or within five days of decedent's death, whichever is earlier.
- (3) Where the probate court pursuant to Section C below determines that the person entitled to the right of disposition and the decedent were estranged at the time of death. For purposes of this subdivision, "estranged" means a physical and emotional separation from the decedent at the time of death which has existed for a period of time that clearly demonstrates an absence of due affection, trust and regard for the decedent.

**C. Disputes.** Notwithstanding the foregoing, the probate court for the county where the decedent resided may award the right of disposition to the person determined by the court to be the most fit and appropriate to carry out the right of disposition, and may make decisions regarding the decedent's remains if those sharing the right of disposition cannot agree. The following provisions shall apply to the court's determination under this section:

- (1) Before an individual's death, the individual or the individual's legal representative may file a petition regarding the right of disposition of the person's remains. Following a person's death, a relative of the decedent may file such a petition. In addition, a person who claims or establishes through evidence that the person has or had a closer personal relationship to the decedent than the next of kin may file a petition, provided that person lived with the decedent and was not in the employ of the decedent or the decedent's family. If the persons holding the right of disposition are two or more persons with the same relationship to the decedent, and they cannot, by majority vote, make a decision regarding the disposition of the decedent's remains, any of such persons or a funeral director with custody of the remains may file a petition asking the probate court to make a determination in the matter.
- (2) In making a determination under this Section C, the probate court shall consider the following:

- (a) The reasonableness and practicality of the proposed funeral arrangements and disposition.
  - (b) The degree of the personal relationship between the decedent and each of the persons claiming the right of disposition.
  - (c) The desires of the person or persons who are ready, able and willing to pay the cost of the funeral arrangements and disposition.
  - (d) The convenience and needs of other families and friends wishing to pay respects.
  - (e) The express written desires of the decedent.
  - (f) The degree to which the funeral arrangements would allow maximum participation by all wishing to pay respect.
- (3) In the event of a dispute regarding the right of disposition, a funeral director is not liable for refusing to accept the remains or to inter or otherwise dispose of the remains of the decedent or complete the arrangements for the final disposition of the remains until the funeral director receives a court order or other written agreement signed by the parties in the disagreement that decides the final disposition of the remains. If the funeral director retains the remains for final disposition while the parties are in disagreement, the funeral director may embalm or refrigerate and shelter the body, or both, in order to preserve it while awaiting the final decision of the probate court and may add the cost of embalming and refrigeration and sheltering to the final disposition costs. If a funeral director brings an action under this section, the funeral director may add the legal fees and court costs associated with a petition under this section to the cost of final disposition. This section may not be construed to require or to impose a duty upon a funeral director to bring an action under this section. A funeral director may not be held criminally or civilly liable for choosing not to bring an action under this section.
- (4) Except to the degree it may be considered by the probate court under subsection (2)(c) above, the fact that a person has paid or agreed to pay for all or part of the funeral arrangements and final disposition does not give that person a greater right to the right of disposition than the person would otherwise have. The personal representative of the estate of the decedent does not, by virtue of being the personal representative, have a greater claim to the right of disposition than the person would otherwise have.

**D. Right to Rely.** Any person signing a funeral service agreement, cremation authorization form, or any other authorization for disposition shall be deemed to warrant the truthfulness of any facts set forth therein, including the identity of the decedent whose remains are to be buried,

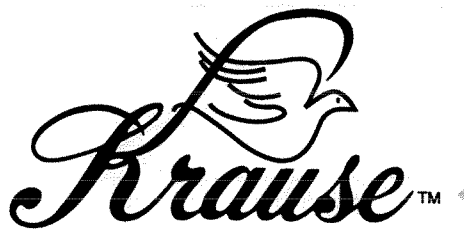
cremated, or otherwise disposed of, and the party's authority to order such disposition. A funeral establishment shall have the right to rely on such funeral service contract or authorization and shall have the authority to carry out the instructions of the person or persons whom the funeral director reasonably believes holds the right of disposition. The funeral director shall have no responsibility to contact or to independently investigate the existence of any next-of-kin or relative of the decedent. If there is more than one person in a class who are equal in priority and the funeral director has no knowledge of any objection by other members of such class, the funeral director shall be entitled to rely on and act according to the instructions of the first such person in the class to make funeral and disposition arrangements; provided that no other person in such class provides written notice of his or her objections to the funeral director.

**E. Control by Funeral Director.** A funeral director shall have complete authority to control the final disposition and to proceed under this law to recover reasonable charges for the final disposition when both of the following apply:

- (1) The funeral director has actual knowledge that none of the persons described in subsections (1) through (7) of Section A exist or that none of the persons so described can be found after reasonable inquiry or contacted by reasonable means; and
- (2) The appropriate public or court authority fails to assume responsibility for disposition of the remains within 36 hours after having been given written notice of the facts. Written notice may be delivered by hand, United States mail, facsimile transmission or telegraph.

**F. Immunity.** No funeral establishment or funeral director who relies in good faith upon the instructions of an individual claiming the right of disposition shall be subject to criminal or civil liability or subject to disciplinary action for carrying out the disposition of the remains in accordance with the instructions.

12233.1



FUNERAL HOMES & CREMATION SERVICES, INC.

### DISPOSITION AUTHORIZATION FORM FOR CREMATED REMAINS AFTER 30 DAYS

I ( we ) the undersigned, hereby certify that I am the closest living next of kin or authorizing agent of the decedent, and that if final disposition of the cremated remains has not been arranged within 30 days of the cremation, Krause Funeral Home, Inc. shall be authorized to proceed with the following disposition checked below.

I have instructed the funeral home to:

- Please call and deliver the cremated remains to the address below.
- Please call and mail the cremated remains to the address below.  
(Appropriate postage fee for mailing will apply. Minimum \$15.00)
- After 30 days there will be a charge for the next 30 days of \$75.00 for storage and \$40.00 per month for four additional months. After six months the funeral home may dispose of the cremated remains at their discretion. It is not the responsibility of the funeral home to notify you before cremated remains are disposed of. Disposition of the cremated remains will occur no sooner than \_\_\_\_\_. (arranged date or 180 days from today's date).

Name of Decedent \_\_\_\_\_

Authorizing Agent Name \_\_\_\_\_ Relationship \_\_\_\_\_

Authorizing Agent Signature \_\_\_\_\_

Person/Place of Delivery \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

\_\_\_\_\_  
Relationship \_\_\_\_\_

Witness for Signature of Authorizing Agent



FUNERAL HOME & CREMATION SERVICES, INC.

### CREMATION AUTHORIZATION AND DISPOSITION FORM

9000 W. Capitol Dr. Milwaukee, WI 53222  
12401 W. National Ave. New Berlin, WI 53151  
7001 W. Brown Deer Rd. Milwaukee, WI 53223

Cremation No. _____
Cremation Date _____ (For Office Use)

#### AUTHORIZATION

I(We), the undersigned (the "Authorizing Agent(s)"), hereby authorize and request Krause Funeral Home Cremation Services Inc. (herein after referred to as Crematory), in accordance with and subject to its rules and regulations, and any applicable state/provincial or local laws or regulations, to cremate the human remains of \_\_\_\_\_ (the "decedent") and to arrange for the final disposition of the cremated remains, as set forth on this form.

I (We) have read and understand the attached document entitled "Krause Funeral Home Cremation Services Inc. Policies, Procedures and requirements," and hereby authorize crematory to perform the cremation of the decedent in accordance with that document.

Initials

#### IDENTIFICATION

Date of Death \_\_\_\_\_ Place of Death \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_

Was death caused by an infectious or contagious disease?  Yes  No

If yes, please explain \_\_\_\_\_

I(WE) UNDERSTAND THAT THE MEDICAL EXAMINER/CORONER WILL BE NOTIFIED OF THE PROPOSED CREMATION AND THAT THE MEDICAL EXAMINER/CORONER MAY INSPECT THE REMAINS AND MAY MAKE SUCH IDENTIFICATION RECORD OF THE REMAINS AS THEY DEEM APPROPRIATE.

I(WE) have identified/declined to identify (Circle one) the human remains that were delivered to the funeral home as the decedent, and have authorized the funeral home to deliver the decedent to crematory, for cremation.

Date \_\_\_\_\_ Relationship \_\_\_\_\_ Signature \_\_\_\_\_

#### TIME OF CREMATION

Name of Funeral Home \_\_\_\_\_

Address \_\_\_\_\_ Telephone No. \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Funeral Director in Charge \_\_\_\_\_

Crematory will perform the cremation upon receipt of the human remains, at its discretion, and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. Any other arrangements for the timing of cremation must be requested in writing, below.

Initials

#### PACEMAKERS, PROSTHESES, AND RADIOACTIVE IMPLANTS

The following list contains all existing devices (including all mechanical, radioactive implants and prosthetic devices) which are implanted in or attached to the decedent, that should be removed prior to cremation:

- Pacemaker
- Radioactive implant
- Other device that could be harmful to the crematory: \_\_\_\_\_
- No Devices Present in Decedent

I have instructed the funeral home to remove or arrange for the removal of these devices and to properly dispose of them prior to transporting the decedent to Crematory.

Initials

**ALL PACEMAKERS AND RADIOACTIVE IMPLANTS MUST BE REMOVED PRIOR TO DELIVERING THE DECEDENT TO CREMATORY.**

#### PERSONAL POSSESSIONS/VALUABLE MATERIALS

I HAVE INSTRUCTED THE FUNERAL HOME TO REMOVE OR ARRANGE FOR THE REMOVAL OF ANY PERSONAL POSSESSIONS/ VALUABLE MATERIALS THAT I/WE WANT. I UNDERSTAND THAT ANYTHING LEFT WITH THE DECEASED WILL BE DESTROYED IN THE CREMATION PROCESS.

Initials



**WITNESSING**

Are there any people who wish to witness the casket or container being placed in the cremation chamber?  
(Time must be arranged in advance.)

Yes  No

If yes, please provide their names \_\_\_\_\_  
\_\_\_\_\_

**MERCHANDISE**

Type of casket or container selected (Metal Caskets Not Acceptable) \_\_\_\_\_

Size and type of urn or container selected \_\_\_\_\_

**FINAL DISPOSITION**

After the cremation has taken place, the cremated remains have been processed and the processed cremated remains placed in the designated receptacle, Crematory will arrange for the disposition of the cremated remains as follows, and the Authorizing Agent(s) hereby authorizes Crematory to release, deliver, transport, or ship the cremated remains as specified. Check one of the following:

1. \_\_\_\_\_ Mail or \_\_\_\_\_ release the cremated remains to the following designated person:

Name \_\_\_\_\_ Address \_\_\_\_\_

Relationship \_\_\_\_\_

Scheduled Date of Delivery or Release \_\_\_\_\_

Initials

**I(WE) AGREE TO ASSUME ALL LIABILITY THAT MAY ARISE FROM ANY SHIPMENT, AND TO INDEMNIFY AND HOLD CREMATORY HARMLESS FROM ANY AND ALL CLAIMS THAT MAY ARISE FROM SUCH A SHIPMENT.**

2. \_\_\_\_\_ Return the cremated remains to the funeral home within 10 days.

3. \_\_\_\_\_ Arrange for the disposition of the cremated remains at the discretion of Crematory. The Authorizing Agent(s) understands that if this option is selected, then final disposition may include the commingling of the cremated remains with other cremated remains, and that thereafter the cremated remains of the decedent shall not be recoverable.

4. \_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_

Initials

If the final disposition of the cremated remains has not been completed within 30 days of the cremation, then Crematory shall be authorized to arrange for the final disposition of the cremated remains in any manner permitted by law. Such final disposition may include the commingling of the cremated remains with other cremated remains, and thereafter the cremated remains of the decedent will not be recoverable.

**AUTHORITY OF AUTHORIZING AGENT**

I (we), the undersigned, hereby certify that I am the closest living next of kin of the decedent and that I am related to the decedent as his/her, \_\_\_\_\_ or that I otherwise serve (served) in the capacity of \_\_\_\_\_ to the decedent, that I have charge of the remains of the decedent and as such possess full legal authority and power, according to the laws of the state of Wisconsin, to execute the authorization form and to arrange for the cremation and disposition of the cremated remains of the decedent. In addition, I am aware of no objection to this cremation by any spouse, child, parent or sibling specified.

(Check below if applicable)

A. \_\_\_\_\_ There is another living person ( \_\_\_\_\_ ) who has the right to control the final disposition of the decedent, but that person has provided me (us) with written permission to arrange for the cremation of the decedent, and I (we) agree to hold Crematory harmless and to indemnify Crematory in the event that such person objects to the cremation.

B. \_\_\_\_\_ There is another living person ( \_\_\_\_\_ ) who has the right to control the final disposition of the decedent. I (We) have made all reasonable efforts to contact this person, but have been unable to do so. However, I (we) have no reason to believe that this person would object to the cremation of the decedent.

## LIMITATION OF LIABILITY

As the Authorizing Agent(s), I (we) hereby agree to indemnify, defend, and hold harmless Crematory, its officers, agents and employees, of and from any and all claims, demands, causes 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 transmitted to Crematory, the processing, shipping and final disposition of the decedent's cremated remains, the failure to take possession of or make proper arrangements or 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 Crematory, its officers, agents, or employees, pursuant to this authorization, excepting only acts of willful negligence.

### SIGNATURE OF AUTHORIZING AGENT(S)

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

By executing this cremation Authorization Form, as Authorizing Agent(s), the undersigned warrant that all representations and statements contained on this form are true and correct, that these statements were made to induce Crematory to cremate the human remains of the decedent, and that the undersigned have read and understand the provisions contained on this form.

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Relationship to Decedent \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Relationship to Decedent \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Witness for Signature(s) of Authorizing Agent(s)

### REPRESENTATIONS OF FUNERAL DIRECTOR

By executing this authorization form as a licensed funeral director and agent/employee of the funeral home indicated above, I warrant to the best of my knowledge the following:

1. That our funeral home was responsible for making arrangements with the Authorizing Agent(s) for the cremation of the decedent and that I have reviewed this authorization form with the Authorizing Agent(s).
2. That no member of our funeral home has any knowledge or information that would lead us to believe that any of the answers provided on this form, by the Authorizing Agent(s), are incorrect.
3. That the human remains delivered to Crematory and represented as the human remains specified on this form are in fact the human remains that were identified to our funeral home as the decedent.
4. That our funeral home obtained all necessary permits authorizing the cremation of the decedent, and that those permits are attached.
5. That the representations contained above concerning the decedent's cause of death and regarding any infectious or contagious disease are true.
6. That the representations contained above concerning a pacemaker and other material or implant may be potentially hazardous are true.
7. That all medical waste has been removed from the deceased prior to delivery to Crematory.
8. That all valuables have been removed from the deceased prior to delivery to Crematory. Crematory is authorized to cremate, and thereby destroy, any valuables remaining with the deceased.
9. I have read and understand the attached document entitled "Krause Funeral Home Cremation Services Inc., Policies, Procedures and Requirements."

\_\_\_\_\_  
Licensed Funeral Director

Application for Life Insurance to GREAT WESTERN INSURANCE COMPANY

3434 Washington Blvd. Ste. 100 • Ogden, Utah 84401 • (800) 621-5688

Insured's Information

(Please Print)

Policy Information

Full Name: Social Security # Birthdate (M/D/Y) Mailing Address City State Zip Phone # Sex Age

Total Face Amount Total paid to agent Base Plan Face Amount Modal Premium Down Payment Rider Face Amount Rider Premium Optional Away-from-home Death Benefit Premium Payment Method & Period Single 1 yr 3 yr 5 yr 10 yr Mo Qtr Semi Ann Coupon Book Auto Bank Withdrawal Total # Pmts Plan Code Total Price of Prearranged Funeral \$ Minimum Dollar Amount of Death Benefit \$ Total Premium to be Paid for This Policy \$ Cost of Funeral Expenses ARE/ARE NOT Guaranteed (Circle One)

Applicant/Owner (if other than insured) Circle One

Full Name: Relationship SS # Address City, State, Zip Sex

Secondary Lapse Notice Contact (for multi-pay plans)

Full Name: Address City, State, Zip

Beneficiary

Name Relationship SS# Address

1. Now, or within the last two years, has the Proposed Insured been, or been advised to be, hospitalized or in a nursing facility, or chosen not to follow such advice? YES NO 2. Has the Proposed Insured during the last two years had any prescriptions for or been diagnosed or treated by a healthcare provider for any of the following: Cancer, Tumor, Insulin Dependent Diabetes; or any Disorder of the Blood, Kidney, Lung, Brain, Heart, Circulatory System or Liver? 3. Has the Proposed Insured during the last two years had any prescriptions for or been treated by a healthcare provider for any of the following: AIDS or ARC? I affirm that the above health questions have been answered correctly. If any question is answered "yes," or is not answered, I will be issued one of the limited death benefit policies listed below: One-year—The death benefit increases monthly by 8.5% of the face amount up to the face amount. Death Benefit during the 1st Year 40% of the Face Amount 80% of the Face Amount Death Benefit after the 2nd Year Face Amount Three-year 40% of the Face Amount 80% of the Face Amount Face Amount Five-year or Ten-year 30% of the Face Amount 60% of the Face Amount Face Amount Notice: By submitting to more rigorous underwriting in the marketplace, the applicant may be able to secure a lower rate for insurance.

Wisconsin Interrogatory and Disclosure Statements

1. Do you have another life insurance or annuity policy in force? Yes No a. If so, with which company? b. If so, do you intend to replace current insurance with this policy? Yes No 2. Do you currently have a prearranged funeral plan of any kind with a funeral home? Yes No a. If so, do you intend to replace the funding of your existing prearranged plan with this policy? Yes No

1. You should not need more than one life insurance policy to fund a prearranged funeral plan. 2. If you have an existing life insurance policy or annuity, you may be able to assign some or all of an existing policy's benefits to fund the prearranged funeral plan rather than purchase an additional policy. 3. It may not be in your best interests to borrow on the cash value of an existing life insurance policy to pay the premium on a funeral policy that will be used to fund a prearranged funeral plan. 4. The life insurance or annuity policy you are purchasing may not fully fund the cost of the funeral goods and services provided.

Agreement: The undersigned agrees to all of the following: (1) To the best of his/her knowledge and belief, statements in this Application are complete and true. (2) No insurance will be in force unless the Applicant is alive and his/her ability to be insured remains as described in this application when the policy is delivered, and the full premium is paid. (3) Any change(s), correction(s), or addition(s) made at issue by Great Western require your written consent. I affirm that no illustration was used in the sale of this product.

Authorization: By signing this form, I authorize any healthcare provider, medical facility, or other person, including a Veterans Administration Hospital, to give Great Western Insurance Company any records or information concerning the Proposed Insured's health related to the above Health Questions. A photocopy shall be as effective as the original. Authorization is only valid for 30 months.

Signed at Date Insured Parent or Guardian, if Juvenile Insured Applicant/Owner Agent # If Other Than Proposed Insured Replacement of insurance is involved. YES NO

To the Applicant: If you do not hear from the Company with regard to this application within sixty days from the date of this application, write a letter. Send it to the Secretary of Great Western Insurance Company, Ogden, Utah, and state the facts of your application.

GUARANTEED PRENEED FUNERAL ARRANGEMENT CONTRACT
STATEMENT OF FUNERAL MERCHANDISE AND SERVICES SELECTED

Krause Funeral Home & Cremation Services, Inc
Funeral Firm (Provider)

Person for whom Funeral Services are to be provided

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any item, we will explain the reasons in writing below.

Guaranteed Items: (Today's Cost of Funeral Provider Merchandise and Services)

Funeral Services

Table listing funeral services and costs: Basic services of Funeral Director and Staff, Embalming, Other Preparation, Facilities (Visitation/Gathering, Funeral Service/Commemoration, Committal Service), Transportation (Removal/Transfer to Funeral Home, Funeral Coach/Hearse, Lead Car, Limousine, Other Transportation Utility Vehicle), and Total Funeral Services.

Funeral Merchandise (specify manufacturer, model, materials colors)

Table listing funeral merchandise and costs: Casket/Cremation Container Bateeville, Outer Burial Container Wilbert, Urn, Register Book, Memorial Folders, Acknowledgement Cards, Other Memorial Package, and Miscellaneous Guaranteed Items.

GUARANTEED ITEMS: Funeral Services, Merchandise and Misc. Total \$

The following are any legal, cemetery or crematory requirements that compel the purchase of funeral goods or services.

Check box: Cemetery requires outer burial container, Crematory requires alternative container

Non-Guaranteed Items (Any excess cash advances to be paid at time of need)

We charge you for our services in obtaining: (specify cash advance items) Starred items

Non-Guaranteed Items

Table listing non-guaranteed items and costs: Death Certificates, Grave Opening/Closing, Newspaper Notice, Flowers, Honorarium, Music, Luncheon, Coroner/Medical Examiner, Crematory Charge, Engraving, Transportation, Beautician, Other.

NON-GUARANTEED ITEMS TOTAL: Estimated Cost of Cash Advance Items \$

TOTAL PRENEED AT TODAY'S COST (SECTIONS A + B) \$

FINAL COST GUARANTEE:

The funeral Provider named in this Contract agrees to provide the funeral merchandise and services listed in Section A of this Contract at a cost up to but no greater than the amount of the full death benefit payable under the Insurance Policy.

The costs for cash advance items listed in Section B of this Contract are estimates only and are not guaranteed in any way. The Purchaser's family representative is responsible for paying the difference between the estimated costs and the at need cost.

Any increase in the death benefit above the initial face amount of the Insurance Policy will be applied to the items in Sections A and B in the same proportion as the total of Section A bears to the total of Section B.

The date our final cost guarantee goes into effect is determined by the type and date of the Great Western Insurance Policy issued.

When a Policy is issued that has a limited death benefit, our guarantee is effective at the end of the limited death benefit period. Check box if Insurance Policy has limited death benefit.

Signature of Purchaser

Date

## ◆ Disclosures and Acknowledgements

### FINAL COST GUARANTEE, continued:

This guarantee will be null and void if the Purchaser does any of the following in regard to the Insurance Policy:

1. The Purchaser changes the assignment of the proceeds;
2. The Purchaser changes the beneficiary designation;
3. The Purchaser changes the use of the proceeds;
4. The Purchaser reduces or fails to make complete premium payments;
5. The Purchaser cancels or borrows against the Insurance Policy.

### CONTRACT FUNDING:

This contract is funded by an Insurance Policy issued by Great Western Insurance Company ("Great Western"), 3434 Washington Blvd., Suite 100, Ogden, Utah 84401. Great Western is not a party to this contract and is not responsible for fulfillment of its terms. The responsibility of Great Western consists solely of paying the proceeds of the life Insurance Policy.

In return for the Provider's agreement to perform as indicated in this contract, Purchaser agrees to purchase an Insurance Policy with an initial face amount that is at least equal to the total of sections A and B in this contract. Purchaser shall assign ownership of the Policy to The Great Western Funeral Trust (a copy of the terms of this trust will be provided at your request), or otherwise shall provide for payment of the Policy death benefit to Provider in a manner satisfactory to the Provider. It is agreed that The Great Western Funeral Trust is instructed to pay the Policy death benefit to the funeral firm that delivers or is contracted to deliver funeral services and merchandise after the death of the insured.

### SUBSTITUTIONS:

Merchandise of similar style and of at least equal quality of material and workmanship may be substituted in accordance with the Provider's discretion.

### EXCESS PROCEEDS:

If the proceeds of the death benefit payable under the Insurance Policy are greater than the at-need total costs, those "excess proceeds" will be paid to the beneficiary named in the Insurance Policy application or, if none, to the estate of the deceased insured. If the deceased insured was a recipient of public assistance benefits, payments of excess proceeds will be made in accordance with applicable state or federal law.

### CHANGES TO FUNERAL MERCHANDISE AND SERVICES SELECTED:

At any time prior to death, Purchaser may make changes to the selection of funeral merchandise and services shown on page one of this Contract. Purchaser may make new selections that are more expensive than the original selections, however, the final cost guarantee shall apply only to the original amount of total pre-need costs. If the proceeds payable under the Insurance Policy are not sufficient to pay for the difference between the original amount of total pre-need costs and an increased revised total, the difference shall be due and payable to the Provider by the deceased's family or authorized representative.

### PROVIDER RESPONSIBILITIES:

The funeral Provider agrees by the signature of its authorized representative, to provide funeral merchandise and services in accordance with the terms and conditions of this Contract. In the event it becomes impossible for the Provider to perform its responsibilities under this Contract, for rea-

sons beyond its control, Provider will assist Purchaser or family representative in locating another funeral provider to provide funeral services and merchandise.

### FREEDOM OF CHOICE OF FUNERAL PROVIDER:

At any time, Purchaser, Purchaser's family or authorized representative may request that a new funeral provider be appointed to provide funeral services and merchandise. If a new funeral home is selected, this Contract together with the final cost guarantee shall become null and void and a new pre-need funeral arrangement contract must be made between the Purchaser and the new funeral provider.

### CONTRACT TERMINATION:

- You, the Purchaser, may cancel this Contract at any time unless you have chosen to irrevocably assign ownership of the Policy.
- Cancellation of this Contract will not result in the automatic cancellation of the Insurance Policy, which must be cancelled separately according to rules disclosed in the Policy.
- In addition, you may cancel the Insurance Policy within thirty (30) days of its issue date and receive a full refund of all premium paid.
- If you cancel the Insurance Policy more than thirty (30) days after it is issued, you will not receive a refund of premiums paid but instead will receive the Policy's cash surrender value, which may be substantially less than the premiums you paid.

This Contract automatically terminates if any of the following occurs:

- The Purchaser borrows against the Insurance Policy;
- The Insurance Policy is cancelled for non-payment of premiums;
- Any annuity payments are paid out before death;
- The Insurance Policy is surrendered for its cash value;
- The Insurance Policy is terminated for any reason.

By signing this contract, the Purchaser acknowledges the following:

1. I was shown a current copy of the funeral Provider's casket and outer burial container price lists or cremation container price lists prior to viewing and/or selecting that merchandise.
2. I was given a current copy of the funeral Provider's general price list for retention upon the beginning of a discussion of and/or selection of funeral services and merchandise.
3. I was not told that the law requires the use of a casket for a direct cremation, but rather that an unfinished wood box or alternative container may be used for direct cremation.
4. I was not told that the law requires the use of an outer burial container or of any funeral merchandise and/or services except as is set forth on the Preneed Statement of Funeral Merchandise & Services as being required by the cemetery of my choice.
5. No statements, claims, representations or warranties were made to me by anyone affiliated with the funeral home named in this Contract that embalming, the use of a casket and/or outer burial container would delay natural decomposition for a long period of time or that any funeral merchandise would provide protection from graveside substances for a long period of time. The only warranties, either expressed or implied, granted to me in connection with the funeral merchandise I selected were the expressed written warranties, if any, extended by the manufacturers themselves. No other warranties and no warranties of MERCHANTABILITY or FITNESS for a PARTICULAR PURPOSE were extended by the funeral Provider.

continued on page 3

### Disclosures and Acknowledgements

6. I was informed promptly at the time of initial contact that insurance was being offered by a Wisconsin licensed insurance intermediary.

7. I was presented a copy of the Wisconsin Buyers Guide to Life Insurance prior to completing an insurance application and A Consumer's Guide to Pre-Planning a Funeral.

8. The type of insurance used by the Purchaser to fund this Contract is a whole life policy issued by Great Western Insurance Company.

9. The following persons will receive a commission as a result of the sale of the Insurance Policy that funds this contract:

- a) the licensed insurance intermediary who sold the Policy;
- b) Advanced Planning, Inc., a general insurance agency;
- c) \_\_\_\_\_.

#### ASSIGNMENT OF POLICY OWNERSHIP:

Purchaser hereby assigns to Great Western Funeral Trust the ownership rights of the Insurance Policy that has been issued to fund this contract.

**Revocable Assignment** \_\_\_\_\_ By writing his or her initials, Purchaser chooses to make this assignment of ownership revocable, which means that this assignment may be cancelled at any time.

**Irrevocable Assignment** \_\_\_\_\_ By writing his or her initials, Purchaser chooses to make this assignment of ownership irrevocable. This means that the Purchaser cannot cancel the assignment. By making this assignment of ownership irrevocable, Purchaser also acknowledges the following:

1. The assignment of ownership rights is permanent and cannot be changed by the Purchaser.
2. The Purchaser has waived (given up) all rights under the Insurance Policy to surrender it for cash, to obtain a policy loan, to change the owner or to receive a refund for any premium paid after the 30-day right to cancel the Policy.
3. The proceeds that are paid under the Insurance Policy may be used only for the purpose of funding the funeral merchandise and services selected in this Contract.

4. This assignment shall be void if it is construed as interfering with the insured obtaining social service benefits through any governmental agency.

#### SOLICITATION DISCLOSURE Check One:

- Purchaser acknowledges that this Contract was completed at the place of business of the funeral Provider identified in this Contract.
- Purchaser acknowledges that this Contract was completed at a place other than the funeral Provider's place of business. (If this box is checked the Purchaser must be given a three (3) day notice of cancellation form.)

**IF THIS CONTRACT WAS SOLICITED AT A PLACE OTHER THAN THE FUNERAL PROVIDER'S PLACE OF BUSINESS, YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. AN EXPLANATION OF THIS RIGHT IS PROVIDED IN THE NOTICE OF CANCELLATION FORM, WHICH WILL BE PROVIDED TO YOU.**

#### ENTIRE AGREEMENT:

This Contract contains the entire agreement between the Provider and Purchaser. This Contract supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties. There are no verbal agreements that modify, interpret, construe or affect this Contract. This Contract cannot be changed except by a later written agreement signed by Purchaser and Provider.

**Pre-Need Funeral arrangement contracts are regulated by the Wisconsin Funeral Directors Examining Board. Should you have a complaint, please contact the Board at 1400 East Washington Avenue, P.O. Box 8935, Madison, Wisconsin 53708 or by telephone at (608) 266-3511.**

#### ACKNOWLEDGEMENT AND SIGNATURES:

By their signatures, Provider and Purchaser accept the terms and acknowledge the disclosures provided under this Contract, which include all terms that appear on pages 1-3 of this Contract.

Signature of Purchaser: \_\_\_\_\_

Print Purchaser's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Provider's Name: \_\_\_\_\_

Signature of Licensed Funeral Director: \_\_\_\_\_

Address of Provider: \_\_\_\_\_





# IRREVOCABLE FUNERAL SERVICE AND MERCHANDISE AGREEMENT FUNDED WITH A TRUST

This Trust Funded Burial Agreement is made by the Depositor to set forth in advance arrangements of a funeral service and burial space for to be provided by the Funeral Home. A copy of the Funeral Home's statement of Funeral goods and services selected for these arrangements is attached. In consideration of their mutual promises, and in accordance with section 445.125, Wis. Stats., as may be amended from time to time, the Depositor and the Funeral Home agree:

- (A) The Funeral Home shall provide professional and staff services and facilities, at a cost currently at \$\_\_\_\_\_.
- (B) The Funeral Home shall provide a burial vault at \$\_\_\_\_\_ and casket at \$\_\_\_\_\_ for a total of \$\_\_\_\_\_.
- (C) Total Amount Deposited \$\_\_\_\_\_.

The actual and total cost of the funeral services (A) and burial merchandise provided by the Funeral Home (B) shall be determined as of the date of the Depositor's death. Depositor acknowledges that the Funeral Home prices at the time of need shall determine the cost of the Depositor's funeral services and burial merchandise. The Depositor reserves the right to amend this agreement in writing to change any details of the funeral services and/or burial merchandise accordingly. The Depositor reserves the sole right to designate another beneficiary by written notice to the Funeral Home and the Depository or to make any changes herein as may be permitted or required by law. However, the Depositor's heirs, personal representatives or other person may add or authorize any additional amount to the cost of this funeral at the time of need.

The intent of the Depositor is to designate the first \$2000 of the funds deposited pursuant to this agreement as an irrevocable funeral trust fund, which must be used for the funeral and final disposition of the Depositor. The Depositor, his/her heirs, personal representative or other party may add or authorize any additional amount to the cost of this funeral. The Depositor further directs that any dividends and/or interest earned on the fund shall be disbursed as follows (check one):

- Made Irrevocable and added to the minimum amount deposited (C) and used for the Depositor's funeral.
- Withdrawal by Depositor upon demand, but if not withdrawn added to the minimum amount deposited (C) and also used for the Depositor's funeral.

Before his/her death the Depositor, after written notice to the Funeral Home, may withdraw any portion of the principal deposited in excess of \$2000, provided that no interest and/or dividends also made irrevocable is ever withdrawn by the Depositor.

The Funeral Home, in its discretion, may request the counsel of \_\_\_\_\_, when making the actual arrangements for the funeral and final disposition of the Depositor. After Depositor's death, Depository is authorized to disburse to the Funeral Home the amount of its statement, not exceeding the balance of the account, upon being furnished a written confirmation by the Funeral Home that it has complied with the provisions of this agreement, and a certified copy of the Depositor's death certificate. Any excess in the account shall be remitted to the Depositor's estate or as otherwise required by law. In the event the Funeral Home declines or is unable to comply with this agreement, the Depository is authorized to disburse the entire balance of the account to the Depositor's estate or as required by law upon being furnished appropriate evidence of the Depositor's death and the inability of the Funeral Home to comply with this agreement. The Depository may disburse funds from the account in accordance with this agreement in absolute reliance upon representations made and documents furnished by the person requesting withdrawal. The Depository shall incur no liability for relying upon such evidence. In no event may the Depository's total liability under this agreement exceed the amount deposited in the account plus accrued dividends and/or interest.

This agreement benefits and binds the successors, assigns, heirs, and personal representatives of the Depositor, the Funeral Home and the Depository.

**TAX WITHHOLDING CERTIFICATE:** Under penalties of perjury, the Depositor certifies (1) that the Taxpayer Identification Number (TIN) shown on this form is the Depositor's correct TIN and (2) that the Depositor is not subject to backup withholding either because the Depositor has not been notified by the Internal Revenue Service that the Depositor is subject to backup withholding as a result of a failure to report all interest and dividends, or the Internal Revenue Service has notified the Depositor that the Depositor is no longer subject to backup withholding.

Signed at \_\_\_\_\_, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Funeral Home \_\_\_\_\_ Street Address \_\_\_\_\_

Approved By \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Depository \_\_\_\_\_ Depositor \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Received By \_\_\_\_\_ S.S./TIN # \_\_\_\_\_ Telephone \_\_\_\_\_

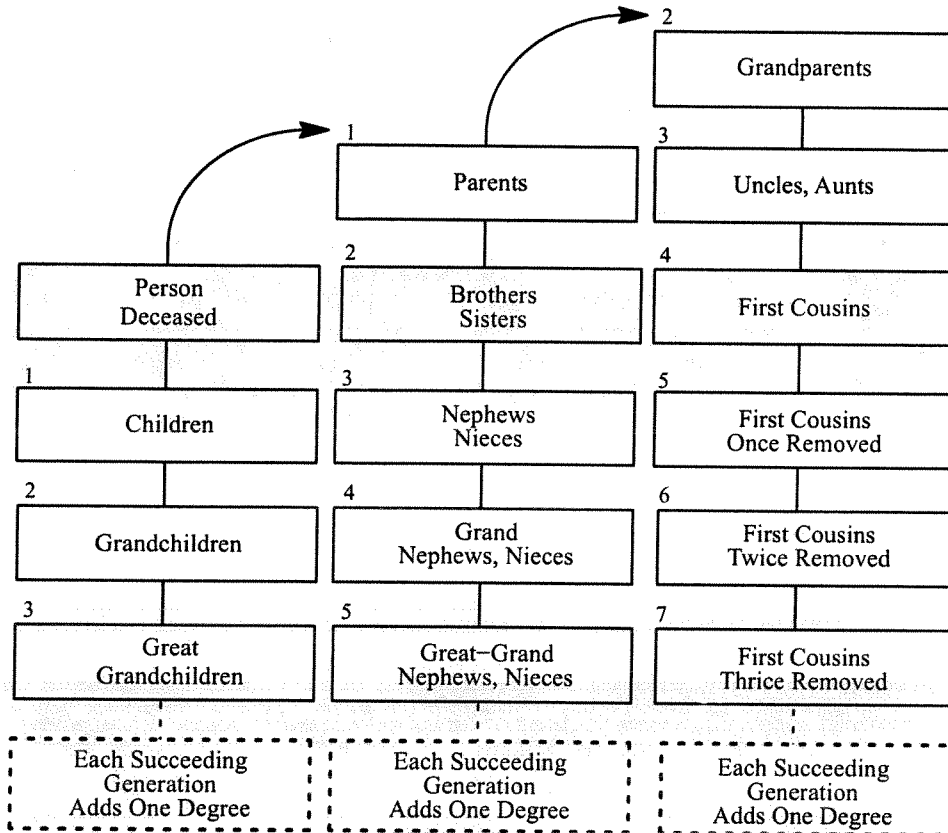
990.001 CONSTRUCTION OF STATUTES

eligible to be in that class unless the city has taken the actions necessary to pass into the class under s. 62.05 (2).

according to the rules of the civil law, as follows: [See Figure 990.001 (16) following]

(16) DEGREES OF KINSHIP. The degree of kinship is computed

Figure: 990.001 (16)



(17) LIVE BIRTH OR CIRCUMSTANCE OF BEING BORN ALIVE. (a) An individual who undergoes a live birth is born alive.

(b) If a statute or rule refers to a live birth or to the circumstance in which an individual is born alive, the statute or rule shall be construed so that whoever undergoes a live birth as the result of an abortion, as defined in s. 253.10 (2) (a), has the same legal status and legal rights as a human being at any point after the human being undergoes a live birth as the result of natural or induced labor or a cesarean section.

(c) Paragraphs (a) and (b) may not be construed to affirm, deny, expand, or contract a legal status or legal right that is applicable to a human being at any point before the human being undergoes a live birth.

**History:** 1975 c. 10, 94; 1977 c. 187 s. 135; 1979 c. 89; 1981 c. 314; 1983 a. 135; 1983 a. 192 s. 304; 1993 a. 486; 1999 a. 32; 2003 a. 110.

**NOTE:** Chapter 89, laws of 1979, which created (5) (b), has a prefatory note by the legislative council which includes a discussion on cross-references.

**Cross Reference:** See s. 401.109 for provision that section titles are part of the commercial code notwithstanding s. 990.001 (6).

**Cross Reference:** As to sub. (4), see s. 801.15 for exception as to computation of time. Also see s. 985.09 (2).

Unless a statute is so vague and uncertain that it is impossible to execute it or to ascertain the legislative intent with reasonable certainty, it is valid. *Forest Home Dodge, Inc. v. Kams*, 29 Wis. 2d 78, 138 N.W.2d 214 (1965).

When the legislature enacts a statute, which through clerical error, refers to, and by its terms amends, a preexisting statute that had earlier in the same legislative session been renumbered, and there is no issue as to the legislative intent and no doubt that correcting the clerical error in numbering is the only means of having the statute

serve the purpose intended, a court is duty bound to rectify the error and substitute the right number for the wrong number used in the statute. *State ex rel. Gutbrod v. Wolke*, 49 Wis. 2d 736, 183 N.W.2d 161 (1971).

The general rule is that a specific penalty prescribed by a special statute for a particular offense takes precedence over a general provision in a penal code. *State ex rel. Gutbrod v. Wolke*, 49 Wis. 2d 736, 183 N.W.2d 161 (1971).

If a statute imposes a punishment for the commission of an act, that is sufficient to make the act a crime. *State ex rel. Gutbrod v. Wolke*, 49 Wis. 2d 736, 183 N.W.2d 161 (1971).

Statutory construction requires that a law be construed so that no word or clause is surplusage. *Johnson v. State*, 76 Wis. 2d 672, 251 N.W.2d 834 (1977).

When a limitation period would otherwise expire on a legal holiday, s. 990.001 (4) (b) permits commencement of the action on the next secular day. *Cuisinier v. Sattler*, 88 Wis. 2d 654, 277 N.W.2d 776 (1979).

When a statute is written in objective terms not susceptible to more than one meaning, the subjective intent of lawmakers is not controlling. *State v. Derenne*, 102 Wis. 2d 38, 306 N.W.2d 12 (1981).

Registered mail serves the purpose of certified mail to an even greater degree. *Paterson v. Board of Regents*, 103 Wis. 2d 358, 309 N.W.2d 3 (Ct. App. 1981).

A sender's receipt need not be postmarked. *Trojan v. Board of Regents*, 104 Wis. 2d 277, 311 N.W.2d 586 (1981).

When a contemporaneous report or other document from a non-legislative agency or private party forms a vital link in the chain of legislative history of a statute, it may be used to determine legislative intent. *Ball v. District No. 4, Area Board*, 117 Wis. 2d 529, 345 N.W.2d 389 (1984).

A court may consider titles of statutes to resolve doubt as to statutory meaning. *In Interest of C.D.M.* 125 Wis. 2d 170, 370 N.W.2d 287 (Ct. App. 1985).

A reference to a general federal law as amended necessarily references current federal law when the act named in the state statute had been repealed and the law rewritten in another act. When a reference is stated as part of a contingency, it does not constitute unlawful delegation of legislative authority to the U.S. Congress. *Dane County Hospital & Home v. LIRC*, 125 Wis. 2d 308, 371 N.W.2d 815 (Ct. App. 1985).



**KRAUSE FUNERAL HOME CREMATION SERVICES INC.  
POLICIES, PROCEDURES AND REQUIREMENTS**

The cremation, processing and disposition of the remains of the deceased shall be performed in accordance with all governing laws, and the policies, procedures and requirements of Krause Funeral Home Cremation Services Inc. (hereinafter referred to as Crematory).

This document describes many of the policies and requirements of Crematory and is incorporated in our Cremation Authorization and Disposition Form. We suggest you take the time to read this document carefully before executing the Cremation Authorization and Disposition Form.

**KRAUSE FUNERAL HOME CREMATION SERVICES INC.  
REQUIREMENTS FOR CREMATION**

Cremation will take place only after all the following conditions have been met.

1. Any scheduled ceremonies or viewings have been completed.
2. 48 hours have transpired since the death occurred.
3. Civil and medical authorities have issued all required permits.
4. All necessary authorizations have been obtained, and no objections have been raised.

**CASKETS/CONTAINERS**

Crematory requires either a casket or an alternative (cremation) container for cremation. All caskets and alternative containers must meet the following standards: 1) be composed of materials suitable for cremation; 2) be able to be closed to provide a complete covering for the human remains; 3) be resistant to leakage or spillage; 4) be sufficient for handling with ease; and 5) be able to provide protection for the health and safety of crematory personnel. 6) Metal caskets are not acceptable.

Many caskets that are comprised primarily of combustible material also contain some exterior parts, e.g., decorative handles or rails, that are not combustible and that may cause damage to the cremation equipment. Crematory, at its sole discretion, reserves the right to remove these noncombustible materials prior to cremation and to discard them with similar materials from other cremations and other refuse in a non-recoverable manner.

**PACEMAKERS, PROSTHESES AND RADIOACTIVE DEVICES**

Pacemakers and prostheses, as well as any other mechanical or radioactive devices or implants in the decedent, may create a hazardous condition when placed in the cremation chamber. It is imperative that pacemakers and radioactive devices be removed prior to cremation. If the funeral home is not notified about such devices and implants, and not instructed to remove them, then the person(s) authorizing the cremation will be responsible for any damages caused to Crematory or crematory personnel by such devices or implants.

**THE CREMATION PROCESS**

All cremations are performed individually. Exceptions are only made in the case of close relatives, and then only with the prior written instructions of the Authorizing Agent(s).

Cremation is performed by placing the deceased in a casket or other container and then placing the casket or container into a cremation chamber or retort, where they are subjected to intense heat and flame. During the cremation process, it may be necessary to open the cremation chamber and reposition the deceased in order to facilitate a complete and thorough cremation. Through the use of a suitable fuel, incineration of the container and contents is accomplished and all substances are consumed or driven off, except bone fragments (calcium compounds) and metal (including dental gold and silver and other nonhuman material) as the temperature is not sufficient to consume them.

Due to the nature of the cremation process any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prosthesis or dental bridgework), that are left with the decedent and not removed from the casket or container prior to cremation will be destroyed or if not destroyed, will be disposed of by Crematory. As the casket or container will not normally be opened by Crematory (to remove valuables, to allow for final viewing or for any other reason), arrangements must be made with the funeral home to remove any such possessions or valuables prior to the time that the decedent is transported to Crematory.

Following a cooling period, the cremated remains, which will normally weigh several pounds in the case of an average size adult, are then swept or raked from the cremation chamber. Crematory makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind.

In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility.

After the cremated remains are removed from the cremation chamber, all non-combustible materials (insofar as possible), such as bridgework, and materials from the casket or container, such as hinges, latches, nails, etc., will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by Crematory with similar materials from other cremations in a non-recoverable manner.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized). This process of crushing or grinding may cause incidental commingling of the remains with the residue from the processing of previously cremated remains. These granulated particles of unidentifiable dimensions will be virtually unrecognizable as human remains.

#### **URNS/CONTAINERS**

After the cremated remains have been processed, they will be placed in the designated urn or container. Crematory will make a reasonable effort to put all of the cremated remains in the urn or container, with the exception of dust or other residue that may remain on the processing equipment. In the event the urn or container provided is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions on the Cremation Authorization and Disposition Form.

Crematory requires that all urns or containers provided be appropriate for shipping or permanent storage, and that in the case of an adult, it is recommended that the urn or container be a minimum size of 200 cubic inches. If such an urn or container is not provided for the cremated remains, then Crematory will place the cremated remains in a container designed for shipping or permanent storage.

#### **FINAL DISPOSITION**

Cremation is NOT final disposition, nor is placing the cremated remains in storage at a funeral home final disposition. The cremation process simply reduces the decedent's body to cremated remains. These cremated remains usually weigh several pounds and usually measure in excess of 150 cubic inches. Some provision must be made for the final disposition of these cremated remains. Therefore, Crematory strongly suggests that arrangements for final disposition be made at the time that the cremation arrangements are made and that the cremation Authorization and Disposition Form is completed.

If the option selected for final disposition includes scattering, then the cremated remains will not be recoverable. If scattering is performed in a common area, then the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

#### **LIMITATION OF LIABILITY**

The obligations of Crematory shall be limited to the cremation of the decedent and the disposition of the decedent's cremated remains as authorized on the Cremation Authorization and Disposition Form. No Warranties Express or Implied are Made and Damages Shall be Limited to the Amount of the Cremation Fee Paid.

7/11/05 From Sarah (Rep. Kerkman's aide)

Do not work further on this proposal until she sends over the Ohio law on wh/ they want the bill based.



7/27 From Sarah - Rep Kerkman's office - <sup>promised</sup> early September

Individuals may fill out form re burial, cremation, interment, donation to science  
✓ may include service arrangements

May designate agent to ensure is carried out  
If no choice is made, would follow sequence originally in AB 75

Form to be signed by agent

Witnessed by 2 or notarized

→ signature by agent

" " principal

Form to be in statute; not necessary to be followed

May not knowingly dispose of body inconsistent w/ declaration, except for affordability or realistic possibility of being carried out

Penalty - like living will penalty

Exempt: funeral directors  
from liability of carrying out wishes of deceased  
ceteries  
crematory operators  
deing agents