

# PET CREMATORY AGREEMENT BETWEEN VETERINARIAN CLINIC & CREMATORY

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_  
(hereinafter referred to as "Clinic") and  
\_\_\_\_\_  
(hereinafter referred to as "Crematory").

## RECITALS

**WHEREAS**, Clinic is engaged in the business of providing services to pet owners, including the arrangement of cremation services for the pet owner's pet at the time of death; and

**WHEREAS**, Crematory is engaged in the business of performing cremations of deceased pet remains; and

**WHEREAS**, Clinic and Crematory desire to enter into this agreement to perform cremation services for pet owners desiring such services, and to insure moral and ethical conduct to said pet owners.

**NOW, THEREFORE**, in consideration of the mutual promises and the covenants contained herein, the parties hereby agree as follows:

### **1. LEGAL COMPLIANCE**

**CLINIC:** Clinic agrees to comply with all applicable state, federal and local laws and regulations pertaining to the operation of its facilities and performance of its services hereunder. In addition, Clinic agrees that all pet remains will be handled in a respectful and dignified manner. Clinic acknowledges and agrees that it has in place, and will at all times adhere to, policies and procedures designed to ensure proper identification of pet remains. The procedures include a system through which the identity of pet remains can be confirmed at any time the remains are in the custody of the Clinic. The procedures also include a policy that the pet owner shall sign any and all applicable authorization forms allowing the cremation of their pet. When delivering pet remains to Crematory for cremation, Clinic agrees to provide Crematory with the appropriate documentation evidencing authorization to cremate the pet remains. The person or persons who has the legal right to control the disposition of the pet remains must execute such authorization. In addition, Clinic agrees to deliver pet remains to Crematory with proper identification and to confirm to Crematory at the time of such delivery of any personal effects on the pet remains, as inventoried in writing, with such writing furnished to Crematory.

**CREMATORY:** Crematory agrees to comply with all applicable state, federal and local laws and regulations pertaining to the operation of its facilities and performance of its services hereunder. In addition, Crematory agrees that all pet remains it receives on behalf of the Clinic will be handled in a respectful and dignified manner. Crematory acknowledges and agrees that each pet shall be cremated according to the specific instructions as set forth in the authorization that is completed by the proper individual. Crematory acknowledges and agrees that it has in place, and will at all times adhere to, policies and procedures designed to ensure proper identification and proper cremation of all pet remains. The procedures include means through which the identity of remains can be confirmed at any phase of the cremation process and at any time the remains are in the custody of the Crematory.

**2. INSPECTIONS**

Clinic shall permit Crematory personnel to perform inspections of Clinic's facilities, including its records and equipment used in connection with the Clinic's services at any time during normal business hours. With respect to customer's records, Clinic shall permit Crematory personnel to perform inspections of Clinic's records relating to deceased pets whose cremation is, was, or may be handled by the Crematory.

Crematory shall permit Clinic personnel to perform inspections of Crematory's facilities, including its records, vehicles and equipment used in connection with cremation services at any time during normal business hours; provided, however, that with respect to Customer records, Crematory shall permit Clinic personnel to perform inspections of Crematory's records relating to cases referred to Crematory by Clinic.

**3. INSURANCE**

During the period that this Agreement is in effect, Clinic and Crematory agree to maintain the following individual insurance coverage:

- a. Automobile Liability insurance covering owned, non-owned, borrowed, leased and hired vehicles, in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
- b. Comprehensive general liability insurance covering premises/operations, contractual liability, products and completed operations and professional liability in the amount of at least \$500,000 for each occurrence of bodily injury and property damage (Combined Single Limited Coverage). Said bodily injury to include, but not be limited to, mental anguish.
- c. Workers' Compensation Insurance at statutory limits and Employer's Liability Insurance covering bodily injury by accident in the amount of \$500,000 for each accident, bodily injury by disease in the amount of \$500,000 for each employee and bodily injury by disease in the amount of at least \$500,000 for policy limits.
- d. Excess/Umbrella Liability with limits of \$1,000,000 per occurrence. The Excess/Umbrella Liability should follow the coverage form of the scheduled underlying policies.

The insurance policies shall name the other party as an additional insured and provide that the other party will receive written notice thirty (30) days in advance of any cancellations or material changes of said insurance coverage. Either party shall, upon execution of this Agreement, furnish the other party with certificates evidencing the existence of such coverage. Such insurance will be provided by an insurance company with an "A" rating or better. Failure to provide such certificates shall be deemed as a material breach of this Agreement. It is hereby noted and agreed that the above-referenced policies shall be considered primary to any similar insurance held by third parties in respect of work performed or services provided by you (Insured), under written contract or as evidenced by a certificate of insurance with said third parties.

**4. PRICES**

Crematory agrees to perform cremation services pursuant to Exhibit A of this Agreement (attached).

**CREMATORY AGREEMENT**

**Page 3 of 3**

**5. TERM**

The term of this Agreement shall commence upon the execution hereof by Clinic and Crematory, and may be terminated by written notice by either party at any time.

**6. INDEMNITY AND HOLDHARMLESS**

Clinic agrees to indemnify, release, defend and hold the Crematory, its affiliates and their respective agents, employees, officers and directors, harmless from any and all loss, damages, liability or causes of action (including attorneys' fees and expenses of litigation) in connection with the services provided by Clinic, and for violations of its obligations pursuant to this Agreement. The obligations under this Section 6 shall survive any termination of this Agreement.

Crematory agrees to indemnify, release, defend and hold the Clinic, its affiliates and their respective agents, employees, officers and directors, harmless from any and all loss, damages, liability or causes of action (including attorneys' fees and expenses of litigation) in connection with the services provided by Crematory, and for violations of its obligations pursuant to this Agreement. The obligations under this Section 6 shall survive any termination of this Agreement.

**7. INDEPENDENT CONTRACTOR**

Crematory agrees, in performing its services pursuant to this Agreement, that it shall be deemed an independent contractor. Nothing contained herein shall indicate the parties have any relationship other than as set forth in this paragraph. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CLINIC: \_\_\_\_\_

CREMATORY: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE: This sample form is a suggested guideline only. You are strongly encouraged to consult with your own legal counsel in the drafting, adoption and implementation of this or any form for your business.**

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If you have questions about this form or its use, you may contact Lemasters Consulting at [info@LemastersConsulting.com](mailto:info@LemastersConsulting.com) or call at 513-407-8114.

If you have suggestions or requests for additional forms, you may contact ICCFA or email your suggestions/requests to [forms@iccfa.com](mailto:forms@iccfa.com).