

INDEMNIFICATION FOR SERVICE OF FOOD AND/OR ALCOHOL

1. **PARTIES:**

“FUNERAL HOME”: _____
(Name of Funeral Home)

“REPRESENTATIVE”: _____
(Name of Representative) (Use Space Below for Additional Names)

“DECEDENT”: _____ “DEPOSIT”: _____
(Name of Decedent) (Dollar Amount of Deposit)

2. **RELATIONSHIP OF REPRESENTATIVE:** The REPRESENTATIVE warrants and represents to the FUNERAL HOME that the relationship between the REPRESENTATIVE and the DECEDENT is as follows: (Check the appropriate box)

- Spouse Next-of-Kin (Closest Living Relative)
- Personal Representative of the Next-of-Kin with written authorization of Next-of-Kin to act on his or her behalf.
- Other: _____

3. **AUTHORITY OF REPRESENTATIVE:** The REPRESENTATIVE warrants and represents to FUNERAL HOME that the REPRESENTATIVE is the person or the appointed agent of the person who by law has the paramount right to arrange the funeral and disposition of the DECEDENT and that no other person(s) has a superior right over the right of the REPRESENTATIVE.

4. _____ **FOOD SERVICE:** By initializing this section, REPRESENTATIVE has indicated to FUNERAL HOME that
(Initials)
REPRESENTATIVE will be offering food and beverages to attendees of the ceremonies or services for the DECEDENT at the FUNERAL HOME and will be solely responsible for its safe preparation, offering, removal and clean-up.

5. _____ **ALCOHOL:** By initializing this section, REPRESENTATIVE has indicated to FUNERAL HOME that
(Initials)
REPRESENTATIVE will be offering alcoholic beverages to attendees of the ceremonies or services for the DECEDENT at the FUNERAL HOME and will be solely responsible for its safe and lawful preparation, offering, removal and clean-up. REPRESENTATIVE warrants that alcoholic beverages will not be sold and will not be served or consumed by persons under the age of 21 or anyone who is intoxicated.

6. **DEPOSIT:** REPRESENTATIVE has paid the DEPOSIT to the FUNERAL HOME. All or part of the DEPOSIT will be applied by the FUNERAL HOME toward the cost of the cleaning up and/or repairing any damage caused by the service of food and beverages. If FUNERAL HOME determines there is no clean-up or repair cost, the DEPOSIT shall be returned to REPRESENTATIVE. If the DEPOSIT is not sufficient to cover clean-up and repair costs, the REPRESENTATIVE and the estate of the DECEDENT will be responsible for the additional costs.

7. **REGULATIONS:** REPRESENTATIVE agrees to abide by all other rules and regulations of the FUNERAL HOME regarding food, beverage, and alcohol consumption. REPRESENTATIVE acknowledges and agrees that the FUNERAL HOME has provided REPRESENTATIVE with a copy of those regulations, that REPRESENTATIVE has reviewed and understands them, and that REPRESENTATIVE will abide by them.

8. **INDEMNIFICATION:** The REPRESENTATIVE agrees to indemnify and hold harmless the FUNERAL HOME from any claims or causes of action for personal injury, or illness, death, property damage, costs and attorneys fees directly or indirectly arising from or arising or related in any respect to the service of food, beverages, and alcohol to the attendees at the FUNERAL HOME, including, but not limited to any dram shop liability.

DATE:

SIGNATURE OF REPRESENTATIVE:

ADDITIONAL REPRESENTATIVES

<u>Name</u>	<u>Relationship to Decedent</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____