

## **TRADE EMBALMER AGREEMENT**

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_ between STE Services, Inc., Embalmers License #EMB9409, with an address at 325 Merganser Dr. #1747, Suisun City, CA 94585 (“Contractor”) and \_\_\_\_\_, \_\_\_\_\_ (“Funeral Home”), with Contractor and Funeral Home collectively referred to as the “Parties”.

WHEREAS Contractor provides various mortuary services including the preparation and embalming of deceased;

WHEREAS Funeral Home has elected to engage Contractor to provide it with preparation and embalming services on an as needed basis; and

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to following terms and conditions.

**1. Scope of Work** As is requested by the Funeral Home, Contractor agrees to prepare and embalm the deceased. In connection therewith, Contractor agrees that it is responsible for all aspects of the preparation and embalming of the deceased including, but not limited to, the utilization of the proper methods, materials, and equipment. Moreover, Contractor agrees to properly document and prepare an embalming case report for each deceased and to provide a copy to Funeral Home as requested. Moreover, Funeral Home agrees to provide necessary documentation to complete embalming to include; Embalming Authorization, Case Prep Form, photo of deceased in current state and current photo of deceased as reference photo. Moreover, Funeral Home agrees to place deceased on embalming table with all garments removed prior to embalming. Moreover, the Funeral Home agrees to maintain the preparation room to include; trash receptacle maintenance, prep room maintenance and overall upkeep of prep room and equipment. Moreover, the Funeral Home agrees to place decedent in refrigeration 48 hours after embalming. Moreover, additional services are provided on a case by case analysis. At all material times to the preparation and embalming of the deceased, Contractor agrees that it will maintain communication with Funeral Home, its Managing Partner, and its funeral directors.

**2. Payment** Funeral Home will pay to Contractor: (1) \$425 for the preparation and embalming of a deceased that has not been autopsied, and (2) \$525 for the preparation and embalming of a deceased that has been autopsied, and (3) \$625 for the preparation and embalming of a deceased that is a donor, and (4) \$75 for the preparation of an embalming report only at the request of Funeral Home. Each of the fees listed above are inclusive of the fluids and materials necessary to complete the embalming and related services. **Payment to be submitted in full only via electronic payment prior to services being rendered.**

**3. Quality of Service** All work must be completed in a high-quality workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work and services provided must be performed by individuals duly licensed and authorized by law to perform the work or services. Contractor agrees, while on Funeral Home’s premises, to observe Funeral Home’s rules and regulations relating to security of, access to or use of the premises. Moreover, Contractor agrees that he must act and dress in a professional manner at all times he is representing Funeral Home.

**4. Independent Contractor** Contractor is, and at all times material hereto, will be, an independent contractor with respect to the services offered and work performed hereunder. Neither this Agreement nor any act or omission of Contractor or Funeral Home, nor any course of dealing or practice will be interpreted as creating, or will be deemed to create, any employer/employee, principal/agent, partnership, joint venture, or other relationship between Contractor and Funeral Home. Contractor has and hereby retains the right to exercise full control over the employment, direction, and discharge of all persons assisting Contractor in the execution of the work performed hereunder. Neither Contractor nor any such persons assisting Contractor will be entitled to workers’ compensation, retirement, insurance, or other benefits afforded to the employees of Funeral Home. Contractor must pay its own taxes and must make all legally required tax deposits for the benefit of its employees.

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**5. Insurance** Contractor warrants it is adequately insured for injury to its employees, subcontractors and any others incurring loss or injury as a result of the acts or instructions of Contractor or its employees and subcontractors. Contractor must maintain in full force and effect, at their own cost and expense and in a form reasonably acceptable to Funeral Home and provide proof of insurance in the following amounts:

Workers' Compensation Insurance	California Statutory Amount
Professional Liability Insurance	\$1,000,000
Commercial General Liability	\$2,000,000
Insurance Automobile Liability	\$1,000,000

Insurer must agree that thirty days notice of cancellation for non-payment of premium will be given to Funeral Home.

**6. INDEMNIFICATION** Contractor agrees to indemnify and hold Funeral Home and its Affiliates harmless from any and all loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from the negligence or intentional misconduct of Contractor or Contractor's employees, contractors or subcontractors, including but not limited to any such loss, cost, liability, or expense arising out of or resulting from any claim brought by a third party or Contractor employee against Funeral Home, except to the extent such loss or claim is as a result of the sole negligence or intentional misconduct of Funeral Home. Funeral Home agrees to indemnify and hold Contractor and its Affiliates harmless from any and all loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from the negligence or intentional misconduct of Funeral Home or Funeral Home employees or subcontractors (excluding Contractor and those employees, contractors, and subcontractors of Contractor), including but not limited to any such loss, cost, liability, or expense arising out of or resulting from any claim brought by a third party or Funeral Home employee against Contractor, except to the extent such loss or claim is as a result of the negligence or intentional misconduct of Contractor.

**7. Forum** This Agreement will be construed and enforced in accordance with the laws of the State of California. Any legal proceeding initiated in connection with this Agreement must be brought in a forum consisting of either the United States District Court, located in the Northern District of California, or in the Superior Court for Contra Costa County, California.

**8. ARBITRATION AGREEMENT.** Contractor and Funeral Home agree that any and all disputes arising out of or in connection with the present contract must be submitted to and finally resolved by mandatory and binding arbitration governed by the provisions of the Federal Arbitration Act and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. As used herein, "dispute" means all claims, demands, disputes, controversies, and differences, whether in contract or in tort that may arise between the parties to this contract including, but not limited to, the interpretation of this Arbitration Agreement and any disagreement arising out of or related to the interpretation, enforcement or breach of the contract. An arbitration proceeding initiated under this Arbitration Agreement will be conducted by a panel of three arbitrators. The first arbitrator will be selected by Contractor, the second will be selected by Funeral Home, and the third by the two party-selected arbitrators. The arbitration must be held in such place that is agreed upon by both Contractor and Funeral Home. Each party to the arbitration will bear the costs and expenses of the arbitration equally and will be responsible for their own attorney's fees unless the arbitrators make a finding otherwise. The decision of the arbitrators will be final, binding and non-appealable, except that such decision and the satisfaction thereof may be enforced by the prevailing party in any court of proper jurisdiction. Contractor and Funeral Home agree to give up the right to litigate in court, the right to a jury trial, as well as any right to an appeal.

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**9. Binding Effect** This Agreement is binding upon all Parties hereto, their respective legal representatives, successors, and assigns. This Agreement may not be assigned.

**10. Complete Agreement** Amendments; Counterparts. All of the terms, covenants and conditions of this Agreement between the Parties relating to the obligations of the Parties and the relationship of the Parties are set forth in this Agreement and there are no other warranties, obligations, covenants, or understandings between the parties. No amendment, alteration, modification, or waiver of all or an part of this Agreement will be of any force or effect unless in writing and signed by all of the Parties hereto. This Agreement may be executed and delivered (including by facsimile, portable document format (pdf) or other electronic means) by the parties in one or more counterparts, all of which, when so executed and delivered, will be enforceable against the parties actually executing such counterparts, and all of which, when taken as a whole, will constitute one and the same agreement.

**11. Invalid Provisions** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Agreement must be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions set forth herein and have caused this Agreement to be executed on the date written first above.

**STE SERVICES, INC.**

**“Contractor”**

\_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed name)

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

\_\_\_\_\_  
**“Funeral Home”**

\_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed name)

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

Initial: \_\_\_\_\_  
Initial: \_\_\_\_\_