Mission City Memorial Park
City of Santa Clara
Parks and Recreation Department

AUTHORIZATION TO DISINTER

Upon request by the proper authority, a decedent interred at Mission City Memorial Park (MCMP) may be removed from their grave, niche, or crypt and transferred to another location.

Authority to take action on a grave, niche, or crypt:

1. Written permission from the owner of the grave, niche, or crypt is required to take action.
2. If permission is signed in the presence of MCMP staff, signature does not need to be notarized. (Photo ID is required.)
3. If permission is signed outside of the presence of MCMP staff, please notarize signature.
4. If owner is deceased, provide their death certificate, and initiate contact with their next of kin for authorization.

Authority to disinter:

1. Written permission from the decedent's next of kin is required to disinter.
2. If permission is signed in the presence of MCMP staff, signature does not need to be notarized. (Photo ID is required.)
3. If permission is signed outside of the presence of MCMP staff, please notarize the signature.
4. If decedent's next of kin is deceased, provide their death certificate and initiate contact with their next of kin for authorization.

All required paperwork is to be completed and submitted to the City's sole satisfaction and payment is to be made in full prior to the City initiating any work. Please complete this form for each request.

Owner of grave, niche, or crypt:	
Name:	Original owner is alive and competent: Yes____ No ____
Address:	City, State, Zip:
Phone:	Email:
Owner's Signature:	Date:
Decedent's information:	
Name of decedent:	Date of interment:
MCMP invoice number:	Type of interment: Casket_____ Cremation_____
Location of grave, crypt, or niche within MCMP	
Section:	Row/Tier: Niche/Grave/Crypt #:
Decedent's Next of Kin:	
Name of decedent's next of kin:	
Address:	City, State, Zip:
Phone:	Email:
Next of kin signature:	Date:

Disinterment process:

- I understand that offensive odors or highly unpleasant sights or conditions may be an inevitable part of the disinterment process.
- I acknowledge that a casket may disintegrate in the course of the disinterment process or that the outer burial container may be damaged or made unusable during the course of the procedure.
- If the remains are to be re-casketed or re-interred into a new outer burial container, I understand, accept, and allow MCMP to dispose through any legal manner any uncollected or unusable materials left by the disinterment process.
- I agree not to engage in any activity that will endanger me or others conducting the disinterment.
- I agree to follow all instructions given by a City representative.
- The process of disinterring casketed remains will be supervised by a licensed funeral director.
- I am responsible for all costs associated with disinterment.

Complete both sides of form.

Please initial your preference:

I will witness the disinterment: _____

I will not witness the disinterment: _____

I will not witness the disinterment; Instead, I nominate _____ to represent me.

I will not witness the disinterment and will not have a representative present: _____

Destination of remains:

Casketed remains may be sent to a funeral home or cemetery.
Cremated remains may be mailed or picked up at MCMP.
Requestor is responsible for charges to ship, package, and insure cremains.

I will pick up cremains at MCMP. _____ (initial) Please ship cremains to the address below: _____ (initial)

Ship remains to:	
Funeral home/cemetery:	Funeral director:
Street Address:	City, State, Zip:
Phone:	FAX:

Disposition of grave, niche or crypt:

I understand I can only resell the grave, niche, or crypt to the City of Santa Clara. The City of Santa Clara will reimburse the amount of the original purchase, less a processing fee where applicable; perpetual care (endowment) is not refundable.

I would like to resell the grave, niche, or crypt to the City of Santa Clara. _____ (initial)

Release of Liability:

To the extent permitted by law, the undersigned agrees to protect, defend, hold harmless and indemnify the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from undersigned's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the work requested by the undersigned.

By signing below I attest that I have the right, duty and responsibility to make disinterment arrangements for the decedent named above and that the foregoing information is true and correct under penalty of perjury under the laws of the State of California.

_____

Requestor's signature Date

Original, wet-ink signature is required. If signed outside the presence of MCMP staff, affix a NOTARY STAMP below.