CJCS Living Our Mission

Purchaser Secondary Signature

Date

IRREVOCABLE OPTION: I am signing this statement to know	vingly and intentionally waive and renounce my right to cancel this contract. I understand that if I
sign here, the trust will be irrevocable, and I will not be entitled t	to a refund of any money I have paid. I certify that I have read the disclosure notice to applicants
of SSI/SSP benefits, and I am waiving my right to cancel this con	stract because I want to qualify for public assistance such as Medicaid, Supplemental Security
Income, or other assistance.	
(Purchaser's Signature)	Date:

#### **FUNERAL DISCLOSURES**

FUNERAL GOODS & SERVICES: CFCS will provide the selected funeral plan and items as shown in this Agreement, unless factors beyond its control prevent it from doing so. CFCS will furnish the services and brands associated with the funeral plan and items selected or, if those are unavailable, goods and services of equal quality, value, and workmanship. The funeral portion of this Agreement is revocable unless the Purchaser indicates otherwise by signing in the space provided in this Agreement.

AMOUNT TO BE TRUSTED / EARNED ANNUAL INCOME: Of the Funeral Plan Total, CFCS will place amounts contributed by the Purchaser in a trust with ClearPoint Federal Bank & Trust ("ClearPoint" or the "Trustee"). The deposit shall be made within thirty (30) days. The earned annual income on the funds received under this Agreement and placed in trust will be credited to the Purchaser's account. Administrative expenses, if charged, will be paid from income only. GUARANTEED GOODS & SERVICES: If funeral goods and services are designated as being GUARANTEED, CFCS agrees to accept the funds available in the Trust as full payment for the funeral goods and services selected in this Agreement, even if the retail price for those items or services at the time of need is greater than the funds available. CFCS is not entitled to receive any trust funds attributable to Non-Guaranteed items or services, including any growth attributable pro rata to such Non-Guaranteed items or services to cover the retail price of Guaranteed items and services.

NON-GUARANTEED GOODS & SERVICES: If funeral services or items are NON-GUARANTEED, then CFCS does not guarantee the price of those items. Instead, Purchaser will pay an amount equal to the cost of the goods and services selected in this Agreement based on the retail price of the selected goods and services at the time of need. CFCS has no way of predicting what the prices will be at the time of need, and so the amounts are estimations, and are subject to change in the future. Any funds paid to the Trust are only a deposit to be applied, together with accrued income less any fees, taxes and income distributions, toward the final price of the goods and services contracted for. Any additional cost for Non-Guaranteed items or services will be charged to Purchaser, Purchaser's survivors, or Purchaser's estate, after the services are provided. Any additional items chosen which are not specifically included in this Agreement will be paid for when the funeral goods and services are provided.

CANCELLATION AFTER THIRTY (30) DAYS: Any cancellation of this Agreement by Purchaser after thirty (30) days, or change of Funeral Provider, may entitle CFCS to recover a cancellation fee not to exceed ten percent (10%) of the paid-in corpus which is chargeable against earned income only. No such cancellation fee will be charged if CFCS is unable to perform in accordance with the terms of this Agreement. If this Agreement is so canceled, the Purchaser will receive the corpus of the trust within fifteen (15) days from CFCS receipt of written cancellation pursuant to applicable state law. No cancellation fee may be charged if CFCS is unable to perform substantially according to the terms of this Agreement.

RELOCATION: If the Purchaser changes his/her primary residence to a location outside of this state, it may be necessary to execute a new Agreement. If the Irrevocable Option has been selected, any change of Funeral Provider or the execution of a new Agreement may not alter the irrevocable nature of this Agreement, and any waiver of the Purchaser's rights to cancel the trust may remain in effect, pursuant to applicable state law.

CHANGE OF FUNERAL PROVIDER: If funeral goods and services are provided by someone other than CFCS, the Trustee shall have the right to pay the amount in the Trust to the party that provided the services in accordance with the terms of the Master Trust. Any guarantees for funeral goods and services may not apply in such event.

CHANGE OF BENEFICIARY: At any time before the death of the Beneficiary, Purchaser may designate a new Beneficiary for whom the agreed upon goods and services will be provided by providing written notice to CFCS.

DEFAULT BY PURCHASER: If payments become more than thirty (30) calendar days in arrears, any guarantees regarding this Agreement shall lapse. In such event, the Purchaser shall be responsible for paying any additional amount owed.

FAILURE OF PERFORMANCE: If for any reason, CFCS cannot or does not perform the goods and services stated in this Agreement after the death of the Beneficiary and a request to CFCS to provide the goods and services, and the Purchaser, family member, or next of kin provides such goods or services on behalf of the Beneficiary through alternative means, then Purchaser or the family member or next of kin who arranged for the goods or services shall be entitled, after providing an affidavit to the Trustee, to receive the amount of money on deposit for this Agreement.

EXONERATION: ClearPoint shall not be responsible for the provision of goods and services by CFCS. Delivery by ClearPoint of all assets held by ClearPoint hereunder to CFCS in accordance with this Agreement shall relieve ClearPoint of liability under its Master Trust and this Agreement. Purchaser, for him/herself and for his/her beneficiaries, heirs, personal representatives and assigns, agrees that no claim or demand of any kind or nature whatsoever shall be made upon or asserted against ClearPoint, resulting from or arising out of any act or omission of the Funeral Provider.

LIMIT ON DAMAGES: CFCS will not be liable for special or consequential damages. A claim based on anything CFCS provides or does under this Agreement shall not exceed the price charged for a particular item involved in the claim.

DISBURSEMENT: CFCS is required to furnish to Purchaser, within fifteen (15) days of receiving a written request, a written statement of all contributions made. Any assets held by ClearPoint as part of the Trust shall be delivered to CFCS within thirty (30) days after CFCS provides a certified copy of the death certificate and CFCS and a witness have certified in writing that CFCS has provided the goods and services under this Agreement. If Purchaser dies or becomes incompetent or incapacitated, his/her rights under this Agreement may be exercised by his/her legal representative or other person designated in the Agreement. ACKNOWLEDGMENT: CFCS may request that certain taxes be paid from the Trust earnings. This may reduce the funds available to Purchaser to pay for the funeral. By executing this Agreement, Purchaser acknowledges and certifies that: (a) he/she has read this Agreement; (b) the social security number and other personal information provided herein is true and correct as of the date hereof; (c) he/she is not subject to any mandatory withholding of income requirement imposed by the Internal Revenue Service; (d) he/she is aware of the Trustee's obligation to report any income earned on account of this trust to the Internal Revenue Service and appropriate state taxing authorities; (e) he/she was given a current General Price List prior to discussing, or upon beginning discussion of, funeral arrangements or the selection of any funeral goods or services; and (f) he/she was shown a Casket Price List and an Outer Burial Container Price List prior to discussion, or upon beginning discussion of, caskets or outer burial containers. By signing this Agreement CFCS is creating a funeral planning trust for the benefit of Purchaser. Such Trust is governed solely by the terms of the ClearPoint Federal Bank & Trust Funeral Planning Master Trust Agreement, all the terms of which are incorporated herein by reference and made a part hereof. This Agreement is not accepted by ClearPoint until it is received in ClearPoint's home office located in Batesville, Indiana. The Trustee is permitted to receive reasonable compensation in accordance with the Master Trust. Upon distribution of all assets held in the Trust, this Agreement shall terminate, the Trust shall terminate, and the parties shall have no further duties or obligations under this Agreement or the Master Trust.

NOTICE TO APPLICANTS OF SSI/SSP BENEFITS: If you are considering the purchase of an irrevocable trust to fund burial expenses and are also applying for SSI/SSP benefits, please be advised that the SSI/SSP program places limits on irrevocable burial trusts that are more restrictive than those placed by Medi-Cal, according to guidelines in effect in California as of December2017. These limits may affect your eligibility for SSI/SSP benefits. You should contact your local Social Security Field office (for locations call 1-800-772-1213) to find out if you will be affected by California Welfare & Institutions Code Section 12152(e); and Section SI 01130.410 of the SSI Program Operations Manual System (POMS) (https://secure.ssa.gov/poms.nsf/lnx/0501130410).

### **CEMETERY DISCLOSURES**

OWNERSHIP OF BURIAL RIGHTS: All rights herein are granted to Purchaser, who shall retain all rights of interment. The only exception will be where the Purchaser assigns all rights of interment to a named Owner, by indicating that assignment of rights on the first page of this agreement, under "Assignment of Burial Right Ownership", in which case all rights of interment are irrevocably transferred to the named Owner. In the event that a third party (not the Purchaser or Owner listed in this Agreement) pays any of the amounts due under this Agreement, the parties specifically intend that such third party shall not gain any rights of interment under this Agreement. Grave, crypt or niche purchases under this Agreement are for interment or entombment rights only. This Agreement does not grant any real property ownership, as such ownership is expressly retained by CFCS. Burial locations are intended for interment/entombment only. In no case shall Purchaser, or an assigned Owner, have any right to sell, exchange, or in any manner dispose of a grave, crypt or niche, except as provided herein. No rights of interment or entombment will be conferred upon Purchaser or his/her assigned Owner until the burial rights portion of this Agreement is paid in full. Once paid in full, Purchaser or the assigned Owner is entitled to inter of entomb the designated number of human remains, in the designated interment spaces, as permitted by CFCS and specified in this Agreement.

CANCELLATION WITHIN THIRTY (30) DAYS: If the Purchaser wishes to cancel this Agreement, he/she must send a request in writing to the CFCS location identified on the first page. The Purchaser must provide this written request to CFCS within thirty (30) days of the date this Agreement is fully executed. Upon receipt of a timely request for cancellation, CFCS will refund all monies paid by Purchaser in connection with this Agreement. After thirty (30) days, this Agreement may no longer be canceled.  $\begin{array}{c} \text{Date} \\ 10/4/2022 \end{array}$  Please refer to the "Agreement Terms & Conditions" Pamphlet for additional terms and conditions related to this agreement.

### CEMETERY REGULATIONS

### Holy Sepulchre Cemetery & Funeral Center FD1456

1051 Harder Road, Hayward, CA 94542 | (510) 537-6600 | cfcsoakland.org

Thank you for helping to help keep Holy Sepulchre a safe and sacred place to care for all our loved ones. Our regulations exist and are enforced to allow us to manage our cemetery properly and to respect the experience of all visiting families to our beautiful location.

- Fresh Cut & Artificial Flowers are permitted. No more than two arrangements per adult grave are allowed. Additional arrangements will be removed. The cemetery is not responsible for any missing or damaged arrangements.
- 2. Glass & Breakable Items are not permitted. Cemetery staff will remove and discard all glass objects, vases, ceramic pottery, statuary, solar lights, candle holders, toys, pinwheels, balloons and other breakable or hazard items. Alcoholic containers of any kind are not permitted and will be removed.
- Excessive or profane decorations that encroach on neighboring locations are not allowed and will be removed by grounds staff without notice and discarded.
- 4. **Mausoleums** it is not permitted to leave any decoration on floor. Cemetery staff will remove and discard any item affixed to the front of a crypt or niche without notice. Fresh flowers are not allowed in mausoleums.
- 5. Holiday and special event decorations will be removed within 30 days after the event and discarded.
- Oakland Diocese, CFCS and its staff or any cemetery service providers are not responsible for damaged, lost, removed or missing decorations.
- 7. CFCS reserves all rights to tree, shrub, grass and plant planting, management and trimming. No other plants, grass or trees may be added or removed to or from the cemetery.
- 8. **Please report any repairs** to cemetery grounds to the cemetery front office during business hours.
- 9. Family celebrations and social gatherings are allowed under the following conditions. Respect and safety for all neighboring families is required. Gatherings with 5 or more attendees must register with the front office in advance. No alcohol is allowed on the property at any time. Tents, canopies, tables, barbecues loud music, sporting equipment, campfires and coolers are not allowed at any gravesite without advanced notice given to office. Parties and unruly gatherings will be asked to leave the property.

- 10. **Speed limit.** A 10 mile per hour speed limit is enforced on the property.
- 11. Visitors are allowed on cemetery property only during business hours. Cemetery and security staff may advise of closing times and advise to visitors to vacate premises within 15 minutes of closing time. No visitors are allowed outside of opening hours at any part of the property.

CAF

10/4/2022



## Payment Receipt -

CICS Light Dur Mission	Catholic Funeral and Gredit Card A		25
All înformatic	n required - Please pri	at legibly	
Date: 16/4/2022	ال	Onetime	REMAN
Name on Card: First: Cher	s A.	Lest: Fo	REMAN
Billing Address: 3416 C/	hris LN.	. Apī/Suite;	
City: SAN MATEO States		Zip Code:_	94403
Phone: (4/5) 515-899	/8 Email:		
d visa 0		of Michael	DEC AL
Account Number:	_	-6631	
Amounts 9, 257	. <b>46</b> Expîration Da	18/23 est	3

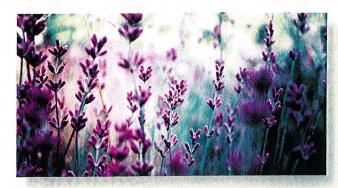
Contract #: CIISY6Z PURY7095Deceased Name: PRE. NEEDPurchaser's Name: ChRis ALAN Foremon  $CIISY6Z = 294 \cdot \frac{19}{2}$   $FIISY6Z = 48,963 \cdot 6\frac{1}{2}$   $TOTAC = 9,257 \cdot 44$ 

# Traditional Funeral Plan

A Traditional Funeral Mass or Funeral Service including: Vigil/Visitation and the Committal.

### Package Includes:

- Basic services of Funeral Director and staff
- Transfer of remains to Funeral Center (Alameda and Contra Costa Counties)
- Use of facilities and staff for one day visitation including vigil
- Use of facilities and staff for Funeral Mass at parish or service at Funeral Center or church
- Committal at Cemetery
- Refrigeration (up to 96 hours)
- Embalming
- Dressing, casketing and cosmetizing
- Funeral coach (hearse)
- Utility/flower vehicle
- Crucifix (If applicable)
- Memorial package





Total Price: \$6,880 (If purchased separately)

Package Discount: \$1,080

Total Package Price: \$5,800

\*NOTE: A general price list with individual pricing for all products and services is available through CFCS.



CATHOLIC FUNERAL & CEMETERY SERVICES

### PERSONAL INFORMATION

NAME (FIR	ST / MIDDLE /	LAST)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		GEND	ER		
Chris Ala	an Foremai	1		X MALE □ FEM				
ADDRESS				BIRTHDAT	ſΕ			
3416 Chr.	416 Chris Lane			Decembe	<b>December 24, 1949</b>			
CITY/STATI	E/ZIP CODE			SOCIAL SI	ECURITY	NUMBER		
San Mate	o, CA 9440	3						
MARITAL S	TATUS			BIRTHPLA	CE (CITY	/ STATE)		
Married								
SPOUSE'S	NAME			WIFE'S MA	AIDEN NA	ME		
Jean Eliza	beth Forer	nan						
FATHER'S I	NAME			FATHER'S	BIRTHPL	ACE		
MOTHER'S	NAME WITH I	MAIDEN NAME		MOTHER'S	BIRTHPI	_ACE		
OCCUPATION	ON (IF RETIRE	ED BEFORE)		EDUCATIO	N (HIGHE	ST LEVEL/DEGREE)		
PARISH/ CH	ПВСН			VETERAN				
TARIOTI OT	ORON			X YES (A	RMY)	□ NO		
CEMETERY	PROPERTY	CEMETERY'S NA	AME	PHONE NU	IMBERS			
X YES	□ №	Holy Sepulchr	e Cemetery	НМ				
CEMETERY	S ADDRESS	/ CITY / STATE / ZI	P CODE	WK				
	IZO RUIZ 3-46	_ 5 7 7 7 7 7 7 7 7 7 7 7		CELL (4	CELL (415) 515-8948			
NAMES OF	FAMILY MEN	IBERS	RELATION		PHONE I	NUMBERS		
ADDITIONA	_ INFORMATI	ON						
<b>Guarante</b>	ed Plan: T	raditional Fune	eral Plan – Visitat	tion – Viewing	– Servic	e – Committal		
\$5,800.00.	Non-Gua	ranteed Cash A	dvances: \$2,600.	00 Casket - \$24	10.00 De	ath Certificates -		
\$12.00 Sta	te Permit -	\$31.21 Sales Ta	nx @ 10.75%.					



### CLR - HA/Holy Sepulchre 1051 Harder Road, Hayward, CA 94542 Phone Fax

Contract #	
Case #	 

## STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Funeral of:		Date of Death:	<del></del>
The items checked represent the funeral services you have selected	IIChanna and	Relationship:	
ranges from a hardboard casket at \$795.00 to a 32 oz copper casket		s in writing below." You may choose a casket from our select Additional units not shown are available from our supplier SECTION R: CASH ADVANCE Non-guaranteed It.	ction which
PACKAGE SERVICES Guaranteed	44	MERCHANDISE AS SELECTED	
Package Traditional Funeral Plan	5,800 0	CASKET: ALTERNATE CREMATION CONTAINER:	2,600
FORWARDING REMAINS TO ANOTHER FUNERAL HOME.		CREMATION URN:	-
RECEIVING REMAINS FROM ANOTHER FUNERAL HOME.		CREMATION URN:	-
PACKAGE DISCOUNT	Incl.	MEMORIAL PACKAGE: ACKNOWLEDGEMENT CARDS	Incl.
	Incl.	REGISTER BOOK	
BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF which includes the arrangement conference with the respon	-	MEMORIAL FOLDERS/PRAYER CARDS	
and if necessary, consultation with the clergy, cemetery of	or crematory	CEOTHING	- Incl.
preparation and securing of proper notices, authorizations	and nermits:	CRUCIFIA	
minimum use of preparation room and sheltering of the re	mains (to 24	OTHER OTHER	<del> </del>
hours): also included is a proportionate share of our overhea	id expenses.		
EMBALMING	Incl.	***************************************	. <u></u>
"If you selected a funeral that may require embalming, such	na a funami	TOTAL MERCHANDISE SELECTED	
with viewing, you may have to pay for embalming. You do	not have to	TOTAL FUNERAL PRICE	·· ·
pay for embalming you did not approve if you selected a	rrangements	OTHER CASH ADVANCE ITEMS	211.21
such as cremation or immediate burial. If we charged for	embalming,	SALES TAX (Merchandise Total: X	
we will explain why below."  Authorized by family Service with viewing Transportation by con	ımon carriar	/O CERTIFIED DEATH CERTIFICATES DCA CREMATION FEE	<u> </u>
OTHER CARE/PREPARATION OF THE BODY		/ CALIFORNIA STATE FILING FEE	12.00
HAIRDRESSING		CORONER'S FEE	
REQUESTED CARE OF UN-EMBALMED REMAINS		CHURCH OFFERING	
REFRIGERATION	Incl	CLERGY HONORARIUM	
EMBALMING/REFRIGERATION		VOCALISTORGANIST	
DRESSING AND COSMETICS	Incl.	NEWSPAPER NOTICES (ESTIMATED)	
OTHER		CONTRA COSTA TIMES	
USE OF FACILITIES & STAFF FOR:		HAYWARD DAILY REVIEW	
VISITATION/VIEWING/VIGIL SERVICE	Incl.	SAN FRANCISCO CHRONICLE OTHER NEWSPAPER	
(Includes initial set up and one day visitation)		OTHER NEWSPAPER	
ADDITIONAL DAYS @ Holy Angels		CEMETERY CHARGES	
IDENTIFICATION VIEWING		CREMATORY CHARGES (Other than C.C.S)	
FUNERAL CEREMONY MEMORIAL SERVICE	Incl.	FLORIST (Est)	-
CHAPEL		LIMOUSINE	
STAFF FOR SERVICES AT CEMETERY		MOTORCYCLE ESCORTS	
STAFF FOR SERVICES AT CHURCH	·	OTHER FUNERAL HOME CHARGES	
STAFF FOR SERVICES AT CHURCH SERVICE DIRECTOR	-	AIRLINE or OTHER TRANSPORTATION	·
PERMANENT PLACEMENT OF CREMATED REMAINS.		OTHER:	··
OTHER		OTHER:	
OTHER		ESTIMATED CASH ADVANCES-Section B.	·· <b>–</b> –
I KANSPURTATION, WITHIN LUCAL SERVICE AREA		GRAND TOTAL	
FUNERAL COACH (HEARSE) TRANSFER OF REMAINS TO HOLY ANGELS		OTHER CREDITS	. ——
DELIVERY OF BODY TO CEMETERY,	IIICI.	BALANCE DUE	8.963
CREMATORY, OR AIRPORT - NO CEREMONY		REQUIRED DISCLOSURES: If any legal, cemetery, or cremator	u vaaniramanta hana
UTILITY/FLOWER VEHICLE	Incl.	required the purchase of any items listed, the law or requirement  Casket required by Centetry Refrigeration required by CA. Law Shipping Contai	is explained below ner required by Fed Rea
OTHER		***************************************	
OTHER ADDITIONAL MUDICIPAL OF		ORDER AND AGREEMENT: I (we) authorize the funeral home to provide merchandise, and incur outside charges as specified on	perform services,
ADDITIONAL MILEAGE		acknowledge that I (we) have been provided with a current Canada	Dries Ties Casters
C.C.S. Cremation Charge		Finder List, Outer Burial Container Price List (if applicable) and "C Funeral and Cemetery Purchases." TERMS: This is a CASH TRANSA	CONSUMER Guide to
ARRANGE WITH CONSULATE FOR SHIP OUT. (CONSULATE FEES NOT INCLUDED)		on the date of service, REOUIRED NOTICE: For more inform	otion on funeral
TOTAL SERVICES, FACILITIES, LOCAL TRANSPORTATION & OTHER	5,8000	Cemetery, and cremation matters, contact the Department of C Cemetery & Funeral Bureau, 1625 North Market Boulevard, Suite S-208, Sa	ancumon A ffolum
		(916) 574-7870	
		Signature of Responsible Party/Purchaser Date	
		Signature of Responsible Party/Purchaser Date	·
•		For the Funeral Home	

Certificate

Purchaser

Name of Deceased

Address

Interment Number

25912 Hayward Ave. SLR 3-45 CHRIS FOREMAN Hayward, CA 94542

Date of Interment

HMIS 343	59							
Owner ID					77368	8/	14/	2616
381:	32 KIM HYUN DEOK FOREMAN	4.						
DATE		CHAR	GES	DATE		CREDI	тѕ	BALAN
	To: SALES TAX	282	75	8/11/2010	#159969	17757	75	-0
	BOX CONC DBL VLT			2/4/11	CHECK \$ 5187	781.	٠,	4
	BURIAL 2 @875	175	0.00	10/4/82	UISA	254	12	9
	ENDOWMENT CARE							
<del></del>	PLOT Donation 2@ 6300	12600	00				·	
	Monument	2900	00	10/4/22	Black & white	*3 P	hoto	\$ 294
	Inscription	250	00		· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·
·	Foundation & Setting	475						
	Bishop's MC	-500	00					
	TOTAL	17757						•
2/4/11	* 37211 - ARTWORK -	<b> </b>		2 6 1 3 1	chotos #325 = -	SETTING	8 4	E \$ ZS
	SAIES TAX #31.69 =	781.	69					

Location	n Purchaser			(510) 2	(2 of 2) 276-3688		
SLR 3-	46 CHRIS FOREMA	AN .		Hayward Ave. #211 d, CA 94542			
Certificate	Name of Deceased			Interment Number	Date of Inter	ment	
<u>HMIS 343</u>	359						
Owner ID							
381	32						
DATE		CHARGES	DATE		CREDITS	BALANC	
	To: SALES TAX						
	BOX CONC DBL VLT						
	BURIAL						
	ENDOWMENT CARE						
	PLOT						
	See SLR 3-45						
	# 2 of 2 for Charges						
	& payment						
				***			
					<del>                                     </del>	<del>-</del>	