



# MCA FUNERAL HOME

License # FD2206

<http://www.mcabayarea.org/funeral/>

1755 Catherine Street,  
Santa Clara, CA 95050  
Phone (408) 709-4586  
Fax (408) 709 4052  
funeral@mcabayarea.org

## GENERAL CONTRACT FOR GOODS AND SERVICES

Funeral Expenses are to be paid in full by the day of the funeral services

### NOTICE TO BUYER:

Do not sign this document until you read it. You are entitled to a completely filled in copy of this agreement. I acknowledge I received a completed copy of this statement at the time of execution, and further acknowledge that I was offered the General Price List for retention, and that I was shown the Casket Price List prior to selecting such merchandise.

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

This contract for Goods and Services is made between **MCA Funeral Home** and \_\_\_\_\_, to  
(funeral establishment name) (person(s) with 7100 right)

make any and all funeral and disposition arrangements for \_\_\_\_\_.  
(name of decedent)

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED: Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery to use any items, the reasons will be explained here or in the General Price List.

Item	Description	Amount
Funeral Service		\$
Alternate Casket		\$
Grave Site		\$
Burial Service		\$
Weekend Service		\$
Total Payment		

**Five Pillars Farm Inc** is a separate entity **NOT** associated with the **MCA Funeral Home**.

**Bank Charges** for Online Payment are for Five Pillars Inc only. In order to save Bank Charges, you may issue a check for Grave Site and Burial Service Charges in the name of "Five Pillars Farms Inc" and hand it over at the cemetery.

**Additional Charges for Weekend & Holidays** are charged by Five Pillars Inc only. If you did not select weekend burial service, it cannot be performed on Weekend or Holidays unless you pay the additional fee at the cemetery.

If you select **Zakah Fund** please contact MCA Zakah Office @(408)709-4570 for payment processing



# MCA FUNERAL HOME

License # FD2206

<http://www.mcabayarea.org/funeral/>

1755 Catherine Street,  
Santa Clara, CA 95050  
Phone (408) 709-4586  
Fax (408) 709 4052  
funeral@mcabayarea.org

**TERM:** This Contract terminates upon completion of the Services required by this Contract.

**DEFAULT:** The occurrence of any of the following shall constitute a material default under this contract

The failure to make a required payment when due

The insolvency or bankruptcy of either party

The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale or by any creditor or government agency

The failure to make available or deliver the Services in the time and manner provided for in this Contract

**ATTORNEYS FEES AND COLLECTION COSTS:** If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and the expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court cost, and reasonable attorney fees and expenses.

**REMEDIES:** In addition to any and all other rights a party may have available according to law, if a party defaults to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving shall have 0 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE:** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock outs, work stoppages, or other labor disputes, or supplier failures, The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates,

**DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute per State Law.

**ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY:** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**GOVERNING LAW:** This Contract shall be construed in accordance with laws of the State of California.

**AMENDMENT:** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

**NOTICE:** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**CONSTRUCTIONS AND INTERPRETATION:** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

**ASSIGNMENT:** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning, which approval shall not be unreasonably withheld.

Signature of Responsible Party: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

MCA Funeral Home Representative: \_\_\_\_\_ Date: \_\_\_\_\_