



## Terms of Service

*This contract for the delivery of decedent preparation services by River City Trade Service, LLC must be signed by all new client funeral homes before preparation work may take place. River City Trade Service, LLC reserves the right to modify the terms of this legal document; however, any changes will only affect services performed after the effective date. Should any revisions be made, a new contract must be executed by River City Trade Service, LLC and the pre-existing client funeral home in acknowledgement of the changes made; the revised provisions will only apply to subsequent services rendered.*

### ***Preparation and Decedent Care***

By signing this document, the undersigned hereby authorizes *River City Trade Service, LLC* (“*RCTS*”) to prepare the human remains indicated on the **Preparation Request Form** using the standard methods of treatment respective to the selected form of preparation. Further, *the funeral home* or its authorized agent has read and agrees to the terms set forth in this contract. All embalming shall be performed by way of arterial injection and cavity aspiration/injection as predicated by F.S. 497 and Rule Chapter 69K of the Florida Administrative Code, at minimum. Any remains lacking the vascular integrity to ensure adequate preservation through standard arterial injection, due to extreme cases of trauma or mutilation, shall be treated topically and hypodermically injected, in addition to standard cavity embalming.

All best efforts shall be made by *RCTS* to delay the natural process of decomposition for the specified case and to restore the human remains to an acceptable condition, in cases where viewing is possible. Unless otherwise noted, all remains shall be treated through standard cavity methods (aspiration and injection of cavity fluid with a trocar). Should abdominal distention cause adverse conditions such as purge from facial orifices, cavity aspiration without chemical injection shall be performed for minimal preparation cases using a trocar, unless otherwise noted by the funeral home.

Regardless of technique, embalming will only delay decomposition. Although *RCTS* will make its best efforts to forestall decomposition, antemortem conditions and postmortem conditions all affect the rate of decomposition. *The funeral home* bears the responsibility of properly maintaining human remains in a manner that is suitable for the circumstances of an individual case (e.g., delayed disposition). If anatomical embalming for the Anatomical Board of the State of Florida is selected, please specify so as to prevent the inadvertent aspiration of the remains with a trocar. *The funeral home* bears the responsibility of returning remains of an anatomically embalmed decedent to refrigeration when necessary to retard putrefaction in the absence of cavity treatment. Best efforts shall be made by *RCTS* to adequately preserve human remains through arterial injection, utilizing all vessels that are necessary for thorough perfusion of the tissues, and to restore to an acceptable/identifiable state. Despite this, not all cases can be sufficiently restored to allow for viewing. *The funeral home* agrees to make the trade service’s member(s) aware of any severe trauma, medical conditions, or disfigurement that might impact

the final appearance or viewability of the deceased. *RCTS* will make an assessment of the condition and determine the appropriate treatment methods and time needed for restoration, if restoration is possible.

Should there be any **significant** concerns regarding the condition of a decedent following preparation, the owner of *RCTS* agrees to travel to *the funeral home* to inspect the remains when available to do so and provide supplemental treatment should the concerns warrant additional treatment at no additional cost (this **does not** include the re-aspiration of remains). *RCTS* will work to accommodate client needs; however, embalming and other preparation will be performed during a time of day that suits the availability of the trade service's owner and embalmer.

### ***Identification and Record Keeping***

*RCTS* reserves the right to maintain its own supply of products to aid in the requested preparation; however, *RCTS* shall not be responsible for the lack of adequate embalming supplies/chemicals to carry out dignified and complete preparation that meets the appropriate standards of care for said method of preparation. *RCTS* reserves the right to refuse preparation in the event that treatment is not possible, an adequately supplied space is not provided by *the client funeral home*, or if human remains are not properly identified through the use of a tag securely affixed to their person.

All inquiries made by *the funeral home* must be submitted through the trade service's website and/or by phone to **(904) 738-1845**. *RCTS* will respond to service or informational requests as soon as possible. In the event that on-call staff of the funeral home are unable to submit the required **Preparation Request Form** to [info@rivercitytradeservice.com](mailto:info@rivercitytradeservice.com) afterhours, this document may be transmitted through a text message sent to **(904) 738-1845**. The completed and signed document must be sent to *RCTS* immediately upon said staff members' ability to access devices or equipment to scan and email to the email address above. If electronic delivery from *the funeral home* is not possible, the original physical copy must be mailed to **10175 Fortune Pkwy, STE 1103, Jacksonville, FL 32256** immediately after services are rendered. A copy will be subsequently sent to *the funeral home* for retention via email or USPS using the client information on file after the authorized member/owner of *RCTS* has signed the properly completed document.

*RCTS* agrees to make all best efforts to fulfill the services requested and to communicate with the appropriate agents of *the funeral home* as to any concerns relating to the condition or preparation of the deceased human remains. *RCTS* shall furnish *the funeral home* with the original case preparation report document, an inventory of the property on or about the human remains, as well as a copy of this form after it has been executed by the owner of *RCTS*. Prior to commencing any preparation work, *RCTS* shall make available to *the funeral home* a documented assessment of the condition of the remains that will be contained within the applicable preparation report.

To fulfill the requirement in the State of Florida to produce a “Monthly Report of Cases Embalmed or Bodies Handled” by the applicable licensed establishments pursuant to 69K-20.001, the owner of RCTS agrees to sign and return said document by email in a reasonable time period after it has been produced and provided to RCTS by *the funeral home* via email. RCTS cares about the quality of service provided to each of its client funeral homes and the families that they serve, and strives to help its clients remain in compliance with regulatory agencies. RCTS agrees to utilize any additional documents or forms typically used by *the funeral home* in addition to its own for documents relating to preparation, property inventory, and any other similar documents relevant to the type of services carried out by RCTS and its member. Copies of preparation related documents shall be retained by RCTS for an unspecified period of time for record keeping, and they will be attached to client invoices for referencing information unique to each case handled.

### ***Payment Responsibility***

For payment of preparation services, *the funeral home* agrees to receive an invoice from RCTS on the first day of the month following the month during which preparation occurred. **Payment shall be made to River City Trade Service, LLC within 15 days of electronic receipt of the invoice.** Payment may be made through ACH transfer, debit or credit card, or by check. A payment confirmation will be provided. On the 16<sup>th</sup> day of nonpayment, *the funeral home* will enter a state of default and will be in violation of this contract; a **25% late fee** will be assessed. Delinquent accounts may be refused service until the overdue balance is paid in full. Failure or refusal to pay for the services rendered in accordance with these terms and conditions, at the current rate indicated on the trade service price list, may result in movement to small claims court. *The funeral home* accepts and agrees to pay all damages, including compensatory damages, court fees, attorneys’ fees, and all other recompense deemed appropriate by the courts to rectify all potential business losses suffered by *River City Trade Service, LLC*. All invoiced charges shall be billed according to the current price list. The prices for services offered by RCTS are subject to change without notice, but any changes shall not affect services requested **prior** to price change. Each newly generated price list shall be dated and made available to regular *client funeral homes*, and can be requested at any time to be provided digitally. In addition to funeral home charges, RCTS reserves the right to bill tissue procurement agencies for the embalming of donor cases.

*\*The trade service or “RCTS” are used interchangeably to refer to River City Trade Service, LLC.*

*\*\*The funeral home or client are terms used to reference the licensed establishment (pursuant to FL Statutes Title XXXIII §§497.385 – 497.386) that has requested the services of River City Trade Service, LLC.*

The funeral home authorizing preparation through their agent signing below affirms that he or she has read, understands, and agrees to abide by the service terms outlined in this contract and agrees to indemnify and hold harmless River City Trade Service, LLC for services rendered in accordance with the specified instructions on the **Preparation Request Form** and the terms outlined within this legally binding instrument.

**Both the client funeral home and River City Trade Service, LLC will complete the section below to proceed with preparation:**

\_\_\_\_\_  
*Printed Name of Authorized Funeral Home Agent*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature of Authorized Funeral Home Agent*

\_\_\_\_\_  
*Date*

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Matthew Allen Tyrrell II

Owner – Licensed Funeral Director & Embalmer

\_\_\_\_\_  
*Printed Name of River City Trade Service, LLC Member*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature of River City Trade Service, LLC Member*

\_\_\_\_\_  
*Date*