

Agreement Between the Jewish Funeral Practices Committee of Greater Washington and Hines-Rinaldi Funeral Home

For 7/1/16 through 6/30/19

1. This contract is made between the Jewish Funeral Practices Committee of Greater Washington, Inc., hereinafter called "JFPC," and Hines-Rinaldi Funeral Home, Inc., with premises at 11800 New Hampshire Ave., Silver Spring, MD, hereinafter called the "Funeral Director" or "FD," effective July 1, 2016 through June 30, 2019.
  2. FD understands that JFPC's primary purpose is to permit and encourage Jewish congregations and organizations to honor their dead by taking the lead in ritual activities and in protecting and comforting the mourners, to help everyone in the Jewish Community and to follow the Jewish values of quick burial, and simplicity and equality in death. FD agrees to cooperate to further those purposes.
  3. The Funeral Director agrees to provide any person who requests a Jewish funeral, a complete Jewish funeral, for the price of \$1995 with annual increases of 2.5% (on 7/1/17, 7/1/18 and 7/1/19) or in accordance with the CPI, whichever is greater, exclusive of optional additions, and will offer pre-need agreements on the same basis. CPI shall mean the U.S. Government's Consumer Price Index for All Urban Consumers in Washington-Baltimore for the most recent 12 month period available. Reference data may be found at <http://www.bls.gov>
  4. If there is no funeral service, or if the body is transported to another funeral director prior to such service, the charge for FD's services shall be \$1237 plus \$3.44 per loaded mile beyond 40 miles from Hines-Rinaldi.
- The complete Jewish funeral package shall include, but is not limited to, the following:
5. Removal of the body from the place of death, or another place, within 40 miles of Hines-Rinaldi, to Hines-Rinaldi.
  6. Securing a signed copy of the physician's death certificate at the place of death and at the time of removal. If the death certificate is not ready, \$80 will be charged for obtaining the death certificate later.
  7. Refrigeration as required.
  8. An all-wood pine rectangular casket, of appropriate size for the particular deceased, as mutually agreed between the Committee and the FD. If an oversized, 26" wide casket is needed, there is an additional charge of \$1,044 (calculated by using the price of \$1,594 for the larger casket and subtracting \$550 for the standard casket which is not used). If the cemetery plot can only accommodate a shorter casket, a 71" long hardwood casket is an additional charge of \$2,542 (calculated by using the price of \$3,092 for the shorter casket and subtracting \$550 for the standard casket which is not used.)
  9. Use of the FD's premises 24 hours per day including Sundays, for ritual washing (tahara) and watching (shmira) of the body and a restroom for the people involved. Ritual washing includes cleaning the body and stopping bleeding, dressing the body in a shroud set (tachrichim), placing it into the casket, and closing the casket. FD will provide all necessary supplies for the ritual washing, including muslin shroud sets, Israeli earth and clay shards, and protective clothing for the washers. FD will cooperate fully in learning the needs and meeting them. FD will continue to maintain a dedicated Tahara Room with private entrance with a table suitable for performing tahara, with running water, heating, air conditioning, overhead lift, and all supplies needed. FD will also continue to maintain a dedicated shmira area separate from, and adjacent to the Tahara Room, with a telephone and rest room (shared with the tahara room). JFPC agrees to e-mail those performing these services regarding the need to leave the ID tag affixed to the decedent as required by Maryland law. It is understood that JFSPC has no way of knowing all individuals performing these services; therefore, signage will also be posted in the Tahara room.
  10. Cleaning, dressing and casketing the body when ritual washing is not performed.
  11. Use of the FD's chapel for a funeral service when desired by a family.
  12. Transportation of the body to another place, such as a synagogue or a home for the funeral service, then transportation to the designated cemetery within 40 miles of Hines-Rinaldi, accompanied by a Funeral Director and another FD employee.

13. Handling of all customary paperwork, such as newspaper notices, Social Security and Veterans claims and death certificates. This does not include the additional charges for those items made by the newspapers, or the fees for the certificates, which shall be charged at cost.

14. FD will order certified copies of the death certificate on behalf of the family. If requested to secure certified copies by some other means, FD will charge \$80 for doing so. Mailing copies of the death certificates by certified mail, \$15.

15. Guest register book and fifty acknowledgment cards (memorial package), and Shiva/ritual candle, to be given to the family.

16. All transportation to and from places within 40 miles of Hines-Rinaldi is included. Transportation of the body within the area of Maryland and Virginia beyond the 40 miles will be charged at \$3.44 per loaded mile. Road trips to New York City vicinity (within a 40 mile radius of New York City), New Jersey or Pennsylvania will be charged at \$919. Any area outside of these areas will be charged at \$3.44 per loaded mile plus reasonable overnight expenses required, such as hotel fees and meals.

17. The family will not be required to visit the funeral home. Paperwork may be accomplished, and necessary signatures obtained, by fax or email. In the event that a family does not have access to fax or email, a visit to the funeral home will be required to complete the necessary paperwork and provide the appropriate authorizations. Should a family prefer or request an in person consultation, this option will be made available at no additional cost.

18. FD will permit one person associated with the funeral to ride in the funeral coach with the director if there is a seat available.

19. This funeral is provided as a package. There will be no credit for services or merchandise provided above which are not taken by the patron, except as specified in this contract.

#### Options

20. On request, FD will furnish one or more 8 passenger black, sedan type limousines and drivers for a minimum of four hours, at \$595. Additional time shall be charged at \$100 per hour or portion thereof. The time is measured from the time the limousine leaves the garage to the time it returns, but no more than one hour shall be charged for the round trip to and from the garage. Limo costs may be adjusted once each year to pass through price increases by the limo contractor. Thirty days notice will be provided before price changes.

21. Only at the initiative of the family, the family may purchase an upgraded casket at \$2,542 (calculated by using the price of \$3,092 for the upgraded casket and subtracting \$550 for the standard casket which is not used). No greater upgrade may be selected in connection with this contract. Should a family not be satisfied with the upgrade option, the FD may serve that family outside of the terms of this agreement and agrees to inform the family that it is doing so.

22. A Ziegler case for air transportation may be sold at \$754 and/or an air tray at \$250. FD may increase the price annually for Ziegler cases and shipping containers for increases in prices as it is required to pay its supplier.

23. At the family's request, the FD will supply a minimum concrete outer burial container, as mutually agreed between the Committee and the FD, which allows contact with the soil, at the price of \$900.

#### Additional Agreements

24. FD will not attempt to sell any upgraded merchandise or service to the bereaved that is not provided for in this agreement.

25. Families or congregations will not be billed earlier than 30 days after the burial, with payment due on or before the 45th day after burial, except that cemetery charges may be billed as required by the cemetery.

26. FD will advise JFPC of any changes in its procedures and practices which impact funeral services performed under this agreement, 15 days prior to implementing the change.

27. FD will furnish JFPCGW quarterly statistics of funerals performed and pre-need contracts made under this agreement by the 15th day of the succeeding month, including the name of the deceased, the congregation or other source of the call, and the total billed.

28. This agreement includes 1 renewal option, for 2 years, with the same annual price adjustment referenced in item # 3 above, at the option of the JFPC.

29. This Agreement sets forth the entire understanding between the parties and no amendment or modification of this Agreement shall be binding or valid unless expressed in writing and executed by all of the parties hereto. This Agreement shall be construed in accordance with the laws of Maryland.

Jewish Funeral Practices Committee of Greater Washington, Inc.

Robert M. Hausman, President

6/26/2015

Hines-Rinaldi Funeral Home, Inc.

Ralph De Stefano, Market Director

6/17/2015