



**AUTHORIZATION IN LIEU OF CERTIFICATE OF OWNERSHIP/DEED**

**I. Decedent Information**

Name:	
Last Known Address	

**II. Responsible Party for filling out this form**

Name:	
Address:	
Phone Number:	
Email:	

**III. Relationship of Responsible Party to Decedent (Check Appropriate Box)**

- ☐ Child ☐ Sibling ☐ Parent/grandparent
- ☐ Personal Representative (i.e., executor/administrator) ☐ Other (i.e., niece/nephew/friend)

**IV. Lot/Crypt Identification**

Section of Grave	Lot	Location

**V. Terms**

a. The undersigned is unable to locate and provide to Fernwood Cemetery Co., 6501 East Baltimore Avenue, Lansdowne, PA 19050 (610) 623-0333 and its related entities (referred to herein as "Fernwood") the original Certificate of Ownership/Deed (referred to herein as "Certificate") pertaining to the Owner/Decedent.

b. The undersigned represents that he/she/it has the authority to execute this Authorization on behalf of the Owner/Decedent of the Lot/Crypt identified herein.

c. Documentation must be provided to Fernwood, attached hereto, providing an explanation why the Certificate cannot be produced. Fernwood has the sole discretion to determine if the documentation/explanation is acceptable.

d. The undersigned and his/her/its representatives, heirs, successors and assigns, do hereby release, acquit, quitclaim, indemnify, and forever discharge and hold harmless Fernwood and its officers, directors and/or employees from and against any and all losses, claims, demands, negligence, surcharges, causes of action, costs, disinterment and reinterment costs, fines and expenses (including legal fees, costs and expenses), known or unknown, which may arise from reliance by Fernwood upon this authorization.

**e. MEDIATION AND ARBITRATION OF DISPUTES: Any controversy arising under, out of, in connection with, or relating to, this Authorization, and any amendment thereof, or the breach thereof, shall be submitted to mediation, and, if not resolved by such mediation, shall then be determined and settled by arbitration in Delaware County, Pennsylvania, in accordance with the rules of the American Arbitration Association. Any reward rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction. The Arbitrator(s) shall be permitted to award attorneys' fees and costs to the prevailing party. THE PARTIES WAIVE THEIR RIGHT TO ANY JURY TRIAL.**

IN WITNESS WHEREOF and intending to be legal bound, the undersigned has set his/her/its hand and seal to this Authorization as of the date written below.

Date: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
:  
COUNTY OF :

On \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public, for the Commonwealth of Pennsylvania, personally appeared the above-named , known to me (or satisfactorily proven) to be the person who in due form of law acknowledged the foregoing Authorization to be his/her act and deed and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My commission expires: