

Islamic Society of Tracy

انجمن اسلامی ترسی



(مسجد امام بخاری (رح)
350 N Corral Hollow Road, Tracy, CA 95376
A Non-Profit Organization Tel. 209-836-1559

Islamic Society of Tracy (ISOT) Burial Project's Membership Agreement

1. INTRODUCTION:

You, the member of Islamic Society of Tracy (ISOT), are selecting to become a member of the ISOT Burial Project. Below are the terms and conditions of this Agreement. If you have any questions about the terms and conditions of this Agreement, please ask the ISOT Authorized Representative before you sign it.

Initials_____

2. ELIGIBILITY:

- A. Any Muslim brother or sister who is eighteen years of age or older and is a member of ISOT (Imam Bukhari Masjid) is eligible to become a member of the ISOT Burial Project as well.
- B. A family covered under the ISOT Burial project includes husband, wife, and children under the age of 18 years old. Fulltime college/university student living with parents up to age of 24 with school verification can be covered under this policy.
- C. Married Adults (18 or older) who live with their parents must have a separate membership with ISOT and separate burial agreement.
- D. Disabled family member who receives government's aide must have a separate membership with ISOT and separate burial agreement.

Initials_____

3. BURIAL BENEFITS:

- A. The ISOT Burial benefits include the following services:
 - 1. Cemetery plot
 - 2. Deceased body transportation (maximum 40 miles)
 - 3. Preservation up to 72 hours
 - 4. Washing arrangements and burial cloth
 - 5. Grave's opening and closing costs
 - 6. Completing applicable burial paper work

Initials_____

- B. The following services are not included in the ISOT Burial Agreement:

- 1. Cascade and washing fees
- 2. Monuments, headstones, headstone engraving, and flowers
- 3. Removing artificial limbs and mechanisms such as pacemakers etc.
- 4. Fateha arrangement, and donation to imams leading the Jenaza prayer. Initials_____

Any additional costs will be the responsibility of the deceased's family/responsible party such as extra costs incurred due to the after- hours/weekends/holiday services, deceased viewing, transportation cost for over 40 miles, etc.

4. BURIAL COSTS:

- A. At the present time, the total cost of the burial services mentioned in item 3 is approximately \$4,992 per family member. This cost may increase at a later time due to the increase in the cost of burial services. A prepayment of 25% (\$1,248) of the total cost is required up front in order to receive the burial service besides the monthly membership fee.
- B. The minimum monthly membership fee is \$20 per month, which is due at the beginning of the every month. A late charge in the amount of \$10 will apply if it is 5 days past due. This \$20 burial membership fee goes towards the remaining of the burial services cost (\$4992-\$1248=\$3744). This remaining cost of the burial services (\$3744) as well as the burial membership fee may increase due to the increase in the cost of burial services.
- C. If the burial service is needed before the remaining cost of the burial service is paid off, the difference shall be paid by the family of the deceased member/responsible party. The remaining cost must be paid before delivery of service.

Initial _____

5. CANCELLATION POLICY:

- A. If the payment is late and past due three months, the burial membership will be placed in pending status until fully paid. The burial membership will completely terminate if the payment is late six (6) months in a row or more. If the membership is terminated, the initial prepayment of 25% (\$1,248) of the total cost will not be refunded.
- B. Continuation of membership with ISOT is a required condition to receive the ISOT burial services coverage. The membership fee of the ISOT is \$20 per month per family at the present time and it may increase in the future.
- C. You have thirty (30) days from the date you sign and notarize this agreement to revoke this agreement and get your refund. A cancellation fee of \$248 will apply if you cancel this agreement within thirty (30) days. The cancellation notification must be in writing.
- D. This agreement is not revocable after thirty (30) days from the date you sign and notarize unless the intended funeral recipient moves out of the ISOT service area which is determined as one hundred (100) mile radius from the ISOT physical address.
- E. In case a member moves out of the ISOT service area, at his/her advanced written request and notification, only the initial prepaid down payment (25%) will be refunded to him/her within three (3) months after verification of the change of address and ISOT board of director's approval. The monthly burial membership payments made will be considered as donation to the ISOT. If you do not request the refund of the initial prepaid down payment, it will also be considered as a donation to the ISOT.
- F. If the family of the deceased member wishes the body to be transferred to another state or country, only the initial prepaid down payment (25%) will be refunded. In this case the ISOT will not be able to provide any further assistance.

- G. If a family is affected by divorce or other legal separations, they need to notify the ISOT as soon as possible and the divorced/separated husband and wife must have a separate membership with ISOT and separate burial agreement.

Initials_____

6. **SPECIAL NOTES:**

- A. The Agreement may not be assigned (transferred) or made the subject of any trust for any obligation to any third party.
- B. Any verbal comments or promise which is not documented in writing in this Agreement will not be effective and will not be honored.
- C. If anything in this Agreement is determined by the ISOT Board of Directors, invalid or unenforceable, then this Agreement will be interpreted as if that part were modified or deleted to make it valid and enforceable, and the rest shall remain in force.
- D. The ISOT Burial project coverage applies only to Islamic funeral services.
- E. If your address or phone number changes, ISOT must be notified as soon as possible.

Initials_____

7. **OTHER TERMS:**

This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of California.
PLEASE NOTE: You are to receive a signed copy of this Agreement. Please make sure you have a complete copy.

Initials_____

8. **DEFINITIONS AND CONTACT INFORMATION:**

- A. **Responsible Party:** Any individual who cosigns/sponsors the member of the ISOT Burial Project.
- B. **ISOT Service Area:** One hundred (100) mile radius from 350 Corral Hollow Road, Tracy California 95376.
- C. **ISOT Contact Information:**
1. Zabih Azizpor (510) 377-6505
 2. Habib Mohammadi (510-673-4010)
 3. Zabih Zaca (209-401-3297)
 4. Moheb Arghandywal (209-814-5691)
- D. **The name and address of the cemetery:**
Five Pillars Farm, Inc.
1761 Laughlin Road
Livermore, Ca 94550

Initials_____

9. SIGNATRUES:

I certify that I have read and understood the above ISOT Burial Project Agreement and its terms, and conditions and agree to be bound by it.

NOTE:

1. ALL Agreements must be signed at the presence of the ISOT Representatives.
2. At least two ISOT Authorized representatives must sign this Agreement to be valid.

_____	_____	_____
Member's Name	Signature	Date
_____	_____	_____
Member's Spouse's Name	Signature	Date
_____	_____	_____
Member's Responsible Party	Signature	Date

Member Contact Information:

Address: _____ Home Phone: _____
 Work Phone: _____ Cell Phone: _____

Name of Remaining Family Members

_____	_____	_____
Member's Name	Signature	Date
_____	_____	_____
Member's Name	Signature	Date
_____	_____	_____
Member's Name	Signature	Date
_____	_____	_____
Member's Name	Signature	Date
_____	_____	_____
Member's Name	Signature	Date

Islamic Society of Tracy Agrees to be bound by this Agreement.

_____	_____	_____
ISOT Authorized Representative	Signature	Date
_____	_____	_____
ISOT Authorized Representative	Signature	Date