

PROMISSORY NOTE AND PLEDGE OF INDIVIDUAL ASSISTANCE FUNDS

WHEREAS, numerous Louisiana cemeteries were impacted by Hurricane Laura in 2020, causing damage to headstones, tombs, vaults, and caskets contained within the cemeteries;

WHEREAS, individual grave spaces are funded for repairs by the Federal Emergency Management Agency's ("FEMA") Individual Assistance ("IA") program, specifically with "funeral assistance" funding; and

WHEREAS, in order to restore portions of such cemeteries, individuals must register with FEMA for IA assistance and then transmit that funding for use by a qualified and licensed contractor to undertake the restoration work.

NOW THEREFORE, in order to accomplish the restoration of Hurricane Laura-damaged graves in _____ Cemetery using IA funeral assistance, I, _____ ("Obligor"), do hereby agree to the following terms:

1. Upon receipt of the IA funeral assistance funding paid for Hurricane Laura cemetery repairs, I will immediately transfer all such funds to the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660 in order to fund the costs of the necessary restoration work of the graves for which I have applied for IA funding.
2. Unless and until such funding is awarded by FEMA to me and such funding is transmitted by me to the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660, no restoration work will commence on the graves for which I have applied for funding.
3. In the event that I am awarded IA funding for the restoration of the graves contemplated by this agreement and I do not transmit all of those awarded funds to the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660, no restoration work will be accomplished on the graves for which I have applied for funding. I further understand that, in the event that IA funds are awarded to me for use for the restoration of Hurricane Laura damaged graves and such funds are not used in accordance with the specific purpose as set forth herein, that the matter may be reviewed by federal, state, and/or local officials for evidence of fraud.
4. By signing this Note, should I receive the funding from FEMA via paper check, I shall immediately endorse the check over to the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660 in full without depositing it into any of my financial institution accounts. Should I receive the funding via direct deposit or electronic funds transfer (EFT), I shall provide the funding, in full, to the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660 within two (2) business days of the funds becoming available to me through my financial institution.
5. By signing this Note, I agree to hold harmless the State of Louisiana and the licensed contractor or other designee of the cemetery authority or party identified in La. R.S.

8:660 from any tort or contract liability related to the restoration of the graves contemplated in this agreement.

6. By signing this Note, I understand that either the State of Louisiana or the licensed contractor or other designee of the cemetery authority or party identified in La. R.S. 8:660 may institute legal proceedings for the enforcement of the terms of this agreement.

IN WITNESS WHEREOF, the Obligee has duly executed this Note as of the date written below.

Signature

Printed Name

Date