

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

Contract Number: \_\_\_\_\_

**Purchaser:** \_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

**Seller:** \_\_\_\_\_

**Provider :** \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

The **Seller** agrees to sell and **Purchaser** agrees to buy the items set forth in the attached **Itemized Statement** and pay the purchase amount, including the fees described, as set forth below.

Prior to selecting merchandise and services, **Purchaser** acknowledges receipt of the **Seller's** Price List(s), and that the Price List(s) were made available to him/her. \_\_\_\_\_ (**Purchaser's** Initials)

**I. Merchandise and Services.** Subject to the terms of this **Contract**, **Purchaser** agrees to purchase the merchandise and services at the current retail price established in the attached **Itemized Statement** by paying **Seller** in the manner set forth in this **Contract** (Section I & II), and upon the death of the **Beneficiary**. The **Seller** shall furnish the merchandise and services as set forth in the **Itemized Statement**, regardless of the cost of the merchandise or service at the date of the death of the funeral **Beneficiary**. The **Seller** will be entitled to all trust funds on deposit including income, and/or all insurance proceeds (Sections I & II), even though in excess of the cost of services and merchandise at the time of the **Beneficiary's** death. This **Contract** provides benefits in the form of merchandise and services only, unless Non-Guaranteed Cash Advance Benefits are specified.

**Total Contract Price** for merchandise, services and fees: \$ \_\_\_\_\_

Less burial insurance already in force, if applicable (List company, policy number, face amount and a description of the policy type): \_\_\_\_\_  
\$ \_\_\_\_\_

Net Amount \$ \_\_\_\_\_  
Less Down Payment \$ \_\_\_\_\_  
Balance Due \$ \_\_\_\_\_

**II. Contract Funding.** **Purchaser** agrees to fund and secure this **Contract** as indicated by checking the appropriate box below.

**A. Trust Funding:** (See additional provisions in Disclosures 3 and 4.) **Purchaser** agrees to pay **Seller** the balance due as follows:

Number of Payments: \_\_\_\_\_ Payment Amount: \$ \_\_\_\_\_ Date of First Payment: \_\_\_\_\_

Payment Mode:     Annual     Semi-Annual     Quarterly     Monthly

**B. Insurance Funding.** (See additional provisions in Disclosure 2.) **Purchaser** agrees to designate **Seller** as the beneficiary of the following insurance policy:

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Address of Insurance Company: \_\_\_\_\_

Initial Death Benefit: \_\_\_\_\_ Premiums: \$ \_\_\_\_\_ (Annual)

Payable \$ \_\_\_\_\_ per \_\_\_\_\_ (Mode of Premium Payment) Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

**C. Delivery/Warehoused Storage:** The Seller will purchase and warehouse the following item(s):

MEMORIAL

Manufacturer: \_\_\_\_\_

Description: \_\_\_\_\_

Storage Location: \_\_\_\_\_

MEMORIAL BASE

Manufacturer: \_\_\_\_\_

Description: \_\_\_\_\_

Storage Location: \_\_\_\_\_

OUTER BURIAL CONTAINER

Manufacturer: \_\_\_\_\_

Description: \_\_\_\_\_

Storage Location: \_\_\_\_\_

**III. Acceptance by Seller.** This **Contract** is not binding on **Seller** until it is signed by **Seller's** authorized sales agent and an executed copy placed in the mail to the address show above or personally delivered to the **Purchaser**.

**IV. Revocability and Cancellation.** This **Contract** is revocable unless the **Purchaser** indicates otherwise by signing a written waiver of their right to cancel this **Contract**. This **Contract** cannot be modified or changed without the written approval of the **Seller**. **YOU (THE PURCHASER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE \_\_\_\_\_ DAY AFTER THE DATE OF THIS TRANSACTION BY GIVING THE SELLER WRITTEN NOTICE OF CANCELLATION AND RECEIVE A FULL REFUND OF ALL MONIES PAID.**

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Authorized Sales Agent Name

\_\_\_\_\_  
Authorized Sales Agent Signature



## WAIVER OF RIGHT TO CANCEL CONTRACT

*The following language is recommended for situations in which an irrevocable contract is required to qualify for public assistance such as Medicaid and Supplemental Security Income.*

### **IRREVOCABLE OPTION**

I am signing this statement to waive and renounce my right to cancel this Contract. I understand that the trust will be irrevocable and I will not be entitled to a refund of any of the money I have paid.

I am waiving my right to cancel this Contract because I want to qualify for public assistance such as Medicaid, Supplemental Security Income, or other assistance.

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Purchaser's Signature

Date

## DISCLOSURES

1. **MERCHANDISE AND SERVICES.** The **Provider** shall provide the selected merchandise and services as shown in this **Contract**. The **Provider** will furnish the brands or makes of goods shown or, if unavailable, goods of equivalent quality. This **Contract** is revocable unless the **Purchaser** indicates otherwise by signing in the space provided.
2. **IF THIS CONTRACT IS FUNDED BY INSURANCE.** The **Provider** may declare this **Contract** void and terminated if the life insurance to provide funding of this **Contract** is not in force, has been voided, lapsed, borrowed against, or surrendered; any payments are paid out before death, scheduled payments are not made; death benefits are paid under the suicide provision of the policy; a significant change is made to any of the terms of the **Itemized Statement**; or the **Provider** is no longer designated to receive the death benefit of the insurance. The **Provider** must be designated to receive the death benefit of the insurance. If this **Contract** is funded by insurance which has a limited death benefit, the price guarantee will become effective at the end of the limited death benefit period, unless the **Provider** is paid the difference between the insurance benefit and the **Contract** amount.
3. **IF THIS CONTRACT IS TRUST FUNDED.** **Seller** will deposit all funds in accordance with Item 4 (Use of Amount To Be Trused) as required for merchandise, services and fees in a federally insured account in a financial institution (state or national bank, trust company, or federally insured savings and loan association) licensed to do business in this state, chosen by the **Seller**.
4. **USE OF AMOUNT TO BE TRUSTED.** Of the total contract price, the **Seller** will place \_\_\_\_\_ percent (\_\_\_%) of each payment in a trust. The deposit shall be made within \_\_\_\_\_ (\_\_\_) days after the end of the calendar month in which the payment is received by the **Seller**.
5. **GUARANTEED.** Subject to the terms of this **Contract**, and upon the death of the **Beneficiary**, the **Provider** shall furnish the merchandise and services as set forth in this **Contract**, regardless of the cost of the merchandise and services at the date of the death of the **Beneficiary**.

If included, **THIS CONTRACT DOES NOT GUARANTEE THE PRICE OF CASH ADVANCE ITEMS.** Cash Advance items are paid to third parties and the price of these items at the date of death of the **Beneficiary** can only be estimated. Any additional cost for Cash Advance Items will be billed to the **Purchaser**, the **Beneficiary's** survivors or the **Beneficiary's** estate after the merchandise and services are provided. The **Seller** will be entitled to all trust funds on deposit including income, and/or all assigned insurance proceeds, even though in excess of the cost of services and merchandise at the time of the **Beneficiary's** death.

6. **CANCELLATION.** Unless made irrevocable, **Purchaser** may cancel this **Contract** at any time prior to midnight of the \_\_\_\_\_ day of the date this **Contract** was executed by providing written notice to the **Seller**, provided that the merchandise and services have not been delivered and/or performed. Upon providing written notice, **Purchaser** shall be entitled to a complete refund of the amount paid, except for the amount allocable to any merchandise and services that has been delivered and/or performed.

**Purchaser** may cancel this **Contract** after \_\_\_\_\_ (\_\_\_) days of the date this **Contract** was executed, unless made irrevocable in a written waiver of the right to cancel the **Contract** signed by the **Purchaser**,

provided that the merchandise and services have not been delivered and/or performed. If this **Contract** is cancelled, the **Purchaser** will receive the principal and earnings allocable to this **Contract**, less any applicable cancellation fees, within thirty (30) days after the date the written cancellation is received by the **Seller**.

In the event this **Contract** is made irrevocable, the **Purchaser** or authorizing agent shall have the right to appoint a **Provider(s)** other than as set forth in this **Contract** and trust funds, less any applicable cancellation fees, shall be transferred to another **Provider(s)** as directed by the **Purchaser**. Provided, however, that no transfer shall occur without the acceptance of the appointed **Provider**.

7. **DEFAULT BY PURCHASER.** If the **Purchaser** is 90 days or more past due in making payment on this **Contract**, the **Contract** will be considered in default, and the **Seller** shall be entitled to cancel this **Contract** and withdraw the funds in trust. Upon making the withdrawal, **Purchaser** shall receive a refund of the amount collected under this **Contract** less a cancellation fee of \_\_\_ percent (\_\_\_%). The **Seller** must give the **Purchaser** thirty (30) days notice of its intention to exercise any of its rights under this provision.
8. **FAILURE OF PERFORMANCE.** Upon breach of contract or a failure to provide merchandise and services, the **Purchaser** shall be entitled to a refund of one hundred percent (100%) of all monies collected on this **Contract** and accumulated earnings. The refund shall be made within thirty (30) days after receipt of the **Purchaser's** written request for the refund.
9. **DISCLAIMER OF WARRANTIES.** **Seller** and **Provider(s)** DO NOT WARRANT the merchandise or goods covered by this Contract. The only warranty, if any, is the warranty issued by the manufacturer of the purchased merchandise or goods. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXCLUDED.
10. **MISCELLANEOUS.** All notices given hereunder shall be in writing and delivered to the respective party by personal service or by depositing the same in the United States mail, postage prepaid, to the address indicated herein or to such other address as a party shall have previously designated by notice to the other party given in accordance with this paragraph. All notices shall be deemed received on the date of mailing or service. The provisions hereof, including the **Itemized Statement**, constitute the entire and complete agreement between the parties. Amendments to this **Contract** may be necessary to comply with changes in the law or to assure each party that the economic benefits of this **Contract** are not changed because of changes in law or regulations or actions taken by regulatory agencies. **Purchaser** agrees to execute such amendments to this **Contract** and if **Purchaser** is not available or fails to act within thirty (30) days of notice being given, **Purchaser** hereby appoints the agent of **Seller** as his attorney-in-fact with full power to act in the place of **Purchaser** and bind **Purchaser** as to such amendment to this **Contract**. This **Contract** shall be construed in accordance with, and governed by the laws of the State/Province of \_\_\_\_\_. If any provision or part of this **Contract** is held for any reason to be unenforceable, the remainder of this **Contract** shall nevertheless remain in full force and effect, at the option of the **Seller**. This **Contract** is for use solely for the funeral and interment of the **Beneficiary** and shall not be assignable by **Purchaser** or any other person for use in connection with the death of any person other than the **Beneficiary**. Upon death or incapacity of **Purchaser**, this **Contract** may be enforced by, and **Provider** shall have the right to offer performance and deal with, in lieu of

**Purchaser**, a personal representative of the **Beneficiary**.

11. **RECEIPT OF COPIES.** **Purchaser** acknowledges receipt of a legible, complete and executed copy of this **Contract**, and approves the terms contained herein. By executing this **Contract** on the signature line provided, **Purchaser** acknowledges and certifies that he or she has read this **Contract** and the social security number and other personal information set forth in this Contract is true and correct as of the date thereof.