

## PARTICIPATION AGREEMENT

### FUNERAL MERCHANDISE AND SERVICES ASSOCIATION TRUST

(Revised 10/2023)

The undersigned, an entity authorized to sell preneed funeral contracts within the state of Alabama, (herein referred to as "Participant"), based upon the mutual obligations and promises set forth herein and other good and sufficient consideration between the parties hereby contracts with and elects to participate in the **Funeral Merchandise and Services Association Trust** (herein referred to as the "Trust"). Participant agrees as follows:

1. The Participant appoints \_\_\_\_\_ as Trustee and any other duly qualified successor trustee and the execution of the trust agreement, a copy of which is attached and receipt of which is hereby acknowledged (the "Trust Agreement").
2. By the execution hereof the Participant agrees to comply with all provisions of Title 34, Chapter 13 of the Code of Alabama 1975, as amended, and all related rules and regulations of the State of Alabama and agrees to be bound by the terms and conditions of the Trust Agreement.
3. If a Participant withdraws from the Trust, Participant shall have no right to demand or request that any assets other than the then-existing assets of the Trust be transferred to a successor trustee, or that the then-existing assets be provided or transferred in a form different than as then held in the Trust.
4. If the Trustee invests funds in life insurance policies, each Participant acknowledges and agrees that the Trustee shall not be charged with any specialized knowledge in evaluating insurance policies or the financial strength of insurance companies, and the Trustee shall therefore have no responsibility or obligation whatsoever to evaluate the terms, or to monitor the performance, of any insurance policy acquired and held by the Trustee.
5. It is agreed upon by the parties that as a condition to participating in the Trust Fund, the Participant must be a licensed funeral establishment and hold a current Certificate of Authority for the sale of preneed funeral merchandise and services in the state of Alabama.
6. The Participant shall notify Trustee of any change in the Participant's status as holder of a Certificate of Authority as required by Alabama law.
7. The Participant shall notify the Trustee, from time to time as necessary, of any change in the name, address or telephone number of the contact person for the Participant. The initial contact person's name, address, email address, and telephone number appear below.
8. The Participant represents and warrants that it has corporate authority to enter into this Participation Agreement and that the individual executing this Participation Agreement on behalf of the Participant is an authorized officer of the Participant with full authority to enter into this Participation Agreement, all on behalf of and as the binding act of the Participant.

**Participant**

**Trustee**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Name of Trust

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

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

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

Contact Name \_\_\_\_\_

Telephone No. ( ) \_\_\_\_\_

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

E-mail Address \_\_\_\_\_