CONTRACT FOR PRENEED CEMETERY MERCHANDISE AND SERVICES LIFE INSURANCE AND/OR ANNUITY FUNDED

Date			C	Contract 1	Number			
Purchaser:		·	F	Provider:				
Address:			A	Address:				
City: St	ate: Zip: _		(City:		State: Zip:		
Phone:		F		:				
Contract Beneficiary:			A					_
City: St	ate: Zip:	Phone: _			DOB:			
	STATEME	NT OF CEMETER	Y MERCH	ANDISE	E AND SERV	VICES SELECTED		
The Seller agrees to sell and Purchas	ser agrees to buy t	he following described	Interment Rig	ghts, Merc	handise and Se	ervices:		
☐ Developed ☐ Pre-Devel Description of Interment Rights:	1	☐ Lawn Crypt	☐ Mausole			☐ Other No		_
GUARANTEED ME	RCHANDISE AT	ND SERVICES			NON-	-GUARANTEED CASH AD	VANCE ITEMS	i .
Interment Rights (incl. \$	ECF)	\$			narge you for o	ur services in obtaining those		
Memorialization – Type Size Design				(*) be	low:			
Memorial Base – Type Color				•				\$
Memorial Installation/Inspection Fee	e							
Memorial Maintenance		·		4				
Material: Wood/Metal	Gauge					eed Cash Items		\$
Other Burial Container – Type Size Weight Lo	 oad Cap							Ψ
Interment and Recording Fee Processing Fee		·				TEED AND NON-GUARAN CHANDISE AND SERVICI		
Other				"NO	CIIA DCE" bo	a been denoted port to one or		· frag itama
Sales Tax				NO	CHARGE IIa	s been denoted next to any co	ompumentary or	Tree items.
Total Guaranteed Price (Including	g Sales Tax)	\$						
the death of the Contract Beneficiar the cost of Merchandise and Service and Services only, unless Non-Guar Prior to selecting the Cemetery Me Container Price List were made av Total Contract Price For	es provided at the canteed Cash Adva erchandise and Servailable to him/her.	time of fulfillment (the nce Items are specified rvices, Purchaser acknowledge).	Contract Ben above. owledges rece Purchaser's In	eficiary's eipt of the itials) (Retail Pri	death). This Co General Pric ce)	ontract provides benefits in the	e form of Cemete	ry Merchandise
Less Burial Insurance In a description of the polic						Net Amount		
						Less Down Payment		
						Balance Due	\$	_
II. Contract Funding: Purchaser a	grees to fund this	Contract by Life Insura	ance and/or Ar	nnuity as i	ndicated below	·.		
Life Insurance and/or Annuity Fu Insurance Company (ies):	ınding: (See addi	tional provisions in Di	sclosure 3.) P	urchaser a Policy	ngrees to provid Number (s):	le the following Policy (ies):		
Insurance Company (ies): Address of Insurance Company (If Life Insurance, Initial Death Book If Annuity, Maturity Value: \$	ies):	Premium:	\$		Mode:			
If Annuity, Maturity Value: \$		Premium: \$	Mode:					
III. Acceptance by Seller: This C received by the Purchaser.							e and an executed	d copy has beer
IV. Revocability and Cancellation below (see Disclosure 6). This Control						Purchaser indicates otherwise b	by signing in the	space provided
By executing this Contract on		_				at he ar che has read this	c Contract and	the personal
information provided above is						at he of she has read this	contract and	the personal
YOU (THE PURCHASER) MAY THIS TRANSACTION BY GIVE THE TERMS OF THIS CONTRA	NG THE SELLE	R WRITTEN NOTIC						
					IRI	REVOCABLE OPTION (See	e Disclosure 2)	
DIDCHAGED G GLONATURE		D.A.MD			I am signing th	nis statement to waive and reno	ounce my right to	
PURCHASER'S SIGNATURE		DATE			cancel this Contract. I understand that the Contract will and I will not be entitled to a refund of any of the mone			/e
AUTHORIZED PRENEED SALES	AGENT NAME				paid. I understa	and that I do not have to sign t	this irrevocable of	otion in order
ACTIONIZED I RENEED SALES AUENT IVAIVE					to have a contract for Cemetery Merchandise and Services. By my signature below, I am waiving my right to cancel this Contract because I want to			
AUTHORIZED PRENEED SALES	AGENT SIGNA	ΓURE DATE				iblic assistance such as Medio me, or other public assistanc		tal
					-	-		

PURCHASER'S SIGNATURE

DATE

DISCLOSURES

1. DEFINITIONS.

AUTHORIZING AGENT: The person who is lawfully authorized to control the final disposition of the Contract Beneficiary.

CONTRACT: Where the term "Contract" appears in bold, it refers to this document titled, "Contract for Preneed Cemetery Merchandise and Services."

CONTRACT BENEFICIARY: The person(s) who will be the recipient(s) of the Cemetery Merchandise and Services at his, her, or their time of death.

PROVIDER: The person who will actually provide the Cemetery Merchandise and Services under the terms of this **Contract**. The **Provider** may or may not be the **Seller**.

PURCHASER: The person who purchases this Contract either on his or her behalf or on behalf of the Contract Beneficiary.

SELLER: The person or entity offering or selling Cemetery Merchandise and Services on a preneed basis. The Seller may or may not be the Provider.

- 2. CEMETERY MERCHANDISE AND SERVICES. The Provider shall provide the selected Cemetery 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 on the reverse side of this Contract, under IRREVOCABLE OPTION (Section IV).
- 3. THIS CONTRACT IS FUNDED BY LIFE INSURANCE AND/OR ANNUITIES. The Seller presenting this document is a representative of the **Provider**, and as an insurance agent (if applicable), the **Seller** is representing the insurance company. The **Seller**, the **Provider**, and their agencies may receive commissions or other compensation as a result of funding this **Contract** with insurance and annuity contracts. The **Provider** must be designated to receive the death benefits of the life insurance and annuities. Life insurance used to fund a preneed contract must cover not less than the initial retail price of the preneed contract. Annuities used to fund a preneed contract must ultimately cover not less than the initial retail price of the preneed contract. Preneed contracts funded by a combination of life insurance and annuities must ultimately cover not less than the initial retail price of the preneed contract. (See also Disclosure 8)
- **4. MONEY DUE AT TIME OF FULFILLMENT**. If this **Contract** is funded by Life Insurance and Annuities, under which there is insufficient money to completely fund the **Contract** price at the time of death of the **Contract Beneficiary**, the difference between the **Contract** price and the money available is due and payable to the **Provider** at the time of fulfillment.
- **5. GUARANTEED.** Subject to the terms of this **Contract**, and upon the death of the **Contract Beneficiary**, the **Provider** shall furnish the Cemetery Merchandise and Services as set forth in this **Contract**, regardless of the cost of the Cemetery Merchandise and Services at the date of the death of the **Contract Beneficiary**.

THIS CONTRACT DOES NOT GUARANTEE THE PRICE OF CASH ADVANCE ITEMS. Cash Advance Items are paid by the Provider, on the Purchaser's behalf, to third parties. The Provider has no way of guaranteeing Cash Advance Item prices at death, as they are estimated now. Any additional cost for Cash Advance Items will be the responsibility of the Purchaser or the Contract Beneficiary's Legal Representative. Any additional items chosen which are not specifically included in this Contract will be paid for when the Cemetery Merchandise and Services are provided. The Provider will be entitled to all assigned insurance proceeds, except for the amount that exceeds the actual cost of Cemetery Merchandise and Services, at the time of need (Contract Beneficiary's death). This Contract provides benefits in the form of Cemetery Merchandise and Services only, unless Non-Guaranteed Cash Advance Items are specified.

6. CANCELLATION. Unless made Irrevocable (Section IV), **Purchaser** may cancel this **Contract** at any time prior to midnight of the thirtieth (30th) day of the date this **Contract** was executed by providing written notice to the **Seller**. Upon providing written notice, **Purchaser** shall be entitled to a complete refund of the amount paid, except for the amount allocable to any Cemetery Merchandise and Services that has been delivered or performed.

If cancelled after thirty (30) days, the **Seller** and **Provider** shall relinquish any and all rights as beneficiary and assignee of the funding insurance and annuity death benefits and if applicable, shall surrender possession of the funding insurance and annuity contracts to the **Purchaser**. The **Seller** shall be entitled to collect from the **Purchaser** a cancellation fee not to exceed the lessor of twenty percent (20%) of all funding monies paid or twenty percent (20%) of the **Contract**'s purchase price, in addition to any amounts allocable to Cemetery Merchandise and Services already delivered or performed.

Upon providing written notice, the **Purchaser** shall be entitled to the cash value of the life insurance policies and annuity contracts or other refunds per the terms of the insurance policies and annuity contracts (which may be substantially less than the amount paid) unless the **Purchaser** elects to maintain the life insurance or annuity contracts by continuing payment of premiums to the issuing insurance company. The refund shall be made within thirty (30) days after receipt by the **Seller** of the **Purchaser**'s written request for cancellation.

In the event this **Contract** is made Irrevocable by the **Purchaser**'s signature (Section IV), the **Purchaser** or **Authorizing Agent** shall have the right to appoint a **Provider** other than the **Seller** of this preneed **Contract** (see Disclosure 7).

- 7. TRANSFER. In the event that a **Provider** is appointed other than the **Seller**, the **Seller** shall relinquish any and all rights as beneficiary and/or assignee of the funding insurance and annuities and shall surrender possession of the funding insurance and annuities to the **Purchaser** or the **Contract Beneficiary**'s Legal Representative. The **Seller** shall be entitled to collect, from the **Purchaser** or the **Contract Beneficiary**'s Legal Representative, payment for any Cemetery Merchandise and Services already delivered or performed and a cancellation fee not to exceed the lessor of twenty percent (20%) of all funding monies paid by the **Purchaser** or twenty percent (20%) of the **Contract**'s purchase price. No transfer shall occur without the acceptance of the appointed **Provider**.
- 8. DEFAULT BY PURCHASER. If the Purchaser is 90 days or more past due in making payment on the Contract, the Contract will be considered in default, and the Provider shall be entitled to cancel the Contract. The Provider may declare this Contract void or in default if life insurance or an annuity intended to fund the Contract price, 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 items on the Statement of Cemetery Merchandise and Services; or the Provider is no longer designated to receive the death benefit of the life insurance or annuity. The Provider shall be entitled to any amounts allocable to Cemetery Merchandise and Services already delivered or performed and a cancellation fee not to exceed the lessor of twenty percent (20%) of all funding monies paid or twenty percent (20%) of the Contract's purchase price. The Provider must give the Purchaser thirty (30) days notice of its intention to exercise any of its rights under this provision.
- **9. FAILURE OF PERFORMANCE.** Upon breach of **Contract** or failure of the **Provider** to provide Cemetery Merchandise and Services under this **Contract**, the **Purchaser** shall be entitled to a refund of any monies or premiums paid toward life insurance and annuities used to fund the **Contract** to the extent the premiums or sum of money paid exceeds the proceeds due from the life insurance and annuity contracts. The refund shall be made within thirty (30) days after the **Provider** receives the **Purchaser**'s written request for refund.
- **10. DISCLAIMER OF WARRANTIES. Provider DOES 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.

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 on the reverse side (Section IV), Purchaser acknowledges and certifies that he or she has read this Contract and the personal information set forth on the reverse side is true and correct as the date thereof.

12. 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 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 to 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 of the State of Alabama or the United States of America. 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 of Alabama. If any provision or part of this Contract is held for any reason to be unenforceable, the remainder of the Contract shall nevertheless remain in full force and effect. This Contract is for use solely for the Cemetery Merchandise and Services of the Contract 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 Contract 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, either an heir or Legal Representative of Purchaser.