

**CONTRACT FOR PRENEED CEMETERY MERCHANDISE AND SERVICES
TRUST FUNDED**

DATE: _____
 PURCHASER: _____
 ADDRESS: _____
 CITY, STATE ZIP: _____
 PHONE: _____

CONTRACT NUMBER: _____
 PROVIDER: _____
 ADDRESS: _____
 CITY, STATE ZIP: _____
 PHONE: _____

CONTRACT BENEFICIARY: _____
 CITY, STATE ZIP: _____
 DATE OF BIRTH: _____

ADDRESS: _____
 PHONE: _____
 SOCIAL SECURITY NUMBER: _____

STATEMENT OF CEMETERY MERCHANDISE AND SERVICES SELECTED

The Seller agrees to sell and the Purchaser agrees to buy the following described Interment Rights, Merchandise and Services:

INTERMENT RIGHT(S): Developed Pre-Developed Lot Lawn Crypt Mausoleum Niche Other
 Description of Interment Right(s): _____
 Number of Interment Rights Sold: _____

GUARANTEED MERCHANDISE AND SERVICES

Interment Rights (Including \$ _____ Endowment Care Fund) ; _____
 Memorialization - Type: _____ ; _____
 Size: _____ Design: _____
 Memorial Base - Type: _____ ; _____
 Size: _____ Color: _____
 Memorial Installation/Inspection Fee ; _____
 Memorial Maintenance ; _____
 Casket - Description: _____ ; _____
 Material: _____ Gauge: _____
 Outer Burial Container - Type: _____ ; _____
 Size: _____ Weight: _____
 Load Capacity: _____
 Interment and Recording Fee ; _____
 Processing Fee ; _____
 Other: _____ ; _____
 Sales Tax ; _____
TOTAL GUARANTEED PRICE (Including Sales Tax) ; _____

NON-GUARANTEED CASH ADVANCE ITEMS

We charge you for our services in obtaining the items designated with an asterisk (*) below:

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

TOTAL NON-GUARANTEED CASH ITEMS _____

TOTAL GUARANTEED AND NON-GUARANTEED CEMETERY MERCHANDISE AND SERVICES PRICE

Less Burial Insurance in force, if applicable (list Company, Policy Number, Face Amount, and a description of the policy type):
 _____ \$(_____)

Net Amount _____
 Less Down Payment \$(_____)

Balance Due _____

"NO CHARGE" has been denoted next to any complimentary or free items.

I. MERCHANDISE AND SERVICES: Subject to the terms of this Contract, Purchaser agrees to purchase the Cemetery Merchandise and Services at the current retail price established herein by paying Seller in the manner set forth in this Contract (Sections I & II), and upon the death of the Contract Beneficiary, the Seller shall furnish the Cemetery Merchandise and Services as set forth in the Statement of Cemetery Merchandise and Services Selected above, regardless of the cost of the merchandise or service at the date of the death of the Contract Beneficiary (see Disclosures 4 & 5). The Provider will be entitled to all life insurance or annuity proceeds (Section II), except for amounts in excess of the cost of Merchandise and Services provided at the time of fulfillment (the 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 above.

Prior to selecting the Cemetery Merchandise and Services, Purchaser acknowledges receipt of the **General Price List**, and that the **Casket Price List** and the **Outer Burial Container Price List** were made available to him/her. _____ (Purchasers Initials)

II. CONTRACT FUNDING: Purchaser agrees to fund this Contract by Trust as indicated below.

Trust Funding: (See additional provision is Disclosures 3. and 4.) Purchaser agrees to pa Seller the Balance Due as follows):

Number of Payments: _____ Payment Amount: \$ _____ Date of First Payment: _____
 Payment Method: Single Annual Semi-Annual Quarterly Monthly
 Seller uses a Surety Bond as an alternative to Trust Funding
 Seller uses a Letter of Credit in lieu of a Surety Bond

III. ACCEPTACE BY SELLER: This Contract is not binding on Seller until it is signed by Seller"s authorized preneed sales agent in its home office and an executed copy has been received by Purchaser.

IV. REVOCABILITY AND CANCELLATION: This is a legally binding Contract. This Contract is revocable unless the Purchaser indicates otherwise by signing in the space provided below (See Disclosure 6.). This Contract cannot be modified or changed without written approval of the Seller.

YOU (THE PURCHASER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH (30TH) DAY AFTER THE DATE OF THIS TRANSACTION BY GIVING THE SELLER WRITTEN NOTICE OF CANCELLATION AND RECEIVE A REFUND OF MONIES PAID ACCORDING TO THE TERMS OF THIS CONTRACT (See Disclosure 6.).

By executing this Contract on the signature line below, Purchaser acknowledges and certifies that he or she has read this Contract and the personal information provided above is true and correct as the date thereof (See Disclosure 11.).

PURCHASER'S SIGNATURE	DATE:
AUTHORIZED PRENEED SALES AGENT NAME	
AUTHORIZED PRENEED SALES AGENT SIGNATURE	DATE:

IRREVOCABLE OPTION (See Disclosure 2.)	
I am signing this statement to waive and renounce my right to cancel this Contract. I understand that the Contract will be irrevocable and I will not be entitled to a refund of any money I have paid. I understand that I do not have to sign this irrevocable option in order 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 qualify for public assistance such as Medicaid, Supplemental Security Income, or other public assistance.	
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 TRUST FUNDED.

Unless **Provider** has furnished a surety bond or letter of credit acceptable to the Alabama Board of Funeral Services, **Provider** will deposit all funds in accordance with **USE OF AMOUNT TO BE TRUSTED** (Disclosure 4.) required for Cemetery Merchandise and Services in a state or national bank, trust company, federally insured savings and loan association or with a person lawfully appointed as fiduciary of the funds in accordance with Ala. Code § 34-13-170 et seq. The trustee will be chosen by the **Provider** and the trust will be subject to a trust agreement approved by the Alabama Board of Funeral Services. As an alternative to the trust requirement, the **Provider** may purchase a surety bond in an amount not less than the aggregate value of outstanding liabilities on undelivered preneed contracts for merchandise, services and cash advances. The term outstanding liabilities means the original retail amount of services and cash advances and the actual cost to the **Provider** to provide the undelivered merchandise sold on each contract. In lieu of a surety bond, the **Provider** may purchase a letter of credit in the amount of the outstanding liabilities.

4. USE OF AMOUNT TO BE TRUSTED.

Of the **Contract** price total, the **Seller** will place at least: (1) One Hundred Ten percent (110%) of the wholesale cost of cemetery merchandise; (2) Sixty percent (60%) of the purchase price collected for outer burial containers; (3) Sixty percent (60%) of the purchase price collected for cemetery services; (4) One hundred percent (100%) of the purchase price collected for all cash advance items sold; (5) seventy-five percent (75%) of the purchase price of caskets collected, in a trust.

Trust deposits shall be made not later than thirty (30) days after the end of the calendar month in which the sum of the monies collected on the **Contract** exceeds the amount that is not required to be trusted under Ala. Code § 34-13-262, unless prior to that time all liabilities of the **Seller** under the **Contract** have been satisfied, or the preneed **Contract** has been validly cancelled. Any further required trust deposits shall thereafter be made not later than thirty (30) days after the end of the calendar month in which each **Contract** payment is collected by the **Seller**.

5. MONEY DUE AT TIME OF FULFILLMENT.

If the Purchaser has not completed all required payments according to the terms of this Contract at the time of the Contract Beneficiary's death, then the difference between the total payments made and the Contract price, including adjustments for nonguaranteed cash advance items, is due and payable to the Provider at the time of fulfillment (see also Disclosure 6.).

6. 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.

7. 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.

Unless made Irrevocable (Section IV), **Purchaser** may cancel this **Contract** after thirty (30) days of the date the **Contract** was executed by providing written notice to the **Seller**.

If cancelled after thirty (30) days, the **Seller** shall be entitled to the amount allocable to any Cemetery Merchandise and Services that has been delivered or performed and a cancellation fee not to exceed twenty percent (20%) of the purchase price collected. 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 8.).

8. TRANSFER.

In the event that a **Provider** is appointed other than the **Seller**, the **Seller** transfer to the appointed **Provider** the amount paid by the **Purchaser** less the amount allocable to any Cemetery Merchandise and Services that as been delivered or performed and a reasonable transfer fee not to exceed twenty percent (20%) of the purchase price collected. No transfer shall occur without the acceptance of the appointed **Provider**.

9. 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** and withdraw the funds in trust. Upon making the withdrawal, the **Provider** shall refund to the **Purchaser** the amount collected under this **Contract** less any amounts allocable to Cemetery Merchandise and Services already delivered or performed and a cancellation fee of not more than twenty percent (20%) of the purchase price collected. Any accumulated earnings allocable to the preneed **Contract** shall be retained by the **Provider**. The **Provider** must give the **Purchaser** thirty (30) days notice of its intention to exercise any of its rights under this provision.

10. 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 one hundred percent (100%) of all monies collected on the **Contract**. The refund shall be made within thirty (30) days after the **Provider** receives the **Purchaser's** written request for refund.

11. 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.

12. 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 provided above is true and correct as the date thereof.

13. 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