

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

Date _____ Contract Number _____
Purchaser: _____ Provider: _____
Address: _____ Address: _____
City: _____ State: ___ Zip: _____ City: _____ State: ___ Zip: _____
Phone: _____ Phone: _____
Contract Beneficiary: _____ Address: _____
City: _____ State: _____ Zip: _____ Phone: _____ DOB: _____

STATEMENT OF CEMETERY MERCHANDISE AND SERVICES SELECTED

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

Developed Pre-Developed Lot Lawn Crypt Mausoleum Niche Other _____
Description of Interment Rights: _____ No. _____

GUARANTEED MERCHANDISE AND SERVICES

NON-GUARANTEED CASH ADVANCE ITEMS.

Interment Rights (incl. \$ _____ ECF) \$ _____
Memorialization – Type _____
Size _____ Design _____
Memorial Base – Type _____
Size _____ Color _____
Memorial Installation/Inspection Fee _____
Memorial Maintenance _____
Casket – Description _____
Material: Wood/Metal _____ Gauge _____
Other Burial Container – Type _____
Size _____ Weight _____ Load Cap. _____
Interment and Recording Fee _____
Processing Fee _____
Other _____
Sales Tax _____
Total Guaranteed Price (Including Sales Tax) \$ _____

We charge you for our services in obtaining those 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 \$ _____

“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. _____ (Purchaser’s Initials)

Total Contract Price For Cemetery Merchandise and Services (See Above) (Retail 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 \$ _____

II. Contract Funding: Purchaser agrees to fund this Contract by Life Insurance and/or Annuity as indicated below.

Life Insurance and/or Annuity Funding: (See additional provisions in Disclosure 3.) Purchaser agrees to provide the following Policy (ies):

Insurance Company (ies): _____ Policy Number (s): _____
Address of Insurance Company (ies): _____
If Life Insurance, Initial Death Benefit: \$ _____ Premium: \$ _____ Mode: _____
If Annuity, Maturity Value: \$ _____ Premium: \$ _____ Mode: _____

III. Acceptance 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 the 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 the written approval of the Seller.

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).

YOU (THE PURCHASER) MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRTIETH 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).

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 of the 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 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 lesser 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 lesser 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 lesser 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 the **Contract Beneficiary** or the attorney-in-fact, an heir or the Legal Representative of **Purchaser**.