

Seller/Firm Name: \_\_\_\_\_ Computer Contract No. \_\_\_\_\_

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

Phone: \_\_\_\_\_ Manager: \_\_\_\_\_

### Non-Guaranteed Price Pre-need Contract

THIS PRE-NEED CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the undersigned hereinafter called "Contract Buyer" and \_\_\_\_\_ hereinafter called "Contract Seller". Contract seller agrees to sell and provide and Contract Buyer agrees to purchase in accordance with the terms and conditions of this contract the professional funeral services and merchandise specifically listed below:

CONTRACT BENEFICIARY: \_\_\_\_\_ SS# \_\_\_\_\_

Charges are only for items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below(1). If you select a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as Direct Cremation or Immediate Burial. If we charge for Embalming, we will explain why below(2).

1. \_\_\_\_\_ 2. \_\_\_\_\_

The Contract Price of Merchandise and Services to be provided is \$ \_\_\_\_\_

\*Pre-Need Services Fee/Commission is \$ \_\_\_\_\_

Total Cash Price is \$ \_\_\_\_\_

\*Pre-Need Services/Commission: In addition to the Contract Price as agreed upon in this Agreement, the Contract Buyer shall also pay the Contract Seller a Pre-Need Service fee of not more than 10% of the Contract Price which shall not be subject to the depository requirements.

#### Itemization of Charges: (See attached sheet)

In order to minimize Escrow expenses, Contract Buyer requests that the Escrow Agent not furnish Contract Buyer with a yearly statement indicating the Escrow Account's financial status and expenses.

CANCELLATION: This contract may be cancelled either before death or after death by Contract Buyer; if Contract Buyer is deceased, then by the persons legally authorized to make funeral arrangements. If the Contract is cancelled, the Contract Buyer or Contract Buyer's estate is entitled to receive a refund of \_\_\_\_\_ % of the contract price and any income earned from investment of the principal less administrative or custodial fees.

After the death of the contract beneficiary, the Contract Buyer or the Contract Buyer's estate may cancel the prepaid contract only where there are no remains of the deceased; where the remains of the deceased cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

If this contract constitutes a time payment, the Contract Buyer shall pay to Contract Seller for the services and/or merchandise enumerated in this Contract in accordance with the following disclosure statement.

#### Federal Truth in Lending Disclosure Statement (See attached sheet)

Contract Buyer agrees that the provisions on the reverse side of the Contract shall constitute a part of this Contract and be incorporated herein.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND UNDER CERTAIN CIRCUMSTANCES OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. BY SIGNING THIS RETAIL INSTALLMENT CONTRACT YOU ARE GIVING US THE RIGHT TO CHECK YOUR CREDIT.

CONTRACT BUYER ACKNOWLEDGES RECEIPT TO A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND THAT HE/SHE HAS RECEIVED THE INFORMATION REQUIRED BY THE FEDERAL TRADE COMMISSION FUNERAL PRACTICES TRADE REGULATION RULE.

#### CONTRACT BUYERS RIGHT TO CANCEL

**YOU, THE CONTRACT BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE TENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

\_\_\_\_\_  
Contract Buyer Signature

\_\_\_\_\_  
Contract Seller Name

\_\_\_\_\_  
Address

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

Contract Seller Representative

\_\_\_\_\_  
City/State/Zip

### *General Provisions*

**Certificate of Ownership:** When the Total Payments are paid, Contract Seller shall issue to Contract Buyer a final receipt evidencing the services and/or merchandise covered by the Contract.

**Deposit of Funds:** Within thirty (30) days of receipt, all funds that are required to be placed in escrow will be deposited by Contract Seller with a qualified Escrow Agent per the Michigan Prepaid Funeral and Cemetery Sales Act (PA255 of 1986, as amended). No withdrawal of such deposits, or accumulated earnings thereon, shall be made except in accordance with Michigan Law.

**Investment of Funds:** Funds held in escrow shall be invested in interest bearing accounts in a depository.

**Beneficiary:** Contract Buyer may designate a new contract beneficiary anytime before the death of the beneficiary stated in this Contract by providing Contract Seller with written notice.

**Cancellation Before Death:** This Contract may be cancelled before death by Contract Buyer. If the Contract is cancelled, the Contract Buyer is entitled to receive a refund of designated % of the contract price and any income as required by law.

**Cancellation After Death:** After the death of the contract beneficiary, the Contract Buyer or the Contract Buyer's estate may cancel the prepaid contract only where there are no remains of the deceased; where the remains of the deceased cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract. Contracts may be upgraded after the death of the contract beneficiary by a person on behalf of the contract beneficiary's estate or by a person entitled to make funeral or cemetery arrangements. This does not prevent the transfer of a contract from one provider to another provider upon the request of those entitled to make funeral arrangements.

**Cancellation by Contract Seller:** A Contract Seller of a non-guaranteed price contract or a provider designated to furnish merchandise or funeral or cemetery services pursuant to a guaranteed price contract may cancel a prepaid contract only if the Contract Buyer of a guaranteed price contract is more than 90 days delinquent in making any installment payment or partial payment, or the Contract Buyer is otherwise in default as to any other obligation under the contract. Upon cancellation, the Contract Buyer shall receive a refund as determined pursuant to designated contractual amount.

**Substitution of Merchandise:** It is understood the exact merchandise set forth in this Contract may not be available at the time of need and delivery, and in such an event the merchandise furnished will be that most nearly similar and comparable in quality of material and workmanship then available.

**Additional transportation charge:** If the death of a person covered by this contract occurs beyond service area of Contract Seller, Contract Buyer, or his/her heirs, assigns, or authorized representative will pay all costs occasioned by bringing the remains of said person to Contract Seller, in excess of the amount allocated on this Contract.

**Prepayment within ninety (90) days:** In the event Contract Buyer pays the amount pursuant to this Contract in three (3) periodic payments or less, but in no event more than ninety (90) days from the date of this Contract, there shall be no Finance Charge assessed to Contract Buyer by Contract Seller and any finance charge paid to date will be reimbursed to Contract Buyer.

**Prepayment Rebate:** In the event of prepayment in full of this Contract prior to its scheduled maturity whether before, on or after date of any acceleration, the sum of the digits method, commonly referred to as the "Rule of 78", will be used in computing the unearned portion of the Finance Charge. In no event will a rebate of less than \$1.00 be made.

**Singular or Plural:** In the event this Contract is executed by more than one person, as Contract Buyer, the singular shall include the plural, and each shall be jointly and severally entitled to and bound by all covenants.

**Change of Address:** Contract Buyer agrees to notify Contract Seller of any change of address.

**Nature of Covenants:** This Contract shall be valid and binding when accepted by a duly authorized representative of the Contract Seller. This instrument contains the entire agreement between Contract Seller and Contract Buyer, and cannot be modified, except by written supplement thereto. This Contract shall be binding upon the successors, assigns, beneficiaries, heirs, and legal representatives of the parties hereto.

THIS IS A NON-GUARANTEED PRICE CONTRACT. THE ACTUAL COSTS OF THE FUNERAL GOODS AND SERVICES DELIVERED AT THE TIME OF DEATH MAY BE GREATER OR LESS THAN THE AMOUNT OF PRINCIPAL AND INCOME IN THE ESCROW ACCOUNT. CONTRACT BUYER'S ESTATE, OR THE PERSON OR PERSONS LEGALLY ENTITLED TO MAKE FUNERAL ARRANGMENTS ARE NOT OBLIGATED TO PURCHASE SPECIFIC GOODS AND SERVICES WHICH WERE SELECTED BEFORE THE DEATH OF THE CONTRACT BENEFICIARY OR TO EXPEND A SPECIFIC AMOUNT ON FUNERAL GOODS AND SERVICES.

IT IS EXPRESSLY UNDERSTOOD THAT NOTHING IN THIS CONTRACT SHALL APPLY TO CASH ADVANCE PAYMENTS, SERVICES FOR THE CARE OF OPENING AND/OR PURCHASE OF CEMETERY LOTS, MAUSOLEUM SPACE, COLUMBARIUM SPACE, AND OTHER PLACE OF SEPULCHRE, OR ANY OTHER ITEM NORMALLY PAID AT THE TIME OF A SERVICE, UNLESS SUCH ARE SPECIFICALLY DESCRIBED UNDER CASH ADVANCE CHARGES ON THE FRONT OF THIS CONTRACT.

#### *Exclusion of Warranty*

THE ONLY WARRANTIES, EXPRESS OR IMPLIED, GRANTED IN CONNECTION WITH THE MERCHANDISE AND SOLD WITH THIS FUNERAL SERVICE, ARE THE EXPRESS WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXTENDED BY SELLER.

NOTE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.