



NFDA SAMPLE PRENEED FUNERAL CONTRACT PACKET

The Model Consumer Protection Guidelines for State Preneed Funeral Statutes (the “Guidelines”) adopted by the NFDA Policy Board list over 30 disclosures that should be contained in preneed funeral contracts. While the Guidelines were written to assist states in developing comprehensive preneed laws, they also serve as a roadmap for putting together consumer-friendly preneed funeral contracts.

Using the disclosures recommended by the Guidelines, the NFDA Preneed with Integrity Work Group has assembled ten different sample preneed funeral contracts. Why ten? Because there are so many variables with preneed contracts, such as insurance-funded or trust-funded, irrevocable or revocable, guaranteed-price or non-guaranteed price, that ten sample forms were created to address the various combinations.

Each sample contract contains the information and disclosures that the Guidelines require so that the consumer is given an easy-to-read, comprehensive description of the terms and conditions of the preneed transaction. Please note, however, that these are only samples and there is nothing magic in the language of the forms. Feel free to customize the language to fit your particular situation.

WARNING: These sample forms are not state-specific. Several states require mandatory disclosures that must be printed on preneed contracts. These sample forms do **NOT** include those disclosures. Therefore, while these forms can provide you with sample terms and disclosures, they should not be used in place of state-mandated language.

Also, please note that some of the provisions of the contract forms are in italicized print. This indicates that the language may or may not be applicable to your state or funeral home. For example, the forms have provisions for cancellations and transfer fees. Some states do not permit these types of fees; other states place restrictions on the amount of the fees. For this reason, we have placed language discussing these fees in italicized print. Please use only those portions of the sample forms that comply with your state law.

**LIST OF NFDA PRENEED FUNERAL CONTRACT
SAMPLE FORMS**

<u>FORM NO.</u>	<u>DESCRIPTION</u>
1	Trust-Funded, Irrevocable, Guaranteed Price
2	Trust-Funded, Irrevocable, Non-Guaranteed Price
3	Trust-Funded, Revocable, Guaranteed Price
4	Trust-Funded, Revocable, Non-Guaranteed Price
5	Insurance Purchase, Irrevocable, Guaranteed Price
6	Insurance Purchase, Irrevocable, Non-Guaranteed Price
7	Insurance Purchase, Revocable, Guaranteed Price
8	Insurance Purchase, Revocable, Non-Guaranteed Price
9	Insurance Assignment, Irrevocable, Non-Guaranteed Price
10	Insurance Assignment, Revocable, Non-Guaranteed Price

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 1
TRUST-FUNDED, IRREVOCABLE, GUARANTEED PRICE

1. **INTRODUCTION.** You, the Purchaser, are pre-paying for the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. **PARTIES AND DEFINED TERMS.** The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are purchasing the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary."

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Trustee

The Trustee is the financial institution into which the prepaid funds required to be trusted under state law are deposited and invested until the funeral services are performed.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. DEPOSIT INTO TRUST. The total price for the funeral services and merchandise you purchased is listed on the Purchase Statement. Within _____ days after the Funeral Home receives the total price, it will deposit with the Trustee _____% of the total price. [*The remaining portion of the total price is retained by the Funeral Home as its administrative fee.*] You will receive written confirmation from the Trustee of the deposit within _____ days of your payment. If you do not receive written confirmation of that deposit within _____ days, please contact _____ at _____.
5. INTEREST AND FEES. The Trustee shall invest the trust funds and [__% of] the interest earnings from those funds. Those funds shall remain in trust until they are used to pay for the funeral expenses. Periodic withdrawals from the trust will be made by the Trustee to pay fees and administrative expenses [*and taxes*].

[Select one of the following Sections 6 depending upon who is responsible for the payment of taxes.]

6. PAYMENT OF TAXES BY TRUST. Income taxes on the interest earned by the trust funds shall be paid by the Trustee from the trust funds.

[OR]

6. PAYMENT OF TAXES BY PURCHASER. You, as the Purchaser, are responsible for paying the income taxes on the interest income generated by the trust. The Trustee will send you annual statements showing the earnings.
7. GUARANTEED PRICE AGREEMENT. The Funeral Home has agreed to provide the funeral services and merchandise listed on the Purchase Statement (except for any cash advances) for the total price you paid and all of the interest earnings in the trust. When the Funeral Home has provided the funeral services and merchandise listed in the Purchase Statement, it shall be paid all of the trust funds by the Trustee. However, additional charges may be incurred for unexpected costs such as increases in the prices of any cash advance items listed on the Purchase Statement, shipping expenses if the death occurs outside of the Funeral Home's service area, and selection of different funeral services or merchandise by any survivors who have the right to alter funeral arrangements.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.

9. _____ IRREVOCABLE AGREEMENT. By placing your initials at the _____ (initials) beginning of this Section 9, you agree that after the initial _____ - day cancellation period expires, this Agreement may not be cancelled by you. Although you will have the right to transfer the funding to another funeral home in accordance with Section 10, you will not be able to obtain a refund of the prepaid funds.

10. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the funding for this Agreement to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Trustee requesting the transfer and designating the new funeral home. *[As part of the transfer, the Trustee shall pay the Funeral Home a transfer fee of \$_____ or _____% from the trust funds. If the transfer to another funeral home is made because the original Funeral Home is unable to provide the funeral services, no transfer fee shall be paid.]*

11. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE
 I have read this Agreement and agree to be bound by it.

FUNERAL HOME SIGNATURE
 The Funeral Home agrees to be bound by this Agreement.

By: _____

Date: _____, 20____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 2
TRUST-FUNDED, IRREVOCABLE, NON-GUARANTEED PRICE

1. **INTRODUCTION**. You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. **PARTIES AND DEFINED TERMS**. The parties and other defined terms are listed below:

a) **Purchaser**

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) **Funeral Home**

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) **Beneficiary**

If you are selecting the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary."

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) **Trustee**

The Trustee is the financial institution into which the prepaid funds required to be trusted under state law are deposited and invested until the funeral services are performed.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are selecting from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have selected may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. DEPOSIT INTO TRUST. Your payment for the funeral services and merchandise you have selected is based upon the Funeral Home's current prices and is listed on the Purchase Statement. Within _____ days after the Funeral Home receives this payment from you, it will deposit with the Trustee _____% of that payment. [*The remaining portion of the payment is retained by the Funeral Home as its administrative fee.*] You will receive written confirmation from the Trustee of the deposit within _____ days of your payment. If you do not receive written confirmation of that deposit within _____ days, please contact _____ at _____.
5. INTEREST AND FEES. The Trustee shall invest the trust funds and [__% of] the interest earnings from those funds. Those funds shall remain in trust until they are applied toward the payment of the funeral services and merchandise. Periodic withdrawals from the trust will be made by the Trustee to pay fees and administrative expenses [*and taxes*].

[*Select one of the following Sections 6 depending upon who is responsible for the payment of taxes.*]

6. PAYMENT OF TAXES BY TRUST. Income taxes on the interest earned by the trust funds shall be paid by the Trustee from the trust funds.

[OR]

6. PAYMENT OF TAXES BY PURCHASER. You, as the Purchaser, are responsible for paying the income taxes on the interest income generated by the trust. The Trustee will send you annual statements showing the earnings.
7. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual price of those items will be established from the Funeral Home's price lists when the death occurs and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the trust funds it receives from the Trustee toward the total price of the funeral services and merchandise provided by the Funeral Home. If that total price is less than the proceeds of the trust funds, any surplus shall be paid to the estate. If that price is more than the proceeds of the trust funds, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. **INITIAL RIGHT OF CANCELLATION.** You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.

9. _____ **IRREVOCABLE AGREEMENT.** By placing your initials at the (initials) beginning of this Section 9, you agree that after the initial ____ - day cancellation period expires, this Agreement may not be cancelled by you. Although you will have the right to transfer the funding to another funeral home in accordance with Section 10, you will not be able to obtain a refund of the prepaid funds.

10. **TRANSFER TO ANOTHER FUNERAL HOME.** If you wish to use another funeral home to provide the funeral, you may transfer the funding for this Agreement to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Trustee requesting the transfer and designating the new funeral home. [As part of the transfer, the Trustee shall pay the Funeral Home a transfer fee of \$_____ or _____% from the trust funds. If the transfer to another funeral home is made because the original Funeral Home is unable to provide the funeral services, no transfer fee shall be paid.]

11. **OTHER TERMS.** This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE

I have read this Agreement and agree to be bound by it.

Date: _____, 20____

FUNERAL HOME SIGNATURE

The Funeral Home agrees to be bound by this Agreement.

By: _____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 3
TRUST-FUNDED, REVOCABLE, GUARANTEED PRICE

1. **INTRODUCTION.** You, the Purchaser, are pre-paying for the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. **PARTIES AND DEFINED TERMS.** The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are purchasing the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary."

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Trustee

The Trustee is the financial institution into which the prepaid funds required to be trusted under state law are deposited and invested until the funeral services are performed.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. DEPOSIT INTO TRUST. The total price for the funeral services and merchandise you purchased is listed on the Purchase Statement. Within _____ days after the Funeral Home receives the total price, it will deposit with the Trustee _____% of the total price. [*The remaining portion of the total price is retained by the Funeral Home as its administrative fee.*] You will receive written confirmation from the Trustee of the deposit within _____ days of your payment. If you do not receive written confirmation of that deposit within _____ days, please contact _____ at _____.
5. INTEREST AND FEES. The Trustee shall invest the trust funds and [% of] the interest earnings from those funds. Those funds shall remain in trust until they are used to pay for the funeral expenses. Periodic withdrawals from the trust will be made by the Trustee to pay fees and administrative expenses [*and taxes*].

[Select one of the following Sections 6 depending upon who is responsible for the payment of taxes.]

6. PAYMENT OF TAXES BY TRUST. Income taxes on the interest earned by the trust funds shall be paid by the Trustee from the trust funds.

[OR]

6. PAYMENT OF TAXES BY PURCHASER. You, as the Purchaser, are responsible for paying the income taxes on the interest income generated by the trust. The Trustee will send you annual statements showing the earnings.
7. GUARANTEED PRICE AGREEMENT. The Funeral Home has agreed to provide the funeral services and merchandise listed on the Purchase Statement (except for any cash advances) for the total price you paid and all of the interest earnings in the trust. When the Funeral Home has provided the funeral services and merchandise listed in the Purchase Statement, it shall be paid all of the trust funds by the Trustee. However, additional charges may be incurred for unexpected costs such as increases in the prices of any cash advance items listed on the Purchase Statement, shipping expenses if the death occurs outside of the Funeral Home's service area, and selection of different funeral services or merchandise by any survivors who have the right to alter funeral arrangements.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. **INITIAL RIGHT OF CANCELLATION.** You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.

9. **REVOCABLE AGREEMENT.** Even after the initial _____ - day cancellation period has expired, you may still revoke this Agreement with the Funeral Home. To revoke the Agreement, you must notify the Funeral Home in writing that you are revoking the Agreement. Within _____ days after the Funeral Home receives that written notice, it will instruct the Trustee to refund to you the funds in the trust [*minus a cancellation fee of _____ or _____ % which will be paid to the Funeral Home.*]

10. **TRANSFER TO ANOTHER FUNERAL HOME.** If you wish to use another funeral home to provide the funeral, you may transfer the funding for this Agreement to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Trustee requesting the transfer and designating the new funeral home. [*As part of the transfer, the Trustee shall pay the Funeral Home a transfer fee of \$_____ or _____% from the trust funds. If the transfer to another funeral home is made because the original Funeral Home is unable to provide the funeral services, no transfer fee shall be paid.*]

11. **OTHER TERMS.** This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE

I have read this Agreement and agree to be bound by it.

Date: _____, 20____

FUNERAL HOME SIGNATURE

The Funeral Home agrees to be bound by this Agreement.

By: _____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 4
TRUST-FUNDED, REVOCABLE, NON-GUARANTEED PRICE

1. **INTRODUCTION.** You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. **PARTIES AND DEFINED TERMS.** The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are selecting the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary."

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Trustee

The Trustee is the financial institution into which the prepaid funds required to be trusted under state law are deposited and invested until the funeral services are performed.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are selecting from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have selected may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. DEPOSIT INTO TRUST. Your payment for the funeral services and merchandise you have selected is based upon the Funeral Home's current prices and is listed on the Purchase Statement. Within _____ days after the Funeral Home receives this payment from you, it will deposit with the Trustee _____% of that payment. [*The remaining portion of the payment is retained by the Funeral Home as its administrative fee.*] You will receive written confirmation from the Trustee of the deposit within _____ days of your payment. If you do not receive written confirmation of that deposit within _____ days, please contact _____ at _____.
5. INTEREST AND FEES. The Trustee shall invest the trust funds and [% of] the interest earnings from those funds. Those funds shall remain in trust until they are applied toward the payment of the funeral services and merchandise. Periodic withdrawals from the trust will be made by the Trustee to pay fees and administrative expenses [*and taxes*].

[*Select one of the following Sections 6 depending upon who is responsible for the payment of taxes.*]

6. PAYMENT OF TAXES BY TRUST. Income taxes on the interest earned by the trust funds shall be paid by the Trustee from the trust funds.

[OR]

6. PAYMENT OF TAXES BY PURCHASER. You, as the Purchaser, are responsible for paying the income taxes on the interest income generated by the trust. The Trustee will send you annual statements showing the earnings.
7. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual price of those items will be established from the Funeral Home's price lists when the death occurs and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the trust funds it receives from the Trustee toward the total price of the funeral services and merchandise provided by the Funeral Home. If that total price is less than the proceeds of the trust funds, any surplus shall be paid to the estate. If that price is more than the proceeds of the trust funds, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. **INITIAL RIGHT OF CANCELLATION.** You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.

9. **REVOCABLE AGREEMENT.** Even after the initial _____ - day cancellation period has expired, you may still revoke this Agreement with the Funeral Home. To revoke the Agreement, you must notify the Funeral Home in writing that you are revoking the Agreement. Within ___ days after the Funeral Home receives that written notice, it will instruct the Trustee to refund to you the funds in that trust [*minus a cancellation fee of _____ or _____% which will be paid to the Funeral Home.*]

10. **TRANSFER TO ANOTHER FUNERAL HOME.** If you wish to use another funeral home to provide the funeral, you may transfer the funding for this Agreement to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Trustee requesting the transfer and designating the new funeral home. [*As part of the transfer, the Trustee shall pay the Funeral Home a transfer fee of \$_____ or _____% from the trust funds. If the transfer to another funeral home is made because the original Funeral Home is unable to provide the funeral services, no transfer fee shall be paid.*]

11. **OTHER TERMS.** This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE

I have read this Agreement and agree to be bound by it.

Date: _____, 20____

FUNERAL HOME SIGNATURE

The Funeral Home agrees to be bound by this Agreement.

By:_____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 5
FUNDED BY PURCHASE OF INSURANCE POLICY
IRREVOCABLE AND GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are pre-paying for the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES AND DEFINED TERMS. The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are purchasing the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary." References to the "Purchaser" in the Agreement may also include the Beneficiary.

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Insurance Company

The funds you are paying will be used to purchase an Insurance Policy from the Insurance Company listed below. The proceeds of that Insurance Policy will pay for the funeral services and merchandise.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. INSURANCE POLICY. The funds paid by Purchaser shall be used to purchase an Insurance Policy from the Insurance Company on the life of the Purchaser (or if there is a Beneficiary, on the life of the Beneficiary). When the insured dies, the proceeds of the Insurance Policy shall be used to pay the Funeral Home for the funeral services and merchandise listed in the Purchase Statement. A copy of the application for the Insurance Policy is attached to this Agreement.
5. COMMISSION. The Funeral Home or its agent is receiving a commission from the Insurance Company on the sale of the Insurance Policy.
6. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Insurance Policy unless authorized to do so under this Agreement.
7. TERMINATION BY FUNERAL HOME. If the Insurance Policy is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
8. GUARANTEED PRICE AGREEMENT. The Funeral Home has agreed to provide the funeral services and merchandise listed on the Purchase Statement (except for any cash advances) in exchange for the proceeds of the Insurance Policy. When the Funeral Home has provided the funeral services and merchandise listed in the Purchase Statement, it shall be paid all of the proceeds of the Insurance Policy by the Insurance Company. However, additional charges may be incurred for unexpected costs such as unanticipated increases in the prices of any cash advance items listed on the Purchase Statement, shipping expenses if the death occurs outside of the Funeral Home's service area, and selection of different funeral services or merchandise by any survivors who have the right to alter funeral arrangements.

[If State law requires an initial revocation right for the consumer, Section 9 contains sample language.]

9. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.
10. _____ IRREVOCABLE AGREEMENT. By placing your initials at the (initials) beginning of this Section 10, you agree that after the initial ____ - day cancellation period expires, this Agreement may not be cancelled by you. Although you will have the right to transfer the Insurance Policy to another funeral home in accordance with Section 11, you will not be able to cancel the Insurance Policy to obtain its cash surrender value.
11. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Insurance Policy to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.
12. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE
I have read this Agreement and
agree to be bound by it.

FUNERAL HOME SIGNATURE
The Funeral Home agrees to be
bound by this Agreement.

By: _____

Date: _____, 20____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 6
FUNDED BY PURCHASE OF INSURANCE POLICY
IRREVOCABLE AND NON-GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES AND DEFINED TERMS. The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are selecting the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary." References to the "Purchaser" in the Agreement may also include the Beneficiary.

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Insurance Company

The funds you are paying will be used to purchase an Insurance Policy from the Insurance Company listed below. The proceeds of that Insurance Policy will pay for the funeral services and merchandise.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. INSURANCE POLICY. The funds paid by Purchaser shall be used to purchase an Insurance Policy from the Insurance Company on the life of the Purchaser (or if there is a Beneficiary, on the life of the Beneficiary). When the insured dies, the proceeds of the Insurance Policy shall be applied toward the payment of the funeral services and merchandise listed in the Purchase Statement. A copy of the application for the Insurance Policy is attached to this Agreement.
5. COMMISSION. The Funeral Home or its agent is receiving a commission from the Insurance Company on the sale of the Insurance Policy.
6. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Insurance Policy unless authorized to do so under this Agreement.
7. TERMINATION BY FUNERAL HOME. If the Insurance Policy is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
8. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual prices of those items will be established from the Funeral Home's price lists when the insured dies and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the Insurance Policy it receives from the Insurance Company toward the total price of the funeral services and merchandise provided by the Funeral Home. If the total price is less than the proceeds of the Insurance Policy, any surplus will be paid to the alternate beneficiary of the Insurance Policy or the estate. If the price is more than the proceeds of the Insurance Policy, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 9 contains sample language.]

9. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.

10. _____ IRREVOCABLE AGREEMENT. By placing your initials at the (initials) beginning of this Section 10, you agree that after the initial ____ - day cancellation period expires, this Agreement may not be cancelled by you. Although you will have the right to transfer the Insurance Policy to another funeral home in accordance with Section 11, you will not be able to cancel the Insurance Policy to obtain its cash surrender value.

11. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Insurance Policy to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.

12. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE
I have read this Agreement and agree to be bound by it.

FUNERAL HOME SIGNATURE
The Funeral Home agrees to be bound by this Agreement.

By: _____

Date: _____, 20____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 7
FUNDED BY PURCHASE OF INSURANCE POLICY
REVOCABLE AND GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are pre-paying for the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES AND DEFINED TERMS. The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are purchasing the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary." References to the "Purchaser" in the Agreement may also include the Beneficiary.

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Insurance Company

The funds you are paying will be used to purchase an Insurance Policy from the Insurance Company listed below. The proceeds of that Insurance Policy will pay for the funeral services and merchandise.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. INSURANCE POLICY. The funds paid by Purchaser shall be used to purchase an Insurance Policy from the Insurance Company on the life of the Purchaser (or if there is a Beneficiary, on the life of the Beneficiary). When the insured dies, the proceeds of the Insurance Policy shall be used to pay the Funeral Home for the funeral services and merchandise listed in the Purchase Statement. A copy of the application for the Insurance Policy is attached to this Agreement.
5. COMMISSION. The Funeral Home or its agent is receiving a commission from the Insurance Company on the sale of the Insurance Policy.
6. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Insurance Policy unless authorized to do so under this Agreement.
7. TERMINATION BY FUNERAL HOME. If the Insurance Policy is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
8. GUARANTEED PRICE AGREEMENT. The Funeral Home has agreed to provide the funeral services and merchandise listed on the Purchase Statement (except for any cash advances) in exchange for the proceeds of the Insurance Policy. When the Funeral Home has provided the funeral services and merchandise listed in the Purchase Statement, it shall be paid all of the proceeds of the Insurance Policy by the Insurance Company. However, additional charges may be incurred for unexpected costs such as unanticipated increases in the prices of any cash advance items listed on the Purchase Statement, shipping expenses if the death occurs outside of the Funeral Home's service area, and selection of different funeral services or merchandise by any survivors who have the right to alter funeral arrangements.

[If State law requires an initial revocation right for the consumer, Section 9 contains sample language.]

9. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.
10. REVOCABLE AGREEMENT. Even after the initial ____-day cancellation period has expired, you may still revoke this Agreement with the Funeral Home. To revoke the Agreement, you must notify the Funeral Home in writing that you are revoking the Agreement. If you also revoke the Insurance Policy, you will be entitled only to the cash value of the Insurance Policy which may be substantially less than the amount paid to purchase the Insurance Policy.
11. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Insurance Policy to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.
12. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE
I have read this Agreement and agree to be bound by it.

FUNERAL HOME SIGNATURE
The Funeral Home agrees to be bound by this Agreement.

By: _____

Date: _____, 20____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 8
FUNDED BY PURCHASE OF INSURANCE POLICY
REVOCABLE AND NON-GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES AND DEFINED TERMS. The parties and other defined terms are listed below:

a) Purchaser

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

b) Funeral Home

Name: _____

Address: _____

Phone No.: _____

License No.: _____

c) Beneficiary

If you are selecting the funeral services and merchandise for a person other than yourself, that person is the "Beneficiary." References to the "Purchaser" in the Agreement may also include the Beneficiary.

Name: _____

Address: _____

Phone No.: _____

SS No.: _____

Date of Birth: _____

d) Insurance Company

The funds you are paying will be used to purchase an Insurance Policy from the Insurance Company listed below. The proceeds of that Insurance Policy will pay for the funeral services and merchandise.

Name: _____

Address: _____

Phone No.: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.
4. INSURANCE POLICY. The funds paid by Purchaser shall be used to purchase an Insurance Policy from the Insurance Company on the life of the Purchaser (or if there is a Beneficiary, on the life of the Beneficiary). When the insured dies, the proceeds of the Insurance Policy shall be applied toward the payment of the funeral services and merchandise listed in the Purchase Statement. A copy of the application for the Insurance Policy is attached to this Agreement.
5. COMMISSION. The Funeral Home or its agent is receiving a commission from the Insurance Company on the sale of the Insurance Policy.
6. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Insurance Policy unless authorized to do so under this Agreement.
7. TERMINATION BY FUNERAL HOME. If the Insurance Policy is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
8. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual prices of those items will be established from the Funeral Home's price lists when the insured dies and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the Insurance Policy it receives from the Insurance Company toward the total price of the funeral services and merchandise provided by the Funeral Home. If the total price is less than the proceeds of the Insurance Policy, any surplus will be paid to the alternate beneficiary of the Insurance Policy or the estate. If the price is more than the proceeds of the Insurance Policy, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 9 contains sample language.]

9. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.
10. REVOCABLE AGREEMENT. Even that after the initial ____ - day cancellation period has expired, you may still revoke this Agreement with the Funeral Home. To revoke this Agreement, you must notify the Funeral Home in writing that you are revoking the Agreement. If you also revoke the Insurance Policy, you will be entitled only to the cash value of the Insurance Policy which may be substantially less than the amount you paid to purchase the Insurance Policy.
11. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Insurance Policy to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.
12. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE
I have read this Agreement and
agree to be bound by it.

FUNERAL HOME SIGNATURE
The Funeral Home agrees to be
bound by this Agreement.

By: _____

Date: _____, 20____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 9
FUNDED BY THE ASSIGNMENT OF INSURANCE
IRREVOCABLE AND NON-GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES. The parties are listed below:

a) Purchaser

b) Funeral Home

Name: _____

Name: _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

SS No.: _____

License No.: _____

Date of Birth: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.

4. ASSIGNMENT OF INSURANCE. The Purchaser IRREVOCABLY ASSIGNS to the Funeral Home the ownership of the following insurance policy or policies (the "Assigned Insurance") to be applied toward the payment of the funeral services and merchandise listed on the Purchase Statement:

Insurance Company

Face Amount

Policy No.

\$ _____

\$ _____

\$ _____

5. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Assigned Insurance unless authorized to do so under this Agreement.
6. TERMINATION BY FUNERAL HOME. If the Assigned Insurance is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
7. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual prices of those items will be established from the Funeral Home's price lists when the insured dies and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the Assigned Insurance it receives toward the total price of the funeral services and merchandise provided by the Funeral Home. If the total price is less than the proceeds of the Assigned Insurance, any surplus will be paid to the alternate beneficiary of the insurance policy or the estate. If the price is more than the proceeds of the Assigned Insurance, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.
9. _____ IRREVOCABLE AGREEMENT. By placing your initials at the (initials) beginning of this Section 9, you agree that after the initial ____ - day cancellation period expires, this Agreement may not be cancelled by you. Although you will have the right to transfer the Insurance Policy to another funeral home in accordance with Section 10, you will not be able to cancel the Assigned Insurance to obtain its cash surrender value.
10. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Assigned Insurance to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.

11. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE

I have read this Agreement and agree to be bound by it.

Date: _____, 20__

FUNERAL HOME SIGNATURE

The Funeral Home agrees to be bound by this Agreement.

By: _____

NFDA SAMPLE PRENEED FUNERAL CONTRACT NO. 10
 FUNDED BY THE ASSIGNMENT OF INSURANCE
 REVOCABLE AND NON-GUARANTEED PRICE

1. INTRODUCTION. You, the Purchaser, are selecting the funeral services and merchandise that will be provided by the Funeral Home in the future. This Agreement explains the terms of that purchase. If you have any questions about this purchase, please ask the Funeral Home before you sign the Agreement.

2. PARTIES: The parties are listed below:

a) Purchaser

b) Funeral Home

Name: _____

Name: _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

SS No.: _____

License No.: _____

Date of Birth: _____

3. FUNERAL SERVICES AND MERCHANDISE. The funeral services and merchandise you are purchasing from the Funeral Home are listed on the attached Statement of Funeral Goods and Services Selected (the "Purchase Statement"). The Funeral Home will use all reasonable efforts to provide the funeral services and merchandise listed in the Purchase Statement when they are needed. However, since this Agreement is to be carried out in the future, some of the items you have purchased may no longer be available to the Funeral Home. In that case, the Funeral Home agrees to provide similar items of equal or greater quality, value and workmanship in substitution for the unavailable items.

4. ASSIGNMENT OF INSURANCE. The Purchaser assigns to the Funeral Home the ownership of the following insurance policy or policies (the "Assigned Insurance") to be applied toward the payment of the funeral services and merchandise listed on the Purchase Statement:

Insurance Company	Face Amount	Policy No.
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

5. RESTRICTIONS. The Funeral Home agrees not to transfer, assign, cash in, borrow against, or otherwise encumber in any way the Assigned Insurance unless authorized to do so under this Agreement.
6. TERMINATION BY FUNERAL HOME. If the Assigned Insurance is not in force and payable to the Funeral Home at its full face value at the time of the insured's death, the Funeral Home is not required to provide the funeral services and merchandise and may elect to terminate the Agreement without liability.
7. NON-GUARANTEED PRICE AGREEMENT. The Funeral Home is not guaranteeing the prices of the funeral services and merchandise listed on the Purchase Statement. The actual prices of those items will be established from the Funeral Home's price lists when the insured dies and the funeral services and merchandise are supplied. The Funeral Home will apply all proceeds from the Assigned Insurance it receives toward the total price of the funeral services and merchandise provided by the Funeral Home. If the total price is less than the proceeds of the Assigned Insurance, any surplus will be paid to the alternate beneficiary of the insurance policy or the estate. If the price is more than the proceeds of the Assigned Insurance, then the estate or the survivors must either make acceptable arrangements to pay the shortfall or select less expensive funeral services and merchandise.

[If State law requires an initial revocation right for the consumer, Section 8 contains sample language.]

8. INITIAL RIGHT OF CANCELLATION. You may cancel this Agreement within _____ days after signing it. If you wish to cancel this Agreement, you must give the Funeral Home a written request to cancel before the _____ - day cancellation period expires. If you cancel, you will receive a refund of all monies you paid to the Funeral Home.
9. REVOCABLE AGREEMENT. Even that after the initial ____ - day cancellation period has expired, you may still revoke this Agreement with the Funeral Home. To revoke this Agreement, you must notify the Funeral Home in writing that you are revoking the Agreement. If you also revoke the Assigned Insurance, you will be entitled only to the cash value of the Assigned Insurance which may be substantially less than the amount you paid to purchase the Assigned Insurance.
10. TRANSFER TO ANOTHER FUNERAL HOME. If you wish to use another funeral home to provide the funeral, you may transfer the Insurance Policy to the new funeral home. To make the transfer, you must send written notice to the original Funeral Home and the Insurance Company requesting the transfer and designating the new funeral home.

11. OTHER TERMS. This Agreement may not be modified except in writing that is signed by both parties. This Agreement shall be subject to the laws of the State of _____. This Agreement is binding upon the heirs of the Purchaser and any successors or assigns of the Funeral Home.

PURCHASER PLEASE NOTE: You are to receive a signed copy of this Agreement with the attached Purchase Statement. Please make sure you have a complete copy.

PURCHASER'S SIGNATURE

I have read this Agreement and agree to be bound by it.

Date: _____, 20____

FUNERAL HOME SIGNATURE

The Funeral Home agrees to be bound by this Agreement.

By:_____