

# PREARRANGED TRUST FUNDED FUNERAL AGREEMENT

## FIRM INFORMATION

*All Information Required*

Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_  
 License Number \_\_\_\_\_

### PURCHASER INFORMATION

Purchaser's Name and Address  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 SSN \_\_\_\_\_ DoB \_\_\_\_\_ Sex \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_  
 Relationship of Purchaser to Beneficiary: \_\_\_\_\_

### BENEFICIARY INFORMATION

Funeral Beneficiary's Name and Address  *Check box if same as Purchaser*  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 SSN \_\_\_\_\_ DoB \_\_\_\_\_ Sex \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

## GUARANTEED / NON-GUARANTEED STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Unless indicated by an  the prices for Services and Merchandise are not guaranteed. The prices for Cash Advance Items are not guaranteed. For all items for which the prices are non-guaranteed, the current retail price of those items, at Maturity, will be charged and must be paid for prior to the provision of the Services and Merchandise.

### SERVICES

Code

#### SERVICE TYPE

\_\_\_\_\_

#### FUNERAL DIRECTOR AND STAFF SERVICES

1. Minimum Professional Service Fee .....
2. Other Professional Service Fee .....
3. \_\_\_\_\_

#### CARE AND PREPARATION OF REMAINS

1. Embalming .....
2. Other Preparation of the Remains .....
3. Refrigeration .....
4. \_\_\_\_\_
5. \_\_\_\_\_

#### USE OF FACILITIES AND STAFF

1. Visitation .....
2. Funeral Ceremony .....
3. Memorial Service .....
4. Graveside Service .....
5. \_\_\_\_\_

#### TRANSPORTATION (Within \_\_\_\_ Miles of the Funeral Home)

1. Transferring Remains to the Funeral Facility ....
2. Funeral Vehicle / Hearse .....
3. Family Vehicle / Limousine ( \_\_\_\_ Hours) .....
4. Flower Vehicle .....
5. Service Vehicle .....
6. \_\_\_\_\_

**Total Services \$ \_\_\_\_\_**

### MERCHANDISE

Code

\_\_\_\_\_ 1. Burial Casket / Cremation Casket or Container \_\_\_\_\_

Metal / Wood / Other \_\_\_\_\_  
 Gauge / Species \_\_\_\_\_  
 Exterior Color \_\_\_\_\_  
 Couch Full / Half \_\_\_\_\_  
 Handles Swing Bar / Fixed / None \_\_\_\_\_  
 Interior Material \_\_\_\_\_  
 Interior Color \_\_\_\_\_  
 Interior Design \_\_\_\_\_  
 Gasketed Yes / No \_\_\_\_\_

\_\_\_\_\_ 2. Alternative Container .....

Material \_\_\_\_\_ Color \_\_\_\_\_  
 Design \_\_\_\_\_

\_\_\_\_\_ 3. Vault or Other Outer Receptacle .....

Construction Material \_\_\_\_\_  
 Lined Yes / No Adhesive Lid Yes / No

\_\_\_\_\_ 4. Cremation Urn .....

Material \_\_\_\_\_ Color \_\_\_\_\_  
 Design \_\_\_\_\_

\_\_\_\_\_ 5. \_\_\_\_\_

\_\_\_\_\_ 6. \_\_\_\_\_

\_\_\_\_\_ 7. \_\_\_\_\_

\_\_\_\_\_ 8. \_\_\_\_\_

**Total Merchandise \$ \_\_\_\_\_**

### NON-GUARANTEED CASH ADVANCE ITEMS

We charge you for our services in obtaining those items designated with an asterisk (\*) below. Certain charges may be estimated. Indicated by "est".

1. Cemetery ..... \_\_\_\_\_
2. Flowers ..... \_\_\_\_\_
3. Paid Notices ..... @ \$ \_\_\_\_\_
4. Escorts ..... \_\_\_\_\_
5. Certified Death Certificates ..... @ \$ \_\_\_\_\_
6. Public Transportation ..... \_\_\_\_\_
7. Outside Funeral Director's Expense..... \_\_\_\_\_
8. Clergy / Religious Facility Honorariums..... \_\_\_\_\_
9. Musicians / Singers ..... \_\_\_\_\_
10. Permits ..... \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

**Total Non-Guaranteed Cash Advance Items \$ \_\_\_\_\_**

### OTHER FEES

1. Processing Fee..... \_\_\_\_\_
2. \_\_\_\_\_

**Total Other Fees \_\_\_\_\_**

**TOTAL PURCHASE PRICE \$ \_\_\_\_\_**

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**PAYMENT SCHEDULE**

Paid in Full  
 Yes     No

**Total Purchase Price** (Itemized on Page 1) \$ \_\_\_\_\_  
 Less Credit / Assignment \_\_\_\_\_ ( \_\_\_\_\_ )

Subtotal \$ \_\_\_\_\_  
 Less Down Payment Received on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ( \_\_\_\_\_ )

Remaining Balance Due \$ \_\_\_\_\_

**Annual Percentage Rate (not to exceed 18%)** \_\_\_\_\_ %    **Service Charge** \$ \_\_\_\_\_

(The amount you will have paid when you have made all scheduled payments.) **Total of Payments** \$ \_\_\_\_\_

<b>Purchaser's Payment Schedule</b>	Number of Payments _____	Payments are Due: <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually (Check only one) <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	Final payment not to exceed regular installment amount.
	Date 1 <sup>st</sup> Payment is Due _____	Regular Payment Amount \$ _____	Final Payment Amount \$ _____

**Order Coupon Payment Book**

**This agreement may be prepaid in full or in part at any time without penalty.**

**PREAUTHORIZED DEBIT**

**Attach Voided Check if Initialed**    **Purchaser to initial block if applicable.** By initialing this block, Purchaser authorizes our agent, FSI, to debit Purchaser's deposit account at the financial institution for which Purchaser has supplied a voided check for all payments due under this Agreement. Each month FSI will initiate a debit in the amount of the monthly payment from Purchaser's account on or about the payment due date shown above. Either party may choose to terminate these preauthorized debits by sending thirty (30) days prior written notice to the other party. If these preauthorized debits are terminated before all amounts due under this Agreement have been paid in full, Purchaser agrees to make payments by another payment method

**IRREVOCABLE CERTIFICATION**

**Initials**    **Purchaser to initial block if applicable.** Unless Purchaser initials this block, the Agreement is revocable and may be cancelled at any time. By initialing this block, Purchaser certifies that Beneficiary is the purchaser for the purpose of Section 497.459, Florida Statutes, and that as such is an applicant for, or a recipient of, public assistance and desires to make this Agreement irrevocable in order to qualify for such assistance.

**RECEIPT OF PRICE LIST(S) ACKNOWLEDGEMENT**

**Initials**    **Purchaser to initial block to acknowledge receipt.** By initialing this block, Purchaser acknowledges that before selecting the services and merchandise identified on Page 1, Purchaser received a copy of the General Price List and that the Casket Price List and Outer Burial Container Price List were made available to Purchaser.

**IDENTIFICATION AND DESCRIPTION OF MANDATORY ITEMS AND EXPLANATION OF EMBALMING CHARGE**

**Nature of Charges.** Charges are only for those 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. If you selected 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 a direct cremation or immediate burial. If we charged for embalming, we will explain why below.

- |   |   |
|---|---|
| <input type="checkbox"/> Embalming is authorized by the legally authorized person, due to the type of service selected. | <input type="checkbox"/> The airline requires the use of a shipping or combination container. |
| <input type="checkbox"/> The cemetery of choice requires the use of an outer burial container (vault).                  | <input type="checkbox"/> _____  |
| <input type="checkbox"/> The crematory requires the use of a cremation casket or container.                             | <input type="checkbox"/> _____  |

**TERMS AND CONDITIONS**

- This Agreement is made and entered into by and between the parties and is effective as of the date of the last signature hereto.
- Purchaser is advised to refer to Chapter 497, Florida Statutes, for further information concerning this Agreement. A copy of Chapter 497, Florida Statutes, and the applicable trust instrument established hereunder may be inspected by the Purchaser during business hours at Firm's place of business.
- Purchaser represents and warrants that the Social Security Number shown on this form is the correct identification number of the Purchaser and that the Purchaser is not subject to federal backup withholding.
- Purchaser acknowledges that this Agreement was complete as to all essential terms prior to signing by Purchaser and that a copy thereof was, or will be, delivered to Purchaser.
- Firm has determined, as of the date of this Agreement, that the merchandise selected on Page 1 will be accepted at the following cemetery of the Purchaser's choice: \_\_\_\_\_
- Each payment received on this Agreement shall be allocated first to Service Charges, then to other fees, then to merchandise, then to services and lastly to cash advance items.**
- The amount to be trusted, pursuant to this Agreement, is 100% of funds collected for services, merchandise and cash advance items.**
- Unless this Agreement has been made irrevocable, it may be cancelled at any time. Upon cancellation, Purchaser shall receive a refund of 100% of funds paid, except for funds allocated to previously delivered items. Other fees and Services Charges are non-refundable.**
- The Board of Funeral, Cemetery and Consumer Services regulates preneed contracts in Florida. Should you have a complaint, you should contact the Board at the Division of Funeral, Cemetery and Consumer Services, 200 E. Gaines Street, Tallahassee, Florida 32399-0361, or by calling 1.800.323.2627.**
- If you purchased this Agreement anywhere other than Firm's place of business the following applies: You, the Purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**

Signature of Purchaser \_\_\_\_\_ MM DD YYYY

Signature of Firm's Authorized Representative \_\_\_\_\_ MM DD YYYY

FSI #	5 of Name	Counselor #1	Counselor #2	Source	Disposition	Service
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## ADDITIONAL TERMS AND CONDITIONS

### 1. Definitions.

- a. "FSI" shall mean Funeral Services, Inc.
- b. "Purchaser" shall mean the party who signs and has the right to cancel this Agreement.
- c. "Beneficiary" shall mean the individual for whom the services and/or merchandise set forth herein are to be provided at the time of death.
- d. "Firm" shall mean the seller/provider identified on Page 1.
- e. "Maturity" shall mean the death of the Beneficiary.
- f. "Delinquency" shall mean the failure of the Purchaser to make timely payments, scheduled on Page 3.
- g. "Default" shall mean the failure of the Purchaser to cure any Delinquency within the grace period.
- h. "Annual Percentage Rate" shall mean the cost of the Purchaser's payments over time at a yearly rate.
- i. "Service Charge" shall mean the dollar amount to be paid by Purchaser for the benefit of making payments over time.
- j. "Remaining Balance Due" shall mean the total price of the purchase less any down payment and/or funds transferred from another agreement.
- k. "Total of Payments" shall mean the amount the Purchaser will have paid after all payments are made as scheduled.

2. Trust. Pursuant to Section 497.464, Florida Statutes, the Firm shall establish a trust on behalf of, and for the use, benefit and protection of, the Purchaser. All payments made by the Purchaser hereunder shall be made payable to "First Florida Trust" and delivered to FSI, pursuant to a trust agreement approved by the Board of Funeral, Cemetery and Consumer Services. Trustee shall make an election pursuant to Section 685 of the Internal Revenue Code rendering the trust responsible for the payment of any federal, state and local taxes due upon any income earned by funds in trust hereunder.

3. Statement of Guarantee. Some of the prices on Page 1 may be guaranteed, some may be non-guaranteed. For those items for which the price is guaranteed, Firm shall accept all funds in trust for those items and no additional payment for those items will be due if this Agreement was paid in full prior to Maturity. For those items for which the price is non-guaranteed, the current retail price for those items, at Maturity, will be charged and must be paid prior to the provision of the items identified on Page 1. The greater of the amount paid by Purchaser for items for which the prices are non-guaranteed or the current market value of the assets in trust related to such items, at Maturity, will be credited against the current retail price, at Maturity, for those items. If the current retail value of any items for which the prices are non-guaranteed, at Maturity, is less than the amount paid by the Purchaser for such items, the excess will be refunded to Purchaser or to the estate of the Beneficiary. If this Agreement is not paid in full prior to maturity, all prices will be treated as non-guaranteed.

4. Merchandise. Notwithstanding any provision of this Agreement, Firm reserves the right to substitute merchandise of equal quality and workmanship if the merchandise identified on Page 1 is unavailable at Maturity.

5. Default. The Purchaser shall have a 90 day grace period within which to make any of the payments scheduled on Page 3. The Firm shall not cancel this Agreement unless a Default exists. In the event of a Default, the Firm may, at its option, cancel this Agreement by providing the Purchaser 30 days written notice. Upon cancellation by the Firm due to a Default, the Firm shall return all payments in trust to the Purchaser.

6. Cancellation/Refund Before Maturity. Purchaser may, before Maturity, cancel this Agreement by providing written notice to the Firm, and the Firm shall refund all funds paid on this agreement, less funds allocated to items previously delivered, other fees and Service Charges within 30 days of such cancellation.

7. Cancellation/Refund After Maturity. Purchaser may, after Maturity, cancel this Agreement in the event that the heirs or personal representative of the Beneficiary do not desire fulfillment of this Agreement by providing written notice to the Firm, and the Firm shall refund all funds paid on this Agreement less funds allocated to items previously delivered, other fees and Service Charges within 30 days of such cancellation.

8. Presumption of Abandonment. This Agreement will be presumed abandoned if: (1) the Agreement has been in effect for more than 50 years; or (2) the Beneficiary would be 105 years of age or older; or (3) the social security number of the Beneficiary shown on this Agreement is contained within the Social Security Administration's Death Master File or such other official record and the Firm has attempted to contact the Purchaser and Beneficiary, each at the last known address provided to Firm. Upon abandonment, trust assets associated with this Agreement shall be distributed among each remaining Agreement in the Firm's trust account as income. After this Agreement has been presumed abandoned, Purchaser or Beneficiary may cancel this Agreement, pursuant to section 8 on Page 3. Funds to be refunded shall be withdrawn from the income in the Firm's trust account, if sufficient, or shall be paid by Firm if sufficient income does not exist.

9. Effect of Cancellation. Upon cancellation of this Agreement, the parties shall be relieved of all further responsibilities hereunder.

10. Death Outside of Service Area. If Beneficiary dies outside of the service area identified on Page 1, additional charges may be incurred in order for Firm to fulfill this Agreement.

11. Inability of Firm to Perform. If, at Maturity, the Firm is unable to fulfill this Agreement, Purchaser shall be entitled to a refund, within 30 days of a written request for such refund, of all funds paid on this Agreement, less funds allocated to items previously delivered, other fees and Service Charges.

12. Consultation. The Firm reserves the right to consult with individuals (including, but not limited to, "legally authorized persons" as defined in Chapter 497, Florida Statutes) having a legal right to control the final disposition of the Beneficiary. The Firm shall not be liable to anyone for its decisions taken in good faith pursuant to consultation with any person.

13. Change of Address. Purchaser agrees to notify the Firm of any change of address of either the Purchaser or the Beneficiary within 30 days of such change.

14. Notices. Any notice required to be given pursuant to this Agreement may be given by U.S. Mail, express delivery service, email or facsimile.

15. Construction. This Agreement shall be construed under the provisions of Section 497.464, Florida Statutes, and all other relevant provisions of Chapter 497, Florida Statutes. Any conflict between the terms of this Agreement and the applicable provision of Chapter 497, Florida Statutes, or any other applicable law or rule shall be construed in accordance with the applicable law or rule.

16. Entire Understanding. Subject to acceptance by the Firm, this Agreement shall be binding upon the successors, assigns and legal representatives of the parties. This Agreement, and the trust established pursuant hereto, represents the entire agreement between the parties. The waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17. WARRANTIES. THE ONLY WARRANTIES, EXPRESSED OR IMPLIED, GRANTED IN CONNECTION WITH THE MERCHANDISE SOLD PURSUANT TO THIS AGREEMENT, ARE THE EXPRESS WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. NO OTHER WARRANTIES AND NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXTENDED BY THE FIRM.

18. THE GRANTOR TRUST RULES OF SS.671 ET.SEQ. OF INTERNAL REVENUE CODE OF 1986, AS AMENDED, MAY REQUIRE THE TRUSTEE TO PROVIDE THE PURCHASER WITH A FEDERAL INCOME TAX INFORMATIONAL STATEMENT REFLECTING INCOME EARNED BY THE TRUST: ACCORDINGLY, THE PURCHASER SHOULD SEEK THE ADVICE OF AN INDEPENDENT TAX PROFESSIONAL PERTAINING TO THE TAX IMPACT RESULTING FROM THIS AGREEMENT.