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: 2	ip:
Phone:	Phone:	
Contract Beneficiary:	Address:	
City: State: Zip: Phone:	DOB:	
STATEMENT OF CEMETER	RY MERCHANDISE AND SERVICES SELECTEI)
The Seller agrees to sell and Purchaser agrees to buy the following described	d Interment Rights, Merchandise and Services:	
☐ Developed ☐ Pre-Developed ☐ Lot ☐ Lawn Crypt Description of Interment Rights:		No
GUARANTEED MERCHANDISE AND SERVICES	NON-GUARANTEED CA	SH ADVANCE ITEMS.
Interment Rights (incl. \$ ECF)	We charge you for our services in obtainin (*) below:	g those items designated with an asterisk
Memorial Base – Type	1. 2.	
Memorial Installation/Inspection Fee	3. 4.	
Casket – Description Gauge	5.	
Other Burial Container – Type	Total Non-Guaranteed Cash Items	\$
Size Weight Load Cap Interment and Recording Fee Processing Fee	TOTAL GUARANTEED AND NON-G CEMETERY MERCHANDISE AND S	
OtherSales Tax	"NO CHARGE" has been denoted next t	o any complimentary or free items.
the death of the Contract Beneficiary (see Disclosures 4 & 5). The Provider the cost of Merchandise and Services provided at the time of fulfillment (th and Services only, unless Non-Guaranteed Cash Advance Items are specifie Prior to selecting the Cemetery Merchandise and Services, Purchaser ack Container Price List were made available to him/her. Total Contract Price For Cemetery Merchandise and Services (Services)	ne Contract Beneficiary's death). This Contract provides beneficial above. nowledges receipt of the General Price List, and that the General Price List (Purchaser's Initials)	its in the form of Cemetery Merchandise
Less Burial Insurance In Force, if applicable (List Company, Pol a description of the policy type)	licy Number, Face Amount) and	
	Less Down Pa	
	Balance Due	\$
II. Contract Funding: Purchaser agrees to fund this Contract by Life Insur	rance and/or Annuity as indicated below.	
Life Insurance and/or Annuity Funding: (See additional provisions in D Insurance Company (ies):	Disclosure 3.) Purchaser agrees to provide the following Policy Policy Number (s):	(ies):
Insurance Company (ies): Address of Insurance Company (ies): If Life Insurance, Initial Death Benefit: \$ Premium	: \$ Mode:	
If Annuity, Maturity Value: \$ Premium: \$ III. Acceptance by Seller: This Contract is not binding on Seller until it		ne office and an executed copy has beer
received by the Purchaser. IV. Revocability and Cancellation: This is a legally binding Contract. below (see Disclosure 6). This Contract cannot be modified or changed with	This Contract is revocable unless the Purchaser indicates of	
tolow (see Disclosure o). This contract cultion be mounted of changed with		erwise by signing in the space provided
By executing this Contract on the signature line below Purcha	nout the written approval of the Seller.	
By executing this Contract on the signature line below, Purcha information provided above is true and correct as the date there	nout the written approval of the Seller. user acknowledges and certifies that he or she has re	
	nout the written approval of the Seller. Iser acknowledges and certifies that he or she has receof (see Disclosure 11). AT ANY TIME PRIOR TO MIDNIGHT OF THE THIR	ad this Contract and the personal
information provided above is true and correct as the date there YOU (THE PURCHASER) MAY CANCEL THIS TRANSACTION A THIS TRANSACTION BY GIVING THE SELLER WRITTEN NOTICE.	nout the written approval of the Seller. Isser acknowledges and certifies that he or she has receof (see Disclosure 11). AT ANY TIME PRIOR TO MIDNIGHT OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR ICE OF THE	rad this Contract and the personal rieth DAY AFTER THE DATE OF MONIES PAID ACCORDING TO ON (See Disclosure 2)
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information provided above is true and correct as the date there you (THE PURCHASER) MAY CANCEL THIS TRANSACTION A THIS TRANSACTION BY GIVING THE SELLER WRITTEN NOTION THE TERMS OF THIS CONTRACT (see Disclosure 6).	ser acknowledges and certifies that he or she has recof (see Disclosure 11). AT ANY TIME PRIOR TO MIDNIGHT OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF CANCELLATION AND RECEIVE A REFUND OF THE THIR CE OF THE	rad this Contract and the personal rad this Contract and the personal rate of DF MONIES PAID ACCORDING TO ON (See Disclosure 2) and renounce my right to at the Contract will be irrevocable of any of the money I have to sign this irrevocable option in order chandise and Services. By my signature ancel this Contract because I want to

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 lessor 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 lessor 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 lessor 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 Purchaser.