

**STANDARD TRUST PRENEED FUNERAL CONTRACT**

Chapter 90, Article 13D, North Carolina General Statutes Governs this Contract

PRENEED FUNERAL ESTABLISHMENT NO. \_\_\_\_\_

\_\_\_\_\_ (“Funeral Home”) sells, and \_\_\_\_\_ (“Purchaser”)

purchases preneed funeral services, facilities and merchandise for \_\_\_\_\_ (“Beneficiary”)

whose address is \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Street Address PO Box City State Zip Code Social Security no.

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Date of Birth

The entry of Purchaser’s Social Security no. here (\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_) means that this purchase is made with Purchaser’s funds and that Purchaser is responsible for income tax on trust income, if any.

The payment of \$ \_\_\_\_\_ is made as of the date of this contract, receipt of which is acknowledged. Purchaser acknowledges that he or she understands that either no goods and services have been selected or if goods and services have been selected, **THE PRICE OF THESE GOODS AND SERVICES IS NOT GUARANTEED.**

Purchaser pays Funeral Home \$ \_\_\_\_\_, receipt of which is acknowledged this date. Purchaser acknowledges that he or she understands that either no goods and services have been selected or if goods and services have been selected, **THE PRICE OF THESE GOODS AND SERVICES IS NOT GUARANTEED.** Purchaser agrees to make further payments as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A filing fee of \$20.00 must be paid to the NC Board of Funeral Service.

By writing initials, Purchaser acknowledges that if the Purchaser does not receive written notification from the NC Board of Funeral Service, within 30 days, that the Board has received a copy of this contract, the Purchaser will notify the Board at 1033 Wade Avenue, Suite 108, Raleigh NC 27605 or call 1-800-862-0636 (or local 733-9380 in Raleigh). The filing of this contract with the NC Board of Funeral Service is required by law for the Purchaser’s protection.

By writing initials, Purchaser acknowledges that Funeral Home will retain, and not deposit in trust, \_\_\_\_\_% (not more than 10%) of payments made by Purchaser. Purchaser and Funeral Home acknowledge that if the Purchaser (or after the death of the Purchaser, the Beneficiary, or the Beneficiary’s legal representative) does not substitute another funeral establishment to furnish funeral services and merchandise, the Funeral Home shall give credit for the amount retained upon the death of the preneed funeral contract beneficiary and the performance of the preneed funeral contract.

By writing initials, Purchaser acknowledges that this sale was made at Funeral Home’s place of business. If this was an off-premises sale, YOU, THE PURCHASER, MAY CANCEL THIS PRENEED CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

By writing initials, Purchaser chooses to make this contract **revocable or irrevocable.** If revocable, Purchaser has the right to revoke it. If irrevocable, Purchaser **does not** have the right to revoke it unless Purchaser obtains a court order.

Revocable:  Irrevocable:

In accordance with NC Gen. Stat. Sec. 90-210.126(e), if this preneed contract includes a cremation, the purchaser hereby specifies the final disposition of the cremated remains: \_\_\_\_\_

The parties have signed this contract (which includes the provisions on the back) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name of accepting Funeral Home

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Address of Funeral Home

\_\_\_\_\_  
Address where all mail will be sent

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signature of Funeral Director or FS licensee, binding Funeral Home to contract

\_\_\_\_\_  
Financial Institution, which accepts Trust Fund and provisions of contract

FSL NO. \_\_\_\_\_ FD NO. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized representative of Financial Institution

\_\_\_\_\_  
Signature of person who sold contract

\_\_\_\_\_  
PN sales license no.

\_\_\_\_\_  
Account number

\_\_\_\_\_  
Trust fund tax I.D. no.

Signed and preneed sales license number affixed in presence of Purchaser at time of sale.

\_\_\_\_\_  
Date funds received by Financial Institution

\$\_\_\_\_\_  
Amount Received

**TRUST FUND.** Funeral Home will deposit all funds, less any permitted amount it retains, in Financial Institution in trust. Financial Institution will pay out the Trust Fund as provided by Chapter 90, Article 13D, North Carolina General Statutes.

**USE OF FUNDS.** Funeral Home will provide services, facilities and merchandise at Funeral Home's rates at the time they are provided. If the funding of this contract is insufficient for payment in full, Beneficiary's representatives may direct (or must direct if contract is irrevocable) that the trust fund and its income and any amount retained by Funeral Home be credited against costs contracted for by the representatives. If not otherwise directed by terms of this contract, any balance after payment in full shall be paid to Beneficiary's estate.

**DEFAULT.** If Purchaser does not make a payment when due, Funeral Home may declare this contract terminated, and Funeral Home will be relieved from further liability. Unless withdrawn (if this contract is revocable), Trust Fund will remain in trust, and Funeral Home will keep any amount retained by it, until Beneficiary's death. Then, the provisions concerning insufficient funds, under USE OF FUNDS, will apply.

**REVOCATION.** If this contract is revocable, in order for Purchaser to revoke it, Purchaser must deliver to Financial Institution a written demand for a refund and Financial Institution must deliver a written notice of refund to Funeral Home within five business days.

**RIGHTS RESERVED.** If a labor dispute, strike, government action, fire, war, epidemic, other disaster, changes in products or other causes beyond its control prevent or delay Funeral Home from providing the services, facilities or merchandise, Funeral Home may make reasonable substitution of comparable services, facilities or merchandise, and it will not be liable for inconvenience, delay, emotional upset, pain and suffering, loss or damage experienced by Purchaser or Beneficiary, their estates, families, legatees, heirs or legal representatives.

**RETENTION.** If Funeral Home retained and did not deposit in trust a portion of the purchase price, and if there is no substitute funeral establishment, Funeral Home will give credit for the amount retained at the death of Beneficiary and performance of this contract.

**SUBSTITUTION OF FUNERAL HOME.** If this contract is irrevocable, Purchaser, or, after Purchaser's death, Beneficiary or Beneficiary's legal representative, may direct the substitution of another funeral establishment.

**TRANSFER OF TRUST FUND TO ANOTHER FINANCIAL INSTITUTION.** Funeral Home has the right to have Trust Fund transferred to another Financial Institution.

**ENTIRE AGREEMENT.** This form, together with the Standard Preneed Statement of Funeral Goods and Services Selected, contains the entire agreement between Purchaser and Funeral Home and supersedes and integrates all communications and other agreements relating to this subject.

**AMENDMENTS.** Any changes to this contract must be filed as a new contract, marked "CONTRACT AMENDMENT", with the NC Board of Funeral Service. Contract amendment shall not change the irrevocable clause or directive by Purchaser that all funds, along with growth, be used for the purchase of funeral services, facilities or merchandise.

**EXCLUSION OF WARRANTIES.** There are no warranties of merchandise or fitness for a particular purpose extended by Funeral Home. The only warranties, express or implied, which are granted in connection with the services and merchandise sold under this contract are the express written warranties, if any, extended by the manufacturers of the merchandise sold, and no warranties are expressed or implied by Funeral Home.

**DISCLOSURE OF TRUST INFORMATION.** The Purchaser and the Funeral Home agree that the Financial Institution is authorized to disclose any and all information concerning the Trust Fund directly to the Purchaser.

**DISCLOSURES BY FUNERAL HOME.** All disclosures required by the Federal Trade Commission or other provisions of federal and North Carolina law are attached to this contract.

**RECOVERY FUND.**

**The NC Board of Funeral Service has a Recovery Fund to reimburse purchasers of preneed contracts who suffer financial loss as a result of the malfeasance, misfeasance, default, failure or insolvency of a preneed licensee.**

**WARNING**

**If this contract is irrevocable and used to qualify Beneficiary for any public assistance benefits, all monies may be required to be used for funeral services, facilities, and merchandise. You should carefully review those laws to assure compliance with those provisions.**

**STANDARD PRENEED STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**

The Federal Trade Commission requires this disclosure. Also, this statement of disclosure is provided pursuant to the requirements of North Carolina G.S. 90-210.25(e). This funeral home is licensed by the North Carolina Board of Funeral Service whose mailing address is 1033 Wade Avenue, Suite 108, Raleigh, NC 27605, 1-800-862-0636 (or local 733-9380 in Raleigh).

With a Standard Preneed Funeral Contract the costs of these goods and services are not guaranteed. They will most likely increase with inflation. Your selection of goods and services assists you in determining how much your funeral would cost if it were held today.

Funeral Home \_\_\_\_\_ Preneed Establishment License Number \_\_\_\_\_  
 Name of Beneficiary \_\_\_\_\_ Date \_\_\_\_\_

Charges are made 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 direct cremation or immediate burial. If we charged for embalming, we will explain below.

**A. CHARGE FOR PROFESSIONAL SERVICES, FACILITIES AND EQUIPMENT**

|  |                 |
|--|-----------------|
| Basic Services of Funeral Director and Staff and Overhead      | \$ _____        |
| Embalming  | \$ _____        |
| Other Preparation of the Body                                  | \$ _____        |
| Use of Facilities and/or Staff for Visitation/Viewing          | \$ _____        |
| Use of Facilities and/or Staff for Funeral Ceremony            | \$ _____        |
| Use of Facilities and/or Staff for Memorial Service            | \$ _____        |
| Use of Equipment and/or Staff for Graveside Service            | \$ _____        |
| Transfer of Remains to Funeral Home _____ miles radius         | \$ _____        |
| Hearse   | \$ _____        |
| Limousine or other Family Vehicle                              | \$ _____        |
| Other Autos  | \$ _____        |
| Forwarding of Remains to another Funeral Home                  | \$ _____        |
| Receiving Remains from another Funeral home                    | \$ _____        |
| Direct Cremation   | \$ _____        |
| Immediate Burial   | \$ _____        |
| Additional Services, Facilities, and Equipment (Specify) _____ | \$ _____        |
| _____ \$ _____   | \$ _____        |
| _____ \$ _____   | \$ _____        |
| _____ \$ _____   | \$ _____        |
| <b>Total Additional Services, Facilities, and Equipment</b>    | <b>\$ _____</b> |

**TOTAL SERVICES, FACILITIES AND EQUIPMENT** \$ \_\_\_\_\_

**B. CHARGES FOR MERCHANDISE**

|  |                 |
|--|-----------------|
| Casket (Specify manufacturer, model, material, color, interior fabric and color) | \$ _____        |
| _____  | _____           |
| Outer Burial Container (Specify manufacturer, model, and material)               | \$ _____        |
| _____  | _____           |
| Additional Merchandise (Specify):  | _____ \$ _____  |
| _____ \$ _____   | _____ \$ _____  |
| _____ \$ _____   | _____ \$ _____  |
| _____ \$ _____   | _____ \$ _____  |
| _____ \$ _____   | _____ \$ _____  |
| <b>TOTAL MERCHANDISE</b>   | <b>\$ _____</b> |

**C. CASH ADVANCE ITEMS**

We charge you for our services in obtaining those items marked with an "X"

|  |          |                                |          |
|--|----------|--------------------------------|----------|
| <input type="checkbox"/> Obituary notices                      | \$ _____ | <input type="checkbox"/> _____ | \$ _____ |
| <input type="checkbox"/> Cemetery charges                      | \$ _____ | <input type="checkbox"/> _____ | \$ _____ |
| <input type="checkbox"/> Certified copies of death certificate | \$ _____ | <input type="checkbox"/> _____ | \$ _____ |
| <input type="checkbox"/> Flowers                               | \$ _____ | <input type="checkbox"/> _____ | \$ _____ |
| <input type="checkbox"/> Crematory charges                     | \$ _____ | <input type="checkbox"/> _____ | \$ _____ |

**TOTAL CASH ADVANCE ITEMS** \$ \_\_\_\_\_

**D. NC SALES and USE TAX**

**TOTAL CASH ADVANCE ITEMS AND NC SALES and USE TAX** \$ \_\_\_\_\_

**E. OTHER (Specify)** \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL FUNERAL SERVICE (A+B+C+D+E)** \$ \_\_\_\_\_

*Disclosures: North Carolina law does not require the purchase of any funeral goods or services (except a cremation container is required for cremations). If any other legal, cemetery, or crematory requirement has required the purchase of any of the items listed above, we will explain the requirement below:*

Reason for embalming \_\_\_\_\_

By writing initials, Purchaser acknowledges that a current casket and outer burial container price list was shown prior to discussing prices. A current General Price List was given to the purchaser for retention.

Executed at \_\_\_\_\_, NC Date \_\_\_\_\_

Signature of Purchaser \_\_\_\_\_

Signature of preneed licensee \_\_\_\_\_ License Number \_\_\_\_\_