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NON-BINDING ESTIMATE ONLY

The price of the funeral goods and services to be provided by the NH Funeral Provider is listed on the attached Statement of Funeral Goods and Services* which is clearly marked “estimate”.

These prices are valid through _____ (Date).

The prices of the charges provided by a supplier or vendors other than the NH Funeral Provider are listed on the attached Statement of Funeral Goods and Services which is clearly market “estimate”.

These prices are valid through _____ (Date).

This is a Pre-Arranged Funeral Contract (referred to below as “Agreement”) dated as of _____, by and between the Wilkinson-Beane-Simoneau-Paquette Funeral Home & Cremation Services, 603Cremations.com and Emmons Funeral Home, a New Hampshire Funeral Provider with a principal place of business at 164 Pleasant Street, Laconia, NH 03246 (“Seller”) and

[Name] _____ of
[Address] _____ (“Purchaser”).

The Seller and the Purchaser are entering into the Agreement for the purpose of providing
[Name] _____ SS # _____ - _____ - _____ of
[Address] _____ (“Beneficiary”)

with certain goods and services related to the Beneficiary’s funeral.

THE SELLER AND PURCHASER HEREBY AGREE AS FOLLOWS:

1. Funeral Goods and Services: The Seller agrees to provide only the goods and services listed in the attached *Statement of Funeral Goods and Services* * to the Beneficiary upon his or her death.

*wherever used the term “*Statement of Funeral Goods and Services*” refers to an itemized list of the goods and services that the consumer has selected. This statement must comport with the Federal Trade Commission Funeral Rule 16 CFR Part 453.
www.ftc.gov/bcp/online/pubs/buspubs/funeral.htm

2. Price Information: _____ (Purchaser initials)

The Purchaser has received price information prior to entering into this agreement.

The purchaser of funeral goods and funeral services is entitled to receive price information prior to making that purchase in accordance with the Federal Trade Commission's Funeral Rule, 16 CFR Part 453.

3. Funding Method

Purchaser will pay the cost for the funeral goods and services and non-funeral home charges in one of the following ways:

Please check appropriate box

☐ By transferring funds to the Seller for deposit into a funeral trust account at

[NAME & ADDRESS OF TRUST ADMINISTRATOR]

☐ By purchasing a pre-need insurance policy from

[NAME & ADDRESS OF INSURANCE COMPANY]

4. Payment

☐ To fully fund this Agreement, Purchaser will pay \$ _____ upon entering into this Agreement.

☐ To partially fund this Agreement, the Purchaser will pay a deposit of \$ _____ and the remaining balance will be paid as follows and a definition as to what constitutes a default and the consequences of said default:

☐ The Purchaser has paid a deposit of \$ _____. The attached Statement of Goods and Services has been clearly marked: “*No Goods or Services Selected*”.

☐ This Agreement is funded with life insurance or an annuity. See your life insurance policy/certificate or annuity for payment information.

5. Guaranteed Contract: This Agreement:

Please check appropriate box (1 of 2)

☐ Is cost-guaranteed with respect to goods and services provided by the seller upon receipt of payment to fully fund this Agreement. The seller will cost guarantee this agreement in exchange for the entire proceeds from the trust, insurance policy or annuity and shall provide the funeral goods and funeral services set forth in the prearranged funeral contract without regard to the actual cost of such funeral goods and funeral services prevailing at the time of performance.

☐ Is not cost-guaranteed with respect to goods and services provided by the Seller. The proceeds of the trust, insurance policy, or annuity shall be applied to the retail prices in effect at the time of the funeral for the funeral goods and funeral services set forth in the contract; Any excess funds remaining after all expenses for the funeral have been paid shall be paid to the estate of the decedent or the beneficiary named in the life insurance policy if the prearranged funeral contract is funded by a life insurance policy. In the event that the balance in the funeral trust account or insurance policy on the date of the trust/insurance policy beneficiary's death exceeds the price of the funeral goods and/or services provided, the excess shall be refunded to the estate of the trust beneficiary. In such event, the amount refunded may be subject to claims of the state of New Hampshire or the United States. In the event of an insufficiency in funds, the seller shall not be required to perform until payment arrangements satisfactory to the seller have been made.

Guaranteed Contract: This Agreement:

Please check appropriate box (1 of 2)

☐ Is cost-guaranteed with respect to Non-Funeral Provider charges for goods and services to be provided by other vendors and suppliers upon receipt of payment to fully fund this Agreement.

☐ Is not cost-guaranteed with respect to Non-Funeral Provider charges for goods and services to be provided by other vendors and suppliers.

6. Substitution: The seller may substitute funeral goods or funeral services of equal quality, value, and workmanship if those specified in the prearranged funeral contract are unavailable at the time of need.

If a seller receives a notice that the contract beneficiary has died and that funeral goods and funeral services have been provided by a provider other than the seller, except as otherwise specified in this section, the seller shall direct the trustee, within 30 days after receiving that notice, to pay to the contract beneficiary all funds held by the trustee, less any fees charged, distributions paid, and expenses incurred by the trustee.

7. Termination

a. Whether revocable or irrevocable, this Agreement can be terminated by Purchaser without penalty within ten (10) days of the date first set forth above by giving written notice of such termination to the Seller.

8. Revocability: The purchaser has the right to make the contract irrevocable and that if the prearranged funeral contract is irrevocable, the purchaser does not have a right to revoke the contract. The purchaser has the right to make the contract revocable and that the purchaser has the right to revoke a revocable prearranged funeral contract.

a. If this Agreement is irrevocable, this Agreement may not be cancelled after ten days by either party except by order of a court of competent jurisdiction. Any attempt to revoke or cancel an irrevocable Agreement more than ten days after signing it may have adverse consequences relating to eligibility for Medicaid or other government benefit programs.

b. If this Agreement is revocable, cancelling the agreement may have adverse consequences relating to eligibility for Medicaid or other government benefit programs. Purchaser can cancel this Agreement without penalty at any time after the expiration of the initial ten-day period by providing written notice to the Seller. If the purchaser of a prearranged funeral contract that is revocable elects to cancel the contract, the purchaser shall provide a written notice to the seller of the contract and the trustee of the prearranged funeral contract trust stating that the purchaser intends to cancel the contract. Fifteen days after the purchaser provides that notice to the seller and trustee, the purchaser may cancel the contract.

The purchaser of a prearranged funeral contract that is irrevocable may transfer the prearranged funeral contract to a successor seller. A purchaser who elects to make such a transfer shall provide a written notice of the designation of a successor seller to the trustee and the original seller. Within 15 days after receiving the written notice of the new designation from the purchaser, the trustee shall list the successor seller as the seller of the prearranged funeral contract and the original seller shall relinquish and transfer all rights under the prearranged funeral contract to the successor seller. The trustee shall confirm the transfer by providing written notice of the transfer to the original seller, the successor seller, and the purchaser.

This Agreement is: IRREVOCABLE ☐ REVOCABLE ☐

9. Assignment: If a seller of a prearranged funeral contract elects to transfer a prearranged funeral contract trust from the original institution to a different institution, the trustee of the original trust shall notify the purchaser of the prearranged funeral contract of that transfer in writing within 30 days after the transfer occurred and shall provide the purchaser with the name of and the contact information for the institution where the new trust is maintained. Upon receipt of the trust, the trustee of the transferred trust shall notify the purchaser of the receipt of the trusts.

10. Transfer: This Agreement cannot be assigned by the purchaser. The purchaser of a prearranged funeral contract that is irrevocable may transfer the prearranged funeral contract to a successor seller. A purchaser who elects to make such a transfer shall provide a written notice of the designation of a successor seller to the trustee and the original seller. Within 15 days after receiving the written notice of the new designation from the purchaser, the trustee shall list the successor seller as the seller of the prearranged funeral contract and the original seller shall relinquish and transfer all rights under the prearranged funeral contract to the successor seller. The trustee shall confirm the transfer by providing written notice of the transfer to the original seller, the successor seller, and the purchaser.

IN WITNESS WHEREOF, the parties have signed or caused to be signed this Agreement as of the date first above written.

BY: NH Licensed Funeral Director: NH License # _____

(Signature) _____ (Date) _____

Printed Name: _____

PURCHASER:

(Signature) _____ ss# _____ - _____ - _____ (Date) _____

Printed Name: _____

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