



Abbey Cremation Services

1-800-890-9000

PRE-NEED FUNERAL AGREEMENT

Date: _____, 20 ____

Beneficiary: _____ Social Security Number: _____ - _____ - _____

Address: _____ City: _____ State: _____ Zip Code: _____

Date of Birth: ____/____/____ Male: _____ Female: _____ Telephone No.: _____

(If Different from Beneficiary)

Purchaser: _____ Social Security Number: _____ - _____ - _____

Address: _____ City: _____ State: _____ Zip Code: _____

Date of Birth: ____/____/____ Male: _____ Female: _____ Telephone No.: _____

Funeral Director: _____

Funeral Home: _____ Telephone No.: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Send Correspondences to: ☐ Beneficiary ☐ Purchaser

Beneficiary or Purchaser Email: _____

Subject to the terms and conditions set forth herein and the reverse side hereof, Funeral Director agrees to sell and provide, and purchaser agrees to buy, the funeral services and merchandise as described on the Statement of Funeral Services and Merchandise set forth on Schedule A hereto at the purchase price set forth in Paragraph C hereof. The funeral services and merchandise shall be provided to the person designated above as the Beneficiary upon the death of the beneficiary.

The total purchase price of the services and merchandise set forth on Schedule A including an amount attributable to taxes payable thereon is:

\$ _____ Purchaser has made an initial payment of \$ _____ The remaining balance of \$ _____ will be paid in equal payments of \$ _____ commencing on the _____ day of ____20____ and on the day of each month thereafter until and including the final due date of: _____ 20 ____

Upon payment in full of the purchase price., the funeral services, merchandise and cash advances set forth on Schedule A:

- ☐ will be price guaranteed in the amount of \$ _____ by Funeral Director as to:
 - ☐ all services, merchandise and cash advances will be price guaranteed: or
 - ☐ all services and merchandise will be price guaranteed, but cash advances will not be guaranteed; or
 - ☐ only services will be price guaranteed.
- ☐ will NOT be price guaranteed.

Interest earned on funds set aside for guaranteed items will be paid to the funeral home to offset any increased costs.

EXCLUSION OF WARRANTIES. The Funeral Director extends no warranties, implied or expressed, as to the merchantability or fitness of purpose for said goods or services. Purchaser shall be limited to the express written warranty, if any, granted by the manufacturer for the goods delivered.

The Purchaser hereby acknowledges First State Trust Company/Citibank N.A. (Citigroup) as the entity authorized and designated by Funeral Director as Escrow Agent which will administer and maintain the Escrow Account pursuant to the Funeral Service Escrow Agreement. The Purchaser acknowledges and agrees that the sole obligations and responsibilities of the Escrow Agent shall be only those specifically provided in the Funeral Service Escrow Agreement. In the event Escrow Agent resigns as Agent, Funeral Director will designate a successor Escrow Agent.

Purchaser hereby designates this agreement to be:

☐ **IRREVOCABLE**

If the purchaser has elected that this agreement be irrevocable, the Escrow Account is fully funded, and the three (3) day right to rescind time has elapsed, then Purchaser may not alter, amend, or revoke this agreement. All powers to invest and manage funds are vested with the Funeral Director and Escrow Agent. (In CT, the amount of the Purchase Price for an irrevocable Agreement which exceeds the maximum amount permitted by law to be irrevocable [currently \$5,400] will be deemed revocable.

☐ **REVOCABLE**

If the purchaser has elected that this Agreement be revocable, or if the Escrow Account is not fully funded, then either party may terminate this Agreement upon written notice to the other at any time prior to the death' of the beneficiary.

Purchaser herein acknowledges that he has read the terms and conditions of this Agreement, including the terms and conditions on the reverse side of this Agreement. Purchaser shall receive an acknowledgement of deposit from Cooperative Funeral Fund, Inc.

PURCHASER HAS UNTIL MIDNIGHT OF THE THIRD DAY AFTER SIGNING THIS AGREEMENT TO REVIEW AND REVOKE THIS AGREEMENT.

IN WITNESS WHEREOF, the Funeral Director and the Purchaser have executed this Agreement, intending to be legally bound, the day and the year first above written.

FUNERAL DIRECTOR

License Number

PURCHASER

