This contract form has been approved by the South Carolina Department of Consumer Affairs as prescribed by law. No other contract form may be used in writing guaranteed price preneed funeral contracts. The preneed funeral statutes are regulated by South Carolina Department of Consumer Affairs, 2221 Devine St., Suite 200, P.O. Box 5757, Columbia, S.C. 29250-5757 (803)734-4291.

**GUARANTEED PRICE PRENEED CONTRACT**

The Provider and the undersigned purchaser agree as follows:

Provider: _____ Preneed License No _____

Address: _____ Funeral Home License No. _____

Purchaser: _____ SSN: _____

Address: _____

**FUNERAL SERVICES AND MERCHANDISE**

For the purchase price below Provider, its successors and assigns, agrees to furnish the services, merchandise and facilities described regardless of future price changes. **The Provider** will be entitled to all trust funds on deposit including income, or all insurance proceeds, even though in excess of the costs of services and merchandise at the time of death of:

(Beneficiary) _____ SSN _____

(Full Address) _____

if the removal of the remains, funeral and burial, (or cremation) are within Provider's service area of _____ mile radius.

The guaranteed services and merchandise will be as follows:

_____

_____

_____

**FINANCIAL AGREEMENT**

The purchase price of the services and merchandise is $_____ as of the date of this contract (plus a $20.00 filing fee, payable to the ***South Carolina Department of Consumer Affairs***). Purchaser will pay the purchase price to Provider:

__ By paying the total price in cash, receipt of which is acknowledged;
__ Other (Explain below)
__ By paying $_____ (Receipt of which is acknowledged) this date of this contract, and further installments as follows:

_____

_____

__ By writing his or her initials, Purchaser acknowledges that this contract will be funded by a trust deposit in _____ a federally insured financial institution with account number _____

__ By writing his or her initials, Purchaser acknowledges that his or her contract will be funded by insurance policy number _____ in face amount of $_____ with _____ Insurance Company.

The Provider must be designated to receive death benefits.

**NATURE OF AGREEMENT**

__ By writing his or her initials, Purchaser chooses to make this contract **revocable.** That is, Purchaser has the right to revoke it.

__ By writing his or her initials, Purchaser chooses to make this contract **irrevocable**. That is, Purchaser does not have the right to revoke it.

The parties have caused this contract (which includes the provisions in the attached pages ) to be executed this _____ day of _____ 20 ____

**IF THE PURCHASER HAS CHOSEN TO MAKE THIS CONTRACT IRREVOCABLE, HE OR SHE HAS 30 DAYS TO CONSIDER THIS DECISION AND REVERSE IT THEREBY MAKING THE CONTRACT REVOCABLE.**

**IF THIS CONTRACT IS FUNDED BY INSURANCE**

The Provider may declare this contract void and terminated if the life insurance to provide funding of the purchase 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 funeral goods and services; or the Provider is no longer designated to receive the death benefit of the insurance. The Provider must be designated to receive the death benefit of the insurance. The Provider must be designated to receive the death benefits. These guarantees will not apply if the insurance is voided, lapsed, borrowed against, surrendered, coverage is not purchased within 30 days, or death benefits are paid under the suicide provision of the policy.

If this is funded by insurance which has a limited death benefit, the price guarantee will become effective at the end of the limited death benefit period, unless the Provider is paid the difference between the insurance benefit and the contract amount.

**IF THIS CONTRACT IS TRUST FUNDED**

Provider (Funeral Home) will deposit all funds required for services and merchandise in a Federally insured account in a financial institution licensed to do business in S.C. chosen by Provider. Purchaser names Provider Trustee of trust fund.

**TERMS OF TRUST**

Except for withdrawals to pay administrative fees or applicable taxes on the trust fund, payments to the Provider for trust administration, and Purchasers right, if any, to revoke, the deposits in trust and all income on the trust fund will remain in trust until the death of Beneficiary and until Provider furnishes the services and merchandise. The Financial Institution will pay the trust fund to Provider when Provider gives it a certified statement that this contract has been fully performed and a certified copy of the death certificate. (See also Use of Other Facility) Ten percent of the annual earnings may be paid to the Provider for trust administration.

**REVOCATION**

If this contract is revocable, in order for the Purchaser to revoke it he must deliver to the Provider Trustee a written demand for refund before Provider furnishes any services or merchandise hereunder. Within Thirty (30) days of receipt of such a demand from the purchaser the trustee or Provider will notify the financial institution of the demand and authorize the financial institution to refund the trust fund and all its income (less any amount due to pay taxes or trust administration).

Except for withdrawals to pay applicable taxes and trust administration fees, any withdrawal from the trust fund before the furnishing of the services and merchandise, will terminate this contract, and Provider and financial institution will be relieved from further liability. Revocation of this contract does not cancel the life insurance, which may only be terminated in accordance with the terms and conditions of the life insurance policy.

**USE OF OTHER FACILITY**

If a facility other than Provider provides the services and merchandise for Beneficiary, the other Provider's charges will be paid upon submission to the Provider/Trustee of a certified copy of the death certificate and a certified copy of the charges. The charges will be paid from the trust find, including its income, or the insurance proceeds.

**DISTANT SERVICES**

If the removal of the remains or the funeral or burial (or cremation) is outside Provider's service area, Provider will provide the services and merchandise upon immediate payment of additional charges at the then prevailing rates of Provider for the additional transportation or services. If the service area is described under Funeral and Burial Services and Merchandise that description will control.

**DEFAULT**

Purchaser does not make a payment when due, time being of the essence, Provider may declare this contract terminated, and Provider will be relieved from further liability unless withdrawn (if this contract is revocable), the trust fund will remain in trust until Beneficiary's death. Then at the option of Beneficiary's representatives, the trust fund and its income will be credited against services and merchandise purchased at the prevailing rates of Provider.

**GRACE PERIOD**

If Purchaser is unemployed or disabled and not in default, he or she may make application in writing for a grace period (Trust Funded contract only) within which to extend the time for payments until the unemployment or disability is terminated. Provider may grant an extension in writing, but no extension will exceed one (1) year from the date the monthly payment was originally due. (This provision does not apply to insurance funded contract.)

**BENEFICIARY'S DEATH BEFORE PAYMENT COMPLETE**

If Beneficiary dies before the purchase price has been paid in full and before default, Provider will provide the service and merchandise according to this contract upon immediate payment of the balance of the purchase price.

**PURCHASER'S DEATH BEFORE BENEFICIARY'S DEATH**

If Purchaser and Beneficiary is not the same person, Purchaser's death before Beneficiary's death will terminate any interest of Purchaser in the trust fund and will give no right to Purchaser's representatives or heirs to withdraw it.

**TAXES**

All taxes on the trust fund will be paid in accordance with the Internal Revenue Code and applicable rules and regulations.

**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 Provider from providing the services, facilities or merchandise, Provider may make reasonable substitutions 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 estate, families, legatees, heirs or legal representatives. If merchandise selected is not available the Provider will make available to the Purchaser or his representative merchandise of equal or greater value. The Purchaser or his representative is entitled to approve any substitutions.

**MISCELLANEOUS PROVISIONS**

This form contains the entire contract between Purchaser and Provider and supersedes and integrates all communications and other contracts relating to this subject. This contract will be construed according to Chapter 7 of Title 32, Code of Laws of South Carolina and other applicable provisions of South Carolina Law.

**EXCLUSION OF WARRANTIES**

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

**TRANSFER OF CONTRACT**

This contract may be transferred to another Provider at the written request of the Purchaser or Beneficiary, if the Purchaser dies before the Beneficiary. The selling provider must be paid a fee equal to 10% of the contract face amount. The selling Provider also must be paid 10% of the earnings in that portion of the final year before transfer. Within 30 days of receipt of a written request for transfer the selling Provider will transfer to the new Provider all of the funds in trust with all earnings less the fees indicated above in this paragraph. If this contract is funded by insurance, the selling Provider is not entitled to be paid a transfer fee.

**PURCHASER**

The Purchaser is the person whose funds are placed into trust or who purchases an insurance policy to fund this contract. The Purchaser's tax identification number (Social Security Number) must appear on the contract.

**DISCLOSURE**

By completing this form you acknowledge that you were given a current General price list and shown current Casket and Outer Burial Container lists prior to discussing those prices, services or merchandise.

| | |
|---|---|
| Purchaser Signature | Date |
| Seller Signature | F.D. License No. |
| Print Name | Insurance License /Agent No. |
| Address of Seller | |