

PRE-NEED CONTRACT

Control Number_____

Purchaser Initial One Box	<div></div>	<i>GUARANTEED FORM: THIS CONTRACT GUARANTEES THE BENEFICIARY THE SPECIFIC GOODS AND SERVICES CONTRACTED FOR. NO ADDITIONAL CHARGES MAY BE REQUIRED. FOR DESIGNATED GOODS AND SERVICES, ADDITIONAL CHARGES MAY BE INCURRED FOR UNEXPECTED EXPENSES INCLUDING, BUT NOT LIMITED TO, CASH ADVANCES, SHIPPING OF REMAINS FROM A DISTANT PLACE, OR DESIGNATED HONORARIA ORDERED OR DIRECTED BY SURVIVORS.</i>
	<div></div>	<i>NON-GUARANTEED FORM: THIS CONTRACT DOES NOT GUARANTEE THE PRICE THE BENEFICIARY WILL PAY FOR ANY SPECIFIC GOODS OR SERVICES. ANY FUNDS PAID UNDER THIS CONTRACT ARE ONLY A DEPOSIT TO BE APPLIED TOWARD THE FINAL PRICE OF THE GOODS OR SERVICES CONTRACTED FOR. ADDITIONAL CHARGES MAY BE REQUIRED.</i>

This pre-need contract (the “Contract”) between _____ (“Provider”) and _____ (“Purchaser”) is for a trust-funded pre-arranged funeral for the benefit of _____ (“Beneficiary”):

Provider Information

Principal Office: _____
Address: _____
Branch Office, if any: _____
Address: _____
Parent Company, if any: _____
Address: _____

Purchaser Information

Name: _____
Address: _____
Birth Date: _____
Social Security No. _____

Beneficiary Information (if different than Purchaser)

Name: _____
Address: _____
Birth Date: _____
Social Security No.: _____

Trustee Information

Name: Fiduciary Partners, Inc.
Address: 3913 W. Prospect Avenue, Suite 201, Appleton, Wisconsin 54914-8797

Regulators of Trustee

Name: Wisconsin Department of Financial Institutions
Address: 345 W. Washington Avenue, Madison, Wisconsin 53703
Name: Illinois Department of Financial and Professional Regulation Financial Institutions
Address: 320 W. Washington Street, Springfield, Illinois 62786

1. Describe the nature of the relationship between Purchaser and Beneficiary (if any): _____ .
2. At time of Beneficiary’s death, Provider will provide the funeral goods and services described in the attached Statement of Funeral Goods and Services.
3. Name and address of Provider’s branch location where funeral will be provided: _____ .
4. If purchaser has selected the GUARANTEED FORM, above, the specific goods and services referred to shall be those set forth in the attached Statement of Funeral Goods and Services. Should Beneficiary’s death occur other than in Beneficiary’s city of residence or municipality stated above, additional charges for transportation of remains may be incurred.

5. Upon execution of this Contract, the Purchaser approves the amounts below:

Line 1	Total of the Statement of Funeral Goods and Services	\$ _____
Line 2	Purchase Price (The “ Purchase Price ” is the amount paid to Provider less sales taxes and less cash advances, as stated in the Statement of Funeral Goods and Services.)	\$ _____
	Regulatory Administrative Fees (Authorized by 225 ILCS 45/1b: These fees may be retained by Provider to help offset the regulatory and administrative costs associated with maintenance and execution of this Contract)	
Line 3	• _____% (not to exceed 5%) of Purchase Price of services, personal property and goods.	\$ (_____) **amount subject to verification by Trustee.
Line 4	• _____% (not to exceed 15%) of Purchase Price of outer burial container	\$ (_____) **amount subject to verification by Trustee.
Line 5	Pre-need Consumer Protection Fund (Authorized under 225 ILCS 45/1a-2: This fund has been established by the General Assembly to provide protection to the purchaser if they are unable to receive the benefits, or funds due by reason of cancellation of this contract)	\$ _____ \$(5.00)
Line 6	Net Deposit to Trust (the “ Trust Funds ”)	\$ _____

6. CHOOSE ONE:

Purchaser Initial One Box	<input type="checkbox"/>	PAID IN FULL: Contract paid in full upon execution.
	<input type="checkbox"/>	INSTALLMENTS: Contract to be paid in installments, as set forth on the attached Installment Payment Schedule. (** NONGUARANTEED CONTRACTS ONLY) **If the Purchaser of a non-guaranteed contract makes installment payments, then, notwithstanding any contrary provision of this Contract, Provider has no obligation to provide goods and services valued in excess of the total payments actually made by Purchaser.

7. Purchaser acknowledges that Provider explained to Purchaser the terms of this Contract before Purchaser signed it. *Initials of Purchaser* _____.
8. Purchaser acknowledges receipt of the Pre-Need Booklet prior to signing this Contract. *Initials of Purchaser* _____.
9. Purchaser acknowledges receipt of a copy of the Master Trust Agreement (“Trust Agreement”) between Trustee and Provider. *Initials of Purchaser* _____.
10. **OPTIONAL: FOR NONREVOCABLE CONTRACTS ONLY (MEDICAID).**

Purchaser Initial Box	<input type="checkbox"/>	<p>Purchaser acknowledges that he or she would like payments made under this Contract to be treated as “exempt assets” for purposes of calculating Purchaser’s eligibility for Medicaid under Illinois regulations. The payments made under this Contract will only be treated as “exempt assets” if this Contract is irrevocable.</p> <p>As such, Purchaser waives and renounces his or her right to terminate this Contract, including, but not limited to, the right to terminate pursuant to Paragraphs 13 and 14, below. By waiving his or her right to terminate this Contract, Purchaser understands that this Contract will be irrevocable and Purchaser will not be entitled to a refund of any money that Purchaser has paid, except pursuant to Paragraph 15, below.</p> <p>State and Federal law place limits on the amount which is exempt.</p>
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11. If the particular goods and services specified in this Contract are unavailable at the time of delivery, Provider shall furnish goods and services of similar style and quality.
12. If this Contract has not been terminated as set forth in Paragraphs 14 or 15 below, within thirty (30) days of Trustee’s receipt from Provider of the affidavit and a copy of the Beneficiary’s certified death certificate, as provided in the Trust Agreement, Trustee will pay to Provider and Purchaser the respective amounts described in the Trust Agreement.
13. If this Contract is revocable, Beneficiary is not deceased, and termination of this Contract has not been initiated pursuant to Paragraph 15 below, Purchaser or Purchaser’s representative may cancel this Contract for any reason by providing written notice of cancellation to Provider. Within five (5) days of receipt, Provider will deliver such notice to Trustee along with an affidavit (as described in the Trust Agreement). Within twenty-five (25) days of receipt, Trustee will liquidate the Trust Funds (and earnings, if any, on the Trust Funds) and distribute the liquidation proceeds to Purchaser or Purchaser’s representative, as applicable, and Provider as described in the Trust Agreement.
14. If this Contract is revocable, Beneficiary is deceased, and termination of this Contract has not been initiated pursuant to Paragraph 15 below, Purchaser, Purchaser’s representative or Beneficiary’s representative may terminate this Contract for any reason by providing written notice of termination and Beneficiary’s certified death certificate to Provider. Within five (5) days of receipt, Provider will deliver such notice and certificate to Trustee along with an affidavit (as described in the Trust Agreement). Within twenty-five (25) days of receipt, Trustee will liquidate the Trust Funds (and earnings, if any, on the Trust Funds) and distribute the liquidation proceeds as provided in the Trust Agreement.
15. Purchaser, Purchaser’s representative or Purchaser’s heirs may terminate this Contract due to Provider’s breach of this Contract, by delivering an affidavit to Trustee as described in the Trust Agreement. Within thirty (30) days of receipt of this

affidavit, Trustee will liquidate the Trust Funds (and earnings, if any, on the Trust Funds) and distribute the liquidation proceeds as provided in the Trust Agreement.

16. As Provider’s fee, Provider may retain up to 5% of the Purchase Price of the services, personal property and goods (other than outer burial containers), and up to 15% of the Purchase Price of outer burial containers.

17. Each Provider shall pay a fee of \$5 out of the funds received for this Contract. This fee shall be forwarded to the applicable state regulatory body on a semi-annual basis, within 30 days of the end of June and December. The state regulator shall deposit these fees into the Pre-need Funeral Consumer Protection Fund. In the event Purchaser does not receive the benefits of this Contract or does not receive the funds by reason of cancellation, Purchaser may apply to the applicable state regulatory body, on a form prescribed by that agency, for restitution from the Pre-need Funeral Consumer Protection Fund.

18. Trustee may retain from the Trust reasonable compensation and expenses, provided that the total compensation and expenses retained cannot exceed any limitation provided in the Illinois Funeral or Burial Funds Act, as amended (the “Act”). The Trustee and the Trustee’s delegates and affiliates (as described in the Trust Agreement) receive a combined annual fee of up to 1.43% of the total market value of the Trust Funds.

19. The Trustee shall delegate the investment functions relating to the Trust Funds (as described in the Trust Agreement). The Provider hereby waives any right to notice of the delegation of investment functions to the Investment Advisor. The Trustee shall send written notice of a change in investment advisors to the Provider, Purchaser and Beneficiary (if Purchaser and Beneficiary are not the same). Such notice shall be effective 30 days after the date it was sent. The notice shall thereafter authorize the Trustee to appointment a new investment advisor.

20. If, after the death of the Beneficiary, no funeral goods or services are provided or if the funeral is conducted by another provider, the Provider may keep no more than 10% of the payments made under this Contract or \$300, whichever sum is less. This sum shall include any regulatory administrative fees contemplated in the Act. The remainder of the Trust Funds shall be forwarded to the legal heirs of the deceased Beneficiary or as determined by probate action.

21. This Contract is binding on the heirs, representatives, successors and assigns of the parties. This Contract may not be assigned by the Provider, except as approved by the Illinois State Comptroller.

22. This Contract may not be amended or modified without the written consent of the parties.

23. Provider is and will remain licensed and bonded under the Act as in effect for the term of this Contract.

24. Purchaser may change provider under this Contract only with the written approval of Trustee and the existing Provider. Any successor provider of this Contract must be licensed and bonded as required by the Act.

25. If any of the information set forth on the first page of this Contract with respect to Purchaser or Beneficiary is or becomes inaccurate or incomplete, Purchaser will notify Provider and Trustee in writing of such corrections, changes or additions.

26. Written notice to any person or entity required or permitted pursuant to this Contract will be made to the person’s or entity’s address stated on the first page of this Contract, unless written notice of a change of address is filed with Provider and Trustee

27. Provider may remove Trustee and appoint a successor trustee only as provided in the Trust Agreement.

28. If Provider is prevented from performing by strike, shortage of materials, civil disorder, natural disaster, or any like occurrence beyond the control of Provider, Provider’s time for performance under this Contract will be extended by the length of the delay.

29. The parties intend for this Contract to comply with the provisions of the Act and the provisions of this Contract shall be liberally construed to effect this intent.

30. Trustee is not an affiliate of Provider. Nothing contained herein shall be deemed to constitute Trustee and Provider as partners or joint ventures. Each of Trustee and Provider are independent contractors, with no rights or obligations except as set forth in this Contract or the Trust Agreement to control or direct the acts of the other. Neither Trustee or Provider shall be considered the agent of the other.

31. Provider does not warrant the goods covered by this Contract. The only warranty, if any, is the warranty issued by the manufacturer of the goods.

32. **PURCHASER INITIAL:** If the sale of goods and services under this Contract occurred at a place other than Provider’s place of business, Purchaser must initial the box below.

<i>Purchaser Initial Box</i>	<div></div>	YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SIGN, DATE AND DELIVER TO PROVIDER THE ATTACHED NOTICE OF CANCELLATION FORM TO EXERCISE THIS RIGHT.
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33. By signing this Contract, Purchaser is directing Provider to deliver the Trust Funds to Trustee within thirty (30) calendar days after the execution of this Contract, but in no event earlier than four (4) business days after the execution of this Contract. The transfer of the Trust Funds to Trustee shall be effective upon Trustee’s written acceptance of the Trust Funds, a copy of which will be sent to Purchaser.

_____	_____	_____	_____
Purchaser	Date	Provider	Date

Attachments (given to purchaser): 1: Statement Of Funeral Goods And Services; 2: Master Trust Agreement; 3: Two Copies of the Cancellation Notice (only for sales occurring at a place other than Provider’s business); 4: W-9 Form; 5: Installment Schedule (if applicable)