

PRE-NEED FUNERAL CONTRACT

NON-BINDING ESTIMATE ONLY

If this box checked and initialed by the buyer this document has been provided as an estimate only for a pre-need funeral contract and no funds have been received. _____ Buyer's initials

The price of the funeral goods and services to be provided by the funeral establishment is listed on the attached Statement of Funeral Goods and Services* which is clearly marked "estimate". These prices are valid through _____.

The prices of the Non-Funeral Establishment Charges provided by a supplier or vendors other than a funeral establishment licensed in Massachusetts are listed on the attached Statement of Funeral Goods and Services which is clearly marked "estimate". These prices are valid through _____.

This is a Pre-Need Funeral Contract (referred to below as the "Agreement") dated as of _____, by and between the [Name] _____, a licensed funeral establishment with a principal place of business at [Address] _____ ("Licensed Funeral Establishment") and [Name] _____ of [Address] _____ ("Buyer"). The Licensed Funeral Establishment and the Buyer are entering into the Agreement for the purpose of providing [Name] _____ of [Address] _____ ("Beneficiary") with certain goods and services related to the Beneficiary's funeral. This Pre-Need Contract is not valid unless accompanied by a *Statement of Funeral Goods And Services** and a Funeral Trust Agreement or a Pre-Need Insurance Application.

*

THE LICENSED FUNERAL ESTABLISHMENT AND BUYER HEREBY AGREE AS FOLLOWS:

- FUNERAL GOODS AND SERVICES** The Licensed Funeral Establishment 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.
- COST** The total cost of the funeral goods and services and non-funeral establishment charges listed on the attached Statement of Funeral Goods and Services will be \$ _____ ("Total Cost").

_____% of the Total Cost is attributable to funeral goods and services to be provided by the Licensed Funeral Establishment. The remaining _____% of the Total Cost is attributable to Non-Funeral Establishment Charges.

If this box is checked and initialed by the buyer, no services and/or merchandise have been selected and payment noted in Section 4 is a deposit. The attached Statement of Goods and Services has been clearly marked "No Goods or Services Selected". Buyer's initials _____

- FUNDING METHOD**

Buyer will pay the cost for the funeral goods and services and Non-Funeral Establishment Charges in one of the following ways:

* 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 (15 CFR Part 453).

<https://www.ftc.gov/tips-advice/business-center/guidance/complying-funeral-rule>

Please check appropriate box

By transferring funds for deposit into a funeral trust account at _____
[NAME & ADDRESS OF TRUSTEE] which will act as trustee for such funeral trust account.

By purchasing a pre-need insurance policy (as defined in [239 C.M.R. §4.01](#)) from _____
[NAME & ADDRESS OF INSURANCE COMPANY], the proceeds of which will be payable to the Insurance Company to cover the Total Cost.

4. **PAYMENT** (Payments must be payable to the banking institution or insurance company, not the Funeral Establishment)

- To fully fund this Agreement, Buyer will pay \$ _____ upon entering into this Agreement.
- To partially fund this agreement, the Buyer will pay a deposit of \$ _____ and the remaining
 balance will be paid as follows:

- The buyer 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. **COST PROTECTION** This Agreement:

(Please check one of the following boxes):

- Is cost-protected with respect to goods and services provided by the Licensed Funeral Establishment upon receipt of payment to fully fund this agreement.
- Is not cost-protected with respect to goods and services provided by the Licensed Funeral Establishment.

AND (Please check one of the following boxes):

- Is cost-protected with respect to Non-Funeral Establishment 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 protected with respect to Non-Funeral Establishment charges for goods and services to be provided by other vendors and suppliers.

6. **REVOCABILITY** This Agreement, as a whole, is:

REVOCABLE IRREVOCABLE

NOTE: This applies only to the Agreement as a whole, goods and services may be separately designated as revocable/irrevocable.

7. **TERMINATION**

- a. Whether revocable or irrevocable, this Agreement can be terminated by Buyer without penalty within ten (10) days of the date first set forth above by giving written notice of such termination to the Licensed Funeral Establishment.
- b. If this Agreement is revocable and funded by a Funeral Trust Account, Buyer can cancel this Agreement without penalty at any time after the expiration of the initial ten-day period by providing written notice to the Licensed Funeral Establishment.

- c. If this agreement is revocable and funded by a Pre-Need Insurance Policy and the policy is cancelled prior to the death of the Beneficiary, the amount that will be refunded to Buyer will be determined by the cash surrender value provision of the insurance policy.
- d. 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.

8. **PRE-NEED INSURANCE POLICY DISCLOSURE** If this Agreement is being funded through the purchase of a pre-need insurance policy, the seller (the funeral establishment, agent or employee)

will will not
receive a commission on the sale of the policy.

9. **TAXES** Buyer shall reimburse the Licensed Funeral Establishment for any local, state or federal taxes or fees imposed after the signing of this Agreement, including but not limited to any value-added or sales taxes imposed by a taxing authority or governmental entity.

10. **INCORPORATION BY REFERENCE** The Statement of Funeral Goods and Services attached to this Agreement is incorporated by reference in this Agreement and forms a part of this Agreement. Goods and services may be designated revocable or irrevocable, or could be designated irrevocable upon the death of the Beneficiary. If no designation is made, the selection of goods and services (not the entire contract) shall automatically be deemed revocable.

11. **AMENDMENT** This Agreement may be amended prior to the death of the Beneficiary only by a written instrument signed by both the Licensed Funeral Establishment and Buyer or Buyer’s legal representative.

12. **ASSIGNMENT** This Agreement cannot be assigned by Buyer. This Agreement can be assigned by Licensed Funeral Establishment in accordance [239 C.M.R. § 4.03](#).

13. **NOTICE** Any notices under this agreement shall be in writing and shall be sent by certified mail, return requested, to the addresses specified by the parties at the beginning of this Agreement.

14. **BUYER’S GUIDE** By signing below, Buyer acknowledges that he has received a copy of “A Buyer’s Guide to Pre-Need Funeral Contracts”.

15. **GOVERNING LAW**. This Agreement shall be governed by and construed and enforced in accordance with the law of The Commonwealth of Massachusetts, without regard to conflict of law principles.

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

BY: REGISTERED FUNERAL DIRECTOR:

(Signature)

(Date)

Printed Name: _____

BUYER:

(Signature)

(Date)

Printed Name: _____