

“SAMPLE”

CAUTION: THIS SAMPLE FORM IS BEING PROVIDED SOLELY AS A COURTESY. FUNERAL HOMES SHOULD REVIEW THIS FORM AND THE NEW LEGISLATION WITH THEIR OWN LEGAL COUNSEL. CFDA HAS NOT RECEIVED APPROVAL FROM THE DEPARTMENT OF SOCIAL SERVICES (“DSS”) FOR USE OF THIS FORM, AND CFDA IS STILL WAITING FOR DSS GUIDANCE ON HOW THE NEW BURIAL PLOT LEGISLATION WILL BE ADMINISTERED BY DSS.

REVOCABLE BURIAL PLOT CONTRACT

THIS REVOCABLE BURIAL PLOT CONTRACT is entered into this ____ day of _____, 2004, by and between _____ a Connecticut business with an address at _____, Connecticut (“Seller”) and _____, an individual currently residing at _____, (“Purchaser”).

RECITALS:

1. Seller is engaged in the business of operating a funeral home establishment.
2. Purchaser wishes to purchase and pay for certain goods relating to the final disposition of their body upon their death.

AGREEMENTS:

1. Simultaneously with the execution of this Agreement, Purchaser is paying the amount of \$_____ (the “Contract Sales Price”) to Seller to purchase the following items (check appropriate boxes and indicate amount(s)):

___ Gravesite	\$_____
___ Casket	\$_____
___ Cremation Urn	\$_____
___ Headstone or Marker	\$_____
___ Outer Burial Container	\$_____
___ Arrangements for opening and closing of gravesite	\$_____
TOTAL	\$_____

2. The Contract Sales Price will be used for the disposition of the remains of _____ [insert name], currently of _____ [insert current address] (the "Contract Beneficiary"). The social security number of the Contract Beneficiary is ____-____-____. The Contract Beneficiary is the Purchaser or is the _____ of Purchaser [state nature of relationship, e.g., spouse, etc.]

3. Following the execution of this Agreement by Purchaser and Seller, Seller will deposit the Contract Sales Price with an escrow agent ("Escrow Agent"). The Escrow Agent for this contract will be _____, of _____. The telephone number of the Escrow Agent is _____. The funds held by the Escrow Agent shall be invested in accordance with Connecticut law. All interest, dividends and other income earned on the amounts deposited in the Escrow Account shall be retained in the escrow account and credited, less any administrative expenses, for the account of the Contract Beneficiary.

4. Seller agrees to provide the burial plot items specified in Section 1 above, upon request from the Purchaser or the Purchaser's personal representative, for the Contract Sales Price. If, at the actual time when Purchaser or Purchaser's personal representative requests Seller to provide the burial plot items specified in Section 1 above, Seller's customary sales price for such item(s) has increased (as set forth on Seller's price list maintained in accordance with Federal Trade Commission Funeral Service Regulations), then the Contract Sales Price shall be adjusted accordingly, and Purchaser or Purchaser's personal representative shall be responsible for any deficiency. Further, Purchaser or Purchaser's personal representative shall also be responsible for any price increase imposed by a third party for services such as arrangements for opening and closing of gravesite, cost of burial plot, gravesite, headstones or markers (a "cash advance item"). In the event that the price of a cash advance item increases, Purchaser or Purchaser's personal representative shall be responsible for the actual cost of the cash advance item, regardless of the balance in the Escrow Account.

5. This is a revocable contract which may be canceled by Purchaser or by Purchaser's personal representative upon written notice to Seller and to the Escrow Agent (subject to the provisions of the Connecticut General Statutes).

6. Purchaser agrees that the terms and conditions contained on the page entitled "Additional Terms and Conditions" attached hereto shall constitute a part of this Agreement and are incorporated herein by this reference.

7. Purchaser acknowledges that he/she has received a true and completely filled-in copy of this Agreement, and that he/she has also received or reviewed the Seller's Price List which is maintained and made available to consumers in accordance with the Federal Trade Commission's Funeral Service regulations.

Dated at _____, Connecticut this ____ day of _____, 200__.

FUNERAL HOME

By: _____

Its:
Duly Authorized

Purchaser

ADDITIONAL TERMS AND CONDITIONS

1. **Contents of Burial Plot Funeral Contract.** This Revocable Burial Plot Contract consists of the following: (a) a statement of merchandise and services selected, (b) a statement of additional terms and conditions, and (c) a certificate of ownership.

2. **Establishment of Escrow Account.** Seller will deposit in escrow with a qualified escrow agent, 100% of each payment received under this contract. All interest, dividends and other income earned on the amounts deposited in the Escrow Account (less any administrative expenses) shall become a part of the account. The Escrow Agent shall be entitled to charge an administrative fee for acting as Escrow Agent. This fee will be deducted from the Escrow Account balance. Seller shall provide the Escrow Agent with the name and address of Purchaser and the name of the Contract Beneficiary, a copy of this contract, including a statement of the merchandise and services selected.

3. **Annual Statement of Account.** Each party to this contract shall receive an annual report from the Escrow Agent containing information relating to the balance in the Escrow Account.

4. **Purchaser's Default.** If prior to final payment of this contract, Purchaser defaults in making any payment required herein, Seller may retain any origination fee and any costs reasonably incurred by Seller in performance of this contract, as liquidated damages. After deducting such charges, the balance of any amounts remaining in the Escrow Account shall be paid to Purchaser upon request.

5. **Release of Escrow Account.** The Escrow Agent shall pay the funds in the Escrow Account to Seller upon submission to Escrow Agent of a statement indicating that the services, personal property and merchandise contained herein has been fully performed or delivered. If the actual amount of the funds in the Escrow Account at the time of need and delivery exceed the actual cost of the goods and services provided, the excess shall be returned to Purchaser or to Purchaser's personal representative.

6. **Failure to Perform by Seller.** If for any reason the Seller fails to meet the obligations imposed herein promptly after a request to do so by an authorized person, the family, next of kin or legal representative of the deceased person, having provided for such services or merchandise on behalf of such deceased person, may receive from the Escrow Agent the amount of money in the Escrow Account.

7. **Purchaser May Cancel Contract.** This is a revocable contract and Purchaser or Purchaser's personal representative may cancel this contract at any time before performance by Seller. If this contract is canceled, the balance of the Escrow Account, less any costs reasonably incurred by Seller in performance of this contract, will be returned to Purchaser or to Purchaser's personal representative.

8. **Substitution of Merchandise.** In the event that the exact merchandise set forth in this contract is unavailable at the time of need and delivery, it is agreed that Seller will have the right to

substitute merchandise similar in style and of equal or better quality as the merchandise set forth in this contract.

9. **Purchaser's Right to Change.** Seller agrees that if different services or merchandise are desired than those specified herein, Purchaser, next of kin, heirs or personal representative may direct Seller to apply the proceeds of the Escrow Account toward the purchase of the desired services and merchandise.

10. **Additional Services or Merchandise.** In the event that additional services and/or merchandise are desired at the time of need, the retail price in effect at that time shall be charged for those items. The additional expense shall be paid by Purchaser, next of kin, or personal representative of the deceased.

11. **Items Not Provided At Time of Need.** Credit will be given by Seller for services and/or merchandise which is not provided at the time of need, at the retail price stipulated in this contract, but without any adjustment for any interest thereon.

12. **Seller's Right to Subcontract.** It is agreed that if Seller is unable to perform at the time and need of delivery because of unforeseen circumstances, Seller shall have the right to hire another funeral service provider to provide the services and merchandise set forth in this contract.

13. **Change of Address.** Purchase shall notify Seller and Escrow Agent of any change of address.

14. **Assignment of Contract.** Seller shall have the right to assign this contract to any successor to Seller's business. Purchaser may also assign his/her rights under this contract. In the event of any assignment by Purchaser, Purchaser shall provide written notice to Seller.

15. **Cash Advance Charges.** If the Purchaser has contracted for any services or item(s) to be provided by a third party, this paragraph shall apply. The amount paid as a cash advance shall be deposited into the Escrow Account. At the time of performance, if the amount on deposit in the Escrow Account, allocable to the cash advanced items, including interest earned or accrued, is less than the current amount then required for a cash advance item, Purchaser agrees that Seller will have the right to charge for the additional amount in addition to the proceeds of the Escrow Account.

16. **Refund on Impossibility of Performance.** A refund of all monies paid on this contract plus all income earned or accrued shall be paid to Purchaser or to Purchaser's legal representative by the Escrow Agent upon notification by Seller that Seller is prevented from performing this Agreement because of circumstances beyond Seller's control