

## 1. The Funeral Arrangements and Estimated Charges

The Funeral Home and the Purchaser have made Funeral Arrangements for the Intended Funeral Recipient with the estimated charges being provided by the Funeral Home on a Statement of Funeral Goods and Services Selected, a copy of which is provided as part of this Agreement.

## 2. Purpose of this Agreement

The purpose of this Agreement is to establish a place and means for the deposit and administration of any money paid now against the future cost of those Arrangements. The Funeral Home is solely responsible for providing any of the services and merchandise specified in the Arrangements. The responsibility of the Trustees, their officers, employees and agents under this Trust is restricted to the performance of the services specified in this Agreement, and in the Underlying Trust Agreement, between the Funeral Home and the Trustees under which the monies are held.

## 3. Successor Rights

In the event that the Purchaser predeceases the Intended Funeral Recipient where they are different persons, then the Intended Funeral Recipient shall automatically assume all rights with respect to the Account as Purchaser. And, upon the death of the Intended Funeral Recipient, where the Purchaser is no longer living, the right to administer the Account shall pass to the person entitled to control the funeral of the Intended Funeral Recipient, in order of priority as provided by N.J.S.A. 45:27-22 or any succeeding statute. For the purposes of this Agreement, where the Purchaser has predeceased the Intended Funeral Recipient, then "Purchaser" shall mean the Intended Funeral Recipient or his or her successors as specified in this paragraph.

## 4. Amount to be Charged

**This is NOT an Agreement to Guarantee Prices.** At the death of the Intended Funeral Recipient, the estimated charges for the funeral services and goods requested by the Purchaser will be calculated by the Funeral Home to reflect the actual prices being charged by the Funeral Home to the general public at that time. If the funds in the Account are insufficient to pay for the then current prices of those Arrangements then the Purchaser shall have the option of either paying any difference, or otherwise modifying the

Arrangements. If at that time, the monies available from the Account are in excess of the current prices for the Funeral Arrangements, any surplus shall be paid to the Purchaser or his/her legal representative by the Funeral Home.

## 5. Payments or Refunds to Purchaser

Prior to the rendering of any services or the providing of any merchandise as intended under this Agreement, any deposit or deposits along with accrued interest are refundable within 10 days to the Purchaser or his/her legal representative upon (1) the presentation of a notarized written demand of the Purchaser to the Trustees, or (2) upon written demand by the Funeral Home to the Trustees on forms provided by the Trust. Any such payments or refunds will be made payable only in the name of the Purchaser or his/her legal representative and not to any other party.

## 6. Claim by Funeral Home

Any deposit, or deposits along with accrued interest, will be payable to the Funeral Home upon presentation of a certified death certificate of the Intended Funeral Recipient, and provided the Funeral Home has furnished the merchandise and services agreed to.

The Funeral Home will provide a final and comprehensive bill to the legal representative of the deceased Funeral Recipient upon completion of performance of this Agreement.

## 7. Revocability and Severability

Both the Funeral Arrangements and this Agreement, together or separately, are revocable by the Purchaser at any time prior to the rendering of any services or the providing of any merchandise as intended under this Agreement, with the total amount of any deposit or deposits and accrued interest being refundable as specified in paragraph (5).

## 8. Failure to Perform

If the Funeral Home is unable to provide the Funeral Arrangements contemplated in conjunction with this Agreement, then the Purchaser's sole remedy shall be the revocation of this Agreement as specified in paragraph (7) above.

### 9. Portability

Unless provided for in the Funeral Arrangements, nothing under this Agreement provides for the contingencies and costs related to the death of the Intended Funeral Recipient outside of the immediate service area of the Funeral Home. In such an event, the Purchaser shall be required to make and pay for such additional arrangements as the circumstances may require and that, in any event, the revocability and refund provisions of this Agreement may be invoked as appropriate to accommodate such a contingency.

### 10. Merchandise Substitution

In the event that merchandise specified in the Funeral Arrangements is unavailable at the time of performance, the Funeral Home may substitute merchandise of substantially equal quality, value and workmanship with any changes in the price resulting from such a change being reflected on the Statement of Funeral Goods and Services Selected in a manner complying with disclosures required by state and federal law.

### 11. Depository of Funds

All deposits into the New Jersey Prepaid Funeral Trust Fund are deposited in a federally insured state or federally chartered bank, with each Account insured by the Federal Deposit Insurance Corporation (FDIC) up to the maximum coverage available to the Purchaser. In accordance with FDIC insurance rules, other bank Accounts of the Purchaser held at the same bank which serves as depository for the New Jersey Prepaid Funeral Trust Fund may be aggregated with the Account of the Purchaser held in the Trust Fund for the purposes of determining the amount of available Federal Deposit Insurance.

### 12. Acknowledgments, Statements and Fees

Deposits will be acknowledged within 10 days of the receipt of the deposit from the Funeral Director by the Trustees, and a statement reflecting the principal and the interest of the Account will be mailed in January of each year for the preceding year. The Trustees are entitled by law to expend up to one percent (1%) of the principal sum in the

New Jersey Prepaid Funeral Trust Fund for management and administrative services. This amount may be paid to the Trustees or such third party administrators as may be engaged by the Trustees for such purposes.

### 13. Location of Fund

The Trustees of the New Jersey Prepaid Funeral Trust Fund are members of the New Jersey State Funeral Directors Association, Inc. A related company, New Jersey Funeral Directors Services, Inc. administers and manages the program. Both companies are located in Wall Circle Park, 1977 Highway 34, Building F, Wall Township NJ 07719. The Underlying Trust Agreement is located at the same address and may be examined by the Purchaser any weekday during normal business hours.

### 14. Release

The Purchaser hereby releases the New Jersey Prepaid Funeral Trust Fund, the Trustees and the officers, employees and agents of the New Jersey Prepaid Funeral Trust Fund from all liability in connection with the release of the Account in accordance with this Agreement, regardless of the authenticity of the signature on any demand purporting to have been made by the Purchaser or the Funeral Home or any dispute as to the quality, nature or cost of funeral goods and services requested.