



Contract Date: _____
Contract No.: _____ - _____ - _____ - _____
Year PIN/COA Serial #

PRENEED FUNERAL CONTRACT & TRUST AGREEMENT WEST VIRGINIA FUNERAL TRUST

CERTIFICATE OF AUTHORITY HOLDER ("FUNERAL HOME"): _____

Address: _____

Phone: _____
Email: _____

CONTRACT BUYER:

Last Name: _____
First Name: _____ M.I. _____
Social Security No.: _____
Birthdate: _____
Address: _____

Phone: _____ Gender: _____

CONTRACT BENEFICIARY (If same as Buyer, write "same"):

Last Name: _____
First Name: _____ M.I. _____
Social Security No.: _____
Birthdate: _____
Address: _____

Phone: _____ Gender: _____

I. PURCHASE AGREEMENT

The Buyer has purchased the funeral services and merchandise and paid the Total Price listed on page 3 of this Contract. In exchange, the Funeral Home, pursuant to the terms of this Contract and the requirements of the West Virginia Preneed Burial Contracts Act, W.Va. Code 47-14-1 (the "Act"), has agreed to provide at Beneficiary's death the funeral services and merchandise listed on page 3.

II. TERMS AND CONDITIONS

1. **Irrevocability.** The Buyer must select and sign one of the following two options regarding whether the Contract will be irrevocable or revocable:

(a) **Revocable Agreement Option.** By signing below, the Buyer elects to make the Contract revocable. If the Contract is revocable, the Buyer may cancel it at any time up until the Beneficiary's death by notifying the Funeral Home in writing. Within ten (10) days after receipt of such notice of cancellation, the Funeral Home shall notify the trustee of such cancellation and the trustee shall return to the Buyer all of the funds in trust within thirty (30) days. **THE BUYER WILL NOT RECEIVE A REFUND OF THE ADMINISTRATIVE FEES SET FORTH IN SECTION 4 ON PAGE 2.**

Buyer's Signature: _____ Date: _____

(b) **Irrevocable Agreement Option. NOTICE OF IRREVOCABILITY.** THIS PRENEED FUNERAL CONTRACT SHALL BE IRREVOCABLE DURING THE LIFETIME OF THE CONTRACT BENEFICIARY. NEITHER THE BUYER NOR ANY OTHER PERSON AS BENEFICIARY WILL BE ENTITLED TO CANCEL THIS CONTRACT OR RECEIVE A REFUND OF PAYMENTS UNDER THIS CONTRACT.

Buyer's Signature: _____ Date: _____

2. **Application of Excess Funds.** If there are excess funds in accordance with Sections 5 and/or 6 below and if the Buyer is not the Beneficiary, the excess funds shall be distributed to the Buyer if he or she is living. If the Buyer is deceased or if the Buyer is also the Beneficiary, the excess funds shall be paid to the First Designee named below or, if such First Designee is deceased, then to the Second Designee named below, or if such Second Designee is deceased, then to the descendants of the Buyer per stirpes.

(a) First Designee Name: _____ Relationship _____
Address: _____

(b) Second Designee Name: _____ Relationship _____
Address: _____

II. TERMS AND CONDITIONS (continued)

3. **Deposit Into Trust.** The Buyer authorizes and directs the Funeral Home to deposit all monies received under this Contract (excepting only the administrative fee set forth in Section 4 below and the Attorney General’s fee) into the West Virginia Funeral Trust (the “WVFT”) established by the West Virginia Funeral Directors Association (“WVFDA”). The WVFT is a common trust fund established pursuant to the Act and which uses a state or federally-chartered insured bank, savings and loan, or credit union that is located in West Virginia as the trustee. WVFDA may change the trustee without the consent or prior notice to the Buyer or the Funeral Home.

4. **Administrative Fee.** In accordance with the Act and with the consent of the Buyer, the Funeral Home is permitted to retain no more than ten (10%) percent of the total purchase price paid by the Buyer to cover the Funeral Home’s administrative and sales costs. The Funeral Home elects to retain _____ % of the total purchase price paid by the Buyer under this Contract.

The Buyer acknowledges that the amount retained by the Funeral Home is exempted from the Trust and will not be refunded if the Contract is revoked.

Contract Buyer’s Signature: _____ Date: _____

5. **Guaranteed Price of Funeral Services and Merchandise.** The funds that Buyer has paid for the guaranteed services and merchandise set forth on page 3, plus any interest or other accrual on such funds, shall be applied toward the retail prices that the Funeral Home charges for such funeral services and merchandise at the time of the Beneficiary’s death. If the total purchase price has been paid in full, the Funeral Home will provide the funeral services and funeral merchandise set forth on page 3 (or permissible substitutions thereof) at the time of the Beneficiary’s death; provided, however, that if the accumulated trust funds are insufficient to offset the total purchase price of the guaranteed services and merchandise, the Funeral Home, as part of its price guarantee, will not charge any additional amounts for such guaranteed services and merchandise. If, however, there are excess trust funds remaining after the payment of the guaranteed services and merchandise, the excess will be used for the Buyer’s benefit in accordance with Sections 2 and 6.

6. **Non-Guaranteed Cash Advance Items.** The funds that Buyer has paid for the non-guaranteed cash advance items set forth on page 3, plus any interest or other accrual on such funds, shall be applied toward the retail prices of the cash advance items at the time of Beneficiary’s death. If the amount available from the trust funds that are attributable to the non-guaranteed cash advance items is less than the retail cost of those cash advance items at the time of death, the shortfall will be owed to the Funeral Home. If there are excess funds resulting from the payment of the guaranteed services and merchandise in accordance with Section 5 above, that excess shall be applied to the shortfall. Alternatively, the Buyer may pay the shortfall to the Funeral Home or opt to omit or reduce certain of the cash advance items. If the money available from the trust proceeds set aside to fund the non-guaranteed cash advance items is more than the retail cost at the time of death, the excess amount shall be paid in accordance with Section 2 above.

7. **Substitution of Services or Merchandise.** If any of the guaranteed services or merchandise described on page 3 of this Contract are unavailable at the time of need, the Funeral Home shall notify the Buyer or the Beneficiary’s next-of-kin and advise them that a substitution of services or merchandise is necessary. The substituted goods and services shall be of equal or greater value than the contracted goods or services. The value of the substituted services and merchandise will be determined from the General Price List of the Funeral Home.

8. **Taxes and Trust Fees.** The Trustee will pay the taxes on interest and earnings generated from the trust funds. In accordance with Section 47-14-7(c) of the Act, periodic withdrawals of funds on deposit may be made by the Trustee for the purposes of paying Trustee fees, administrative expenses and taxes incurred by the Trust.

9. **Integration.** This Contract constitutes the entire agreement between Buyer and Funeral Home and supersedes all communications, representations, and other agreements, whether oral or written, between them relating to the subject matter of this Contract. This Contract may only be amended by a written agreement signed by all of the Parties, except that, if the Buyer has not already made this Contract irrevocable, the Buyer may do so at any time by signing Section 1(b) on Page 1 and returning a copy to the Funeral Home.

Buyer’s Initials

III. Statement of Funeral Goods and Services Selected

I. GUARANTEED FUNERAL SERVICES

- 1. Basic Services of Funeral Directors and Staff.....\$ _____
 - 2. Embalming.....\$ _____
 - 3. Other Preparation.....\$ _____
 - 4. Visitation/Viewing\$ _____
 - 5. Funeral Ceremony.....\$ _____
 - 6. Transfer of Remains to Funeral Home.....\$ _____
 - 7. Hearse\$ _____
 - 8. Funeral Sedan (Lead Car).....\$ _____
 - 9. Flower Car\$ _____
 - 10. Additional Mileage Charge.....\$ _____
 - 11. Package Services Selected\$ _____
(All Items Included in Package Are Designated Above)
 - 12. _____...\$ _____
 - 13. _____...\$ _____
- TOTAL GUARANTEED SERVICES\$ _____**

II. GUARANTEED FUNERAL MERCHANDISE

- 1. Casket
_____ \$ _____
- 2. Outer Burial Container
_____ \$ _____
- 3. _____ \$ _____
- 4. _____...\$ _____

TOTAL GUARANTEED MERCHANDISE \$ _____

III. NON-GUARANTEED CASH ADVANCE ITEMS

- 1. Certified Copies of Death Certificate\$ _____
- 2. Cemetery Charges\$ _____
- 3. Newspaper Notices\$ _____
- 4. Sales Tax.....\$ _____
- 5. _____\$ _____
- 6. _____\$ _____

TOTAL NON-GUARANTEED CASH ADVANCES.....\$ _____

WE CHARGE YOU FOR OUR SERVICES IN OBTAINING THOSE CASH ADVANCE ITEMS DESIGNATED WITH AN ASTERISK* ABOVE.

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain the reason in writing below:

Reason for Embalming: _____

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reasons in writing below.

Legal or cemetery or crematory requirements compelling a purchase: _____

- (a) **TOTAL GUARANTEED AND NON-GUARANTEED FUNERAL PRICE.....\$ _____**
- (b) **ATTORNEY GENERAL'S FEE.....\$ _____**
- (c) **TOTAL PRICE.....\$ _____**
- (d) **INITIAL AMOUNT PAID BY CONTRACT BUYER.....\$ _____**

IV. SIGNATURES

The Buyer should review this Contract before signing it or paying money. The Buyer may take this proposed Contract and review it with a family member or legal advisor. The terms in the proposed Contract cannot be changed or revoked by the Funeral Home for five (5) business days.

IN WITNESS WHEREOF, the Buyer and Funeral Home have executed this Contract as of the date set forth above.

Buyer Signature: _____ Funeral Home Signature: _____
On behalf of the Certificate of Authority Holder