

Edgley Cremation Services

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Agreement No. _____

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED/PURCHASE AGREEMENT

Date of Death ____ / ____ / ____
MO DD YR

Name of Deceased _____

Deceased's Last Address _____

CITY STATE ZIP CODE

Charge to (Buyer) Name _____ Phone No. () _____

Buyer's Home Address _____

CITY STATE ZIP CODE

Co-Buyer's Name _____ Phone No. () _____

Co-Buyer's Address _____

CITY STATE ZIP CODE

In this Agreement the words you and your refer to the Buyer and Co-Buyer, if any, signing this Agreement. The words we, us and our refer to the Funeral Provider or Seller whose name and address appear above. For good and valuable consideration, which each party acknowledges receiving, you agree to buy the goods and services described below. You authorize us to prepare and care for the body of the decedent named in this Agreement and to conduct the funeral and services and incur the charges listed in said Agreement. We have the right to collect the total amounts due under this Agreement from any person who signs this Agreement as Buyer or Co-Buyer.

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. 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 why below.

SECTION I: SERVICES AND MERCHANDISE FUNERAL DIRECTOR AND STAFF SERVICES

Professional Service Fee \$ _____

CARE OF PREPARATION OF REMAINS

Refrigeration \$ _____

Other preparation \$ _____

TRANSPORTATION

Transferring remains to crematory \$ _____

Additional Transportation: _____ \$ _____

OTHER GOODS AND SERVICES

1. Prayer cards \$ _____

2. Acknowledgement cards \$ _____

3. Register Book \$ _____

4. Memorial Package \$ _____

5. Scattering at Sea \$ _____

6. Obituary Notices \$ _____

7. Forwarding of Cremains \$ _____

8. Expedited Death Certificate \$ _____

9. Flowers \$ _____

10. Shipping Container \$ _____

11. Cemetery \$ _____

12. Crematory \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

MERCHANDISE

Casket/Cremation Casket \$ _____

Item No. _____

Alternative container \$ _____

Outside enclosure \$ _____

Item No. _____

Urns and vases \$ _____

Item No. _____

TOTAL SECTION I \$ _____

SECTION II: CHARGES TO BE INCURRED BY US ON YOUR BEHALF (Certain charges may be estimated - "e" means estimated)

☐ Cemetery \$ _____

☐ Crematory \$ _____

☐ Flowers \$ _____

☐ Obituary Notices \$ _____

☐ Death Certificates \$ _____

☐ Vault Installation \$ _____

☐ Clergy/Religious Facility \$ _____

☐ Outside Funeral Director's Expenses \$ _____

☐ Medical Examiner's Fee \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

☐ _____ \$ _____

TOTAL SECTION II \$ _____

TOTAL AMOUNT DUE \$ _____

Name of Deceased _____ Agreement No. _____

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED/PURCHASE AGREEMENT

TOTAL CHARGES _____ \$ _____

Less cash received _____ (\$ _____)

Less assignment of receivable from third party lender _____ (\$ _____)

Less assignment of _____ (\$ _____)

Unpaid balance due by: _____ \$ _____

PAYMENT TERMS: You understand that no extension of credit by us, subject to federal or state credit disclosure, installment sales, or other consumer credit statutes, is contemplated by this Agreement. You have no right to defer payment of any amount due under this Agreement. You agree that you are personally liable for payment of the applicable balance due shown on the Statement of Funeral Goods and Services Selected by the date indicated on the Statement. Such payment will be made to us at the address set forth in this Agreement. If you have not paid the principal balance in full within seven days after the date indicated, a one-time default charge of 10% of the unpaid portion of the principal balance will be imposed or the maximum amount allowed by law, if less. Where the full amount due will not be paid prior to the performing of the services called for by this Agreement, you authorize us to inquire into your credit history.

IDENTIFICATION AND DESCRIPTION OF MANDATORY ITEMS AND EXPLANATION OF EMBALMING CHARGE: We have identified and described below any legal, cemetery or crematory requirements which compel the purchase of any items listed in Part One and we have explained why we charge for embalming. You acknowledge and agree that embalming and/or preparation of the remains may be performed at the facility of the above-referenced funeral home or at another facility that is duly licensed and equipped to provide such services.

You confirm that you have examined the service and merchandise items listed in Part One and found them to be correct and according to the arrangements selected and that prior to signing this Statement, you reviewed and approved a completed copy of this Statement. You also confirm that you have been informed of your right to select only such services and merchandise as you desire, and that you have the legal right to arrange the funeral services for the deceased named above.

ACKNOWLEDGEMENT OF DISCLOSURES/DISCLAIMER

The Federal Trade Commission Trade Regulation Rule on "Funeral Industry Practices" requires certain disclosures and prohibits misrepresentations. The following is a checklist we ask those we serve to read and sign to verify that the funeral arrangement conference was conducted in compliance with the Rule. You who made the arrangements for the funeral and final disposition of the above-named decedent do hereby attest to the following:

1. You **were** given a General Price List effective on _____ prior to discussing funeral arrangements or the selection of any funeral goods or services.
2. You **were** shown a Merchandise Price List effective on _____ prior to discussing caskets.
3. You **were** shown an Outer Burial Container Price List effective _____ prior to discussing burial containers.
4. You **were** advised that the law does not require embalming except in certain special cases.
5. You **were not** advised that embalming is required for direct cremations, immediate burial, or a closed casket funeral without viewing or visitation if refrigeration is available, where state or local law does not require embalming in such cases.
6. You **were not** advised that any law requires a casket for direct cremation or that any container, other than an alternative container, is required for direct cremation.
7. You **were** advised that state law does not require the purchase of an outer burial container or any of the funeral goods or services you selected except as set forth on your Statement of Funeral Goods and Services Selected/Purchase Agreement.
8. No claims were made to you as the merchandise or services (embalming, casket, outer burial container) to the effect that embalming or the use of any merchandise available from us would delay the decomposition of the remains for a long term or indefinite time, or that any such merchandise would protect the body from gravesite substances. No representations or warranties were made to you about the protective features of caskets or outer burial containers other than those made by the manufacturer. The only warranties were made to you about the protective features of caskets or outer burial containers other than those made by the manufacturer. The only warranties, expressed or implied, granted in connection with goods sold with the funeral service we arranged were the expressed written warranties. If any, extended by the manufacturers of such goods. No other warranties were extended to you.
9. You **were** advised that the funeral firm's cost for the items listed in Part One, Section II, may be different based on volume or cash discounts or other professional/trade customs where permitted by state or local law.

NOTICE TO BUYER/CO-BUYER

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT ANY CLAIM YOU MAY HAVE AGAINST THE SELLER SHALL BE RESOLVED BY ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL AS WELL AS YOUR RIGHT OF APPEAL.

ACCEPTED FOR SELLER:

Executed this _____ day of _____, 20 _____

By: _____



License # _____

Signature (1) _____

Social Security # _____