

A GUARANTEED CONTRACT FOR PREPAID PRENEED FUNERAL MERCHANDISE AND SERVICES BY AND BETWEEN

(Hereinafter Referred to as "Seller")

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ SOC. SEC. # _____ ACCT. NO. _____

(Hereinafter Referred to as "Buyer")

WHEREAS SELLER agrees to furnish the funeral merchandise and services listed below for the Beneficiary, _____

_____ for a total price of \$ _____ payable:

- 1. \$ _____ paid cash in hand this date as total payable under this contract.
- 2. A down payment of \$ _____ with balance payable _____ (monthly, quarterly, semi-annually, annually) for _____ payments.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter expressed, to be faithfully kept and performed by them, it is hereby understood covenanted and agreed that the balance of any interest above and beyond such taxes shall be placed with the principal to accrue until termination or completion of the contract at which time, all of said funds shall be disbursed to the Seller.

1. The Seller will perform and deliver the merchandise and services to the Buyer and/or the Beneficiary at the death of the beneficiary as set forth.
2. That no further fees or investment will be accepted from Buyer, except as may be set forth below, and in return for SELLERS AGREEMENT TO DELIVER FUNERAL MERCHANDISE AND SERVICES AT A GUARANTEED PRICE. THE BUYER SHALL REMAIN responsible for the payment of any local, state or federal taxes as may be applicable to the fund.
3. That if Buyer fails to make payments as agreed to above, Seller retains the option to void his responsibility to perform and deliver the funeral merchandise and services at the guaranteed price as listed herein.
4. That if this contract has not been made irrevocable, Buyer retains the right to cancel this contract during its life and Seller agrees to return all principal and interest paid into the fund, in accordance with Title 36 O.S. §§ 6121 through 6135.

NOW THEREFORE, BUYER SELECTS THE FOLLOWING MERCHANDISE AND FUNERAL SERVICES AS MORE FULLY DESCRIBED BELOW:

STATEMENT OF GOODS AND SERVICES SELECTED

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.

PROFESSIONAL SERVICES SELECTED

NON-DECLINABLE SERVICES OF FUNERAL DIRECTOR AND STAFF _____ \$ _____
 EMBALMING _____ \$ _____
 OTHER PREPARATION OF THE BODY: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 TOTAL PROF. SVC. SELECTED (A) _____ \$ _____

MERCHANDISE SELECTED

CASKET _____ \$ _____
 CONSTRUCTED OF _____
 OUTER BURIAL CONTAINER _____ \$ _____
 CONSTRUCTED OF _____
 CLOTHING _____ \$ _____
 MEMORIAL GOODS _____ \$ _____
 OTHER MERCHANDISE _____ \$ _____
 TOTAL MERCHANDISE (E) _____ \$ _____

ADDITIONAL SERVICES AND FACILITIES

USE OF FACILITIES AND STAFF SERVICES FOR VIEWING _____ \$ _____
 FUNERAL AT FACILITY OR OTHER LOCATIONS AND STAFF SERVICES _____ \$ _____
 MEMORIAL SERVICE AT FACILITY OR OTHER LOCATION AND STAFF SERVICES _____ \$ _____
 GRAVESIDE EQUIPMENT AND STAFF SERVICES _____ \$ _____
 REFRIGERATION OF UNEMBALMED REMAINS _____ \$ _____
 OTHER: _____ \$ _____
 SHELTER OF REMAINS _____ \$ _____
 TOTAL ADTL SVCS. & FACILITIES (B) _____ \$ _____

SUMMARY OF CHARGES

A. PROFESSIONAL SERVICE SELECTED _____ \$ _____
 B. ADDITIONAL SERVICES AND FACILITIES _____ \$ _____
 C. ALTERNATIVE SERVICES _____ \$ _____
 D. TRANSPORTATION _____ \$ _____
 E. MERCHANDISE SELECTED _____ \$ _____
 F. CASH ADVANCED ON BEHALF OF BUYER _____ \$ _____
 SALES TAX _____ \$ _____
 GRAVE OPENING _____ \$ _____
 CERTIFIED COPIES _____ \$ _____
 FLOWER ORDERS _____ \$ _____
 TENT & EQUIPMENT _____ \$ _____
 MINISTER HONORARIUM _____ \$ _____
 MUSIC _____ \$ _____
 _____ \$ _____
 _____ \$ _____

ALTERNATIVE SERVICES

FORWARDING REMAINS _____ \$ _____
 RECEIVING REMAINS _____ \$ _____
 DIRECT CREMATION _____ \$ _____
 IMMEDIATE BURIAL _____ \$ _____
 TOTAL ALT. SVCS (C) _____ \$ _____

TRANSPORTATION

TRANSFER OF REMAINS TO FUNERAL HOME (LOCAL) _____ \$ _____
 FUNERAL COACH _____ \$ _____
 LIMOUSINE _____ \$ _____
 OTHER TRANSPORTATION _____ \$ _____
 TOTAL TRANSPORTATION (D) _____ \$ _____

REASON FOR EMBALMING

- () 1. Authorized/requested by next of kin.
- () 2. Oklahoma 24-hour rule.
- () 3. Public visitation and/or funeral.
- () 4. OTHER: _____

WE CHARGED YOU FOR OUR SERVICES IN OBTAINING: _____ \$ _____

TOTAL CASH ADVANCED ITEMS _____ *(F) \$ _____

TOTAL (A, B, C, D, E, AND F) _____ \$ _____

IF ANY LAW, CEMETERY, OR CREMATORY REQUIREMENTS HAVE REQUIRED THE PURCHASE OF ANY OF THE ITEMS LISTED, THE LAW OR REQUIREMENT IS EXPLAINED BELOW: _____

Disclaimer of warranties: Funeral Home makes no warranties or representations concerning the products sold herein. The only warranties, expressed or implied, granted in connection with the products sold with this funeral services, are the expressed written warranties, if any, extended by the manufacturers thereof. The Funeral Home hereby expressly disclaims all warranties, express or implied, relating to all such products, including, but not limited to, the implied warranties or merchantability and fitness for a particular purpose.

ACKNOWLEDGEMENT AND AGREEMENT: PURCHASER hereby acknowledges that he has the legal right to arrange the final services for the PERSON INSURED and authorizes FUNERAL HOME to perform services, furnish goods, and incur outside charges specified on this statement.

_____ (initials) PURCHASER acknowledges that he has received on this date the General Price List and was offered for review the Casket Price List and Outer Burial Container Price List. He acknowledges that he has been advised of the right of disclosure of all such warranties, if any, pertaining to the goods herein sold. He also acknowledges execution and receipt of a copy of this statement.

NOTES: *This form does not guarantee the price of cash advanced items. These items are paid by the FUNERAL HOME on PURCHASER'S behalf to these persons. We have no way of guaranteeing these prices at death, and they are estimated now. Any additional cost must be paid by PURCHASER (or AUTHORIZED REPRESENTATIVE) before the funeral services.

IN WITNESS WHEREOF on this _____ day of _____, 20____, the parties herein execute this contract. It is understood that cost of items furnished by those other than Seller will be furnished at the current price at time of death. It is further understood that no transportation other than local transportation is included, unless specifically mentioned.

 WITNESS

 BUYER

 WITNESS

 SELLER

SPECIFIC DEFINITIONS OF THE GUARANTEED CONTRACT OBLIGATIONS

1. FUNDS TO BE PLACED IN TRUST

The funds paid to Funeral Director by Buyer, less any amounts as specified by law which may be retained by Funeral Director, shall be placed in interest-bearing investments authorized by Article 16 of the Insurance Code, except to the extent the Insurance Commissioner may determine that a particular asset may be inappropriate for investment, or in a state or national bank or in a savings and loan company in this state, hereinafter referred to as Trust Account Depository, such deposit to be made by Seller within ten (10) days of the end of the calendar month after the collection thereof from Buyer. Said funds shall remain in said trust account, subject to the terms and conditions of Oklahoma law for the use, benefit and protection of the Buyer and the designated beneficiary under the terms of this Contract.

2. DISBURSEMENT AND WITHDRAWAL

Disbursement of the funds and all principal additions thereto to the Seller shall be only upon the death of the Beneficiary, and upon the furnishing by Seller of the funeral merchandise and/or services required to be furnished by him under this Contract, the said funds shall be released by the Trust Account Depository to the Seller, upon receipt of the proper forms as required by Oklahoma law.

3. CANCELLATION BY BUYER

In the event Buyer shall decide to terminate and cancel this Contract, application shall be made by Buyer to Seller, who shall forward same to the Insurance Commissioner and to the Trust Account Depository, and Seller shall also refund to Buyer at the same time, any portion of the funds deposited under this contract which have been retained by Seller. Seller may retain from the interest accrued all interest in excess of the minimum amount required to be paid by law less taxes and administrative fees. Seller shall remit any funds due buyer in person or by mail within 10 days of date of Buyer signing application to cancel contract and have funds returned.

4. SELECTION OF TRUST ACCOUNT DEPOSITORY

Seller shall have the right to select the depository of the trust account at which the funds herein shall be deposited. Seller may deposit said funds into a common account or fund, commingling same with other similar trust accounts. Seller shall keep accurate books of account for each contract beneficiary, thus accounting as to principal deposits in each. This information shall be available to the Buyer upon request.

5. DEFAULT

In the event of a default by the Buyer in any payment plan selected herein, this agreement shall remain until Buyer requests a return of said monies, at which time said funds shall be returned to the buyer as required by state law. Buyer shall have the option, in lieu of return of the monies, to apply so much of the payments as have been made, toward the payment of merchandise and services upon death of the contract beneficiary. Receipt of acceptance of a delinquent payment by the Seller shall not be deemed to be a waiver of any default. Withdrawal of any principal by the buyer under this contract shall void the Seller's obligation to provide funeral merchandise and services at the guaranteed price.

6. TAXES

THE BUYER REMAINS RESPONSIBLE FOR THE PAYMENT OF ANY federal, state and local taxes due upon any interest earned by any guaranteed account. Any levy of taxes by any local, state or federal taxing authority against the trust fund shall authorize the holder of said trust fund to make payment thereon and to charge said fund with the payment of said taxes, as though same had been contracted for as a purchase item in the contract. The Seller and The Trust Account Depository in which the trust fund is held, shall be held harmless for any claims, suits, charges, judgments or other actions including a reasonable attorney's fee for the defense thereof, resulting from payment of said taxes levied out of the trust fund.

7. PERFORMANCE BY SELLER

Seller shall furnish the specified funeral services and merchandise at no further cost to the Buyer or his estate in consideration of the payment of the purchase price stated in this Contract together with any accumulated interest in the Trust Account. If at the time of maturity, Buyer has not paid the full contract price the Seller shall be obligated to supply only the services and merchandise which can be purchased with the funds on hand, or the authorized person selecting the funeral merchandise and services may elect to complete the original contract by paying in cash the remaining balance.

8. RIGHT OF SUBSTITUTION

It is further understood that the Seller is obligated to furnish the exact merchandise as described above only to the extent that such merchandise is available from the Seller's regular supply sources. If such merchandise is not available then Seller is permitted to make substitutions of merchandise of equal or superior quality provided that such substitutions are of the same general design, styling and colors as originally selected.

9. CHANGE OF ADDRESS

It shall be the obligation of the Buyer to keep the Seller advised of any change of address, and Seller shall not be liable for any notices, correspondence or other communications addressed to the Buyer at the address as same appears on this Contract unless Buyer supplies Seller with change of address.

10. DEATH OUTSIDE SELLER'S SERVICE AREA

In the event of a death of the beneficiary outside the Seller's area, as considered normal service area of the Funeral Home, this contract does not include transportation back to said area, nor does it include any secondary mortuary charge at the place of death. The Buyer may elect to have this contract serviced by a funeral home other than the funeral home listed herein. In such case, the Buyer shall supply the Funeral Director a death certificate and a certificate of statement of performance by the performing funeral home., and Seller herein shall do such things as may be necessary to release the funds on deposit to the Buyer of a funeral home designated by the Buyer who is to supply funeral services or merchandise to the Beneficiary. The amount available in the above case shall be the net value available as described in paragraph 3.

11. EXCLUSION OF WARRANTY

There are no warranties of merchantability or fitness for a particular purpose extended by Seller. The only warranties, expressed or implied, which are granted in connection with the goods sold in this Funeral Service Contract or the services to be provided herein are the expressed written warranties, if any, extended by the manufacturers of the funeral service merchandise sold, and no such warranties are expressed or implied by the Funeral Director.

12. GENERAL

This contract contains the entire agreement between the parties, and no amendments, alterations hereto, or modifications which shall delete or lessen the quality of the merchandise or service originally agreed to herein by the Buyer, shall be recognized unless in writing and made a part of this Agreement by the Buyer only. This Agreement shall be binding upon the heirs and personal representatives of the parties hereto.