

PREPAID FUNERAL AGREEMENT

ES-3168

07-10

THIS AGREEMENT is entered into this _____ day of _____, 20 between

_____ and _____
Funeral Home Purchaser
for the purpose of providing funeral goods and services upon the death of _____,

_____, _____ . This agreement is executed in accordance with
Date of Birth Social Security Number
the provisions of K.S.A. 16-301 et seq.

Goods and Services To Be Provided

In consideration of the mutual promises and consideration provided herein, the funeral home agrees to furnish the funeral goods and services as described in the Statement of Goods and Services attached hereto and incorporated herein. The price of cash advance items contained in this Agreement are only estimates and are not guaranteed. The actual cost of these services over the amount estimated will be billed at the time of service.

Purchase Price

The purchase price for the funeral good and services selected pursuant to this Agreement, which are stated at current prices and are subject to future change, shall be \$_____. Said purchase price shall be (choose one):

Paid in Full upon executing this Agreement.

Paid in _____ installments of \$_____ each, due _____

Paid in one installment of \$_____ made upon the execution of this agreement, with the balance payable at time of need.

Investment of Funds

Funds invested pursuant to this Agreement shall be made payable and deposited in _____
_____,
the depository (a bank, savings and loan or credit union) located in _____

and placed in a savings account or certificate of deposit in the name of the purchaser and the funeral home.

All funds deposited and interest earned therein shall inure to the funeral home to cover all costs incurred in the performance of goods and services agreed to be provided under this Agreement.

Pricing of Prepaid Goods and Services (choose one)

Price of merchandise and services selected as shown in the Statement of Goods and Services, except for cash advance items, are guaranteed at the time of need not to exceed the purchase price plus accumulated interest thereon.

Price of funeral merchandise and services selected are not guaranteed. Price shall be determined at time of need and payment plus accrued interest under this Agreement shall be applied to balance.

Cancellation

Unless the Irrevocable Option has been chosen, this Agreement may be canceled by the Purchaser by providing written notice to the funeral home subject to the rules and regulations of the Depository concerning such deposit.

Irrevocable Option (if applicable, choose one)

It is agreed and understood that, this Agreement shall be **irrevocable** up to the first \$7,000 of funds paid plus any interest accrued thereon. This Agreement may not be revoked or terminated in any respect and must be used for the funeral and final disposition of purchaser.

It is agreed and understood that, this Agreement shall be **irrevocable** as to the first \$7,000 of funds paid and the retail price of a casket, urn and outside burial container, plus any interest accrued thereon. This Agreement may not be revoked or terminated in any respect and must be used for the funeral and final disposition of purchaser.

Payment Upon Death

Five days after the death of purchaser, the depository is authorized to disburse to the funeral home the funds in the account in accordance with the terms of this Agreement and K.S.A. 16-304 upon being furnished with proof of death and a written confirmation by the funeral home that it has complied with the provisions of this Agreement. Any excess remaining in the account shall be paid to the estate of the deceased, unless the deceased was a recipient of medical assistance in which case the balance shall be paid to the Secretary of the Kansas Department of Health and Environment to the extent of medical assistance expended. If the funeral home fails or is unable to comply with this Agreement, the Depository is authorized to disburse the entire balance of the account to the estate of the deceased.

GENERAL PROVISIONS

Change of Funeral Home

At any time before the death of Purchaser, the purchaser may designate a different funeral home to provide the funeral services and merchandise after written notice to above listed funeral home.

Assignments of Rights and Obligations of Funeral Home

The Funeral Home may assign its rights and obligations under this Agreement with the consent of the Purchaser or, in the event of the purchaser's death, the persons legally entitled to make funeral arrangements for the purchaser.

Substitution of Substantially Similar Goods or Services

If any of the goods or services agreed to be provided under this Agreement are no longer available or offered by the funeral home at purchaser's death, the funeral director may furnish goods or services of similar kind, quality, material and workmanship.

The purchaser during his lifetime may change the description of the funeral or burial services and merchandise to be provided and/or may add additional or expanded services or merchandise if sufficient funds are added to the principal to cover the cost.

Construed Under Kansas Law

This Agreement shall be construed in accordance with the laws of Kansas. If any provision hereof is for any reason declared invalid or illegal, such action shall not effect the remaining provisions hereof which shall remain in full force and effect.

Entire Agreement

This Agreement represents the entire agreement between the parties and no amendments shall be made hereto unless in writing and agreed to by the parties.

This Agreement is for the benefit of and shall be binding upon the successors, heirs, assigns and personal representatives of the purchaser, funeral home and depository.

IN WITNESS WHEREOF, I hereunto execute this agreement this _____ day of _____
_____, 20____ at _____, Kansas.

Purchaser

Funeral Home

Name

Funeral Home Name

Signature

Funeral Director's Signature

Address

Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Witness to Purchaser

IN POSSESSION OF: ___ Funeral Home
 ___ Purchaser
 ___ Depository

RECEIPT: ___ Savings Account
(Check one) ___ Certificate of Deposit
 ___ Statement

Signature of Depository