

**SAMPLE CONTRACT RESPECTING PREPAID PREARRANGED SERVICES
- Fully Guaranteed as to Goods and Services -**

(Pursuant to *The Funeral and Cremation Services Act and Regulations*)

Contract No. _____

THIS AGREEMENT, made in (insert # of copies owner wishes), this _____ day of _____, _____
BETWEEN _____, _____, _____,
_____, Saskatchewan (the Owner) from where the goods and services will be
provided and the "BUYER":

➤ _____, _____
Surname Given name & initial

➤ Mailing Address _____,
City/Town _____, Province _____ Postal Code _____
Phone : _____

➤ Date of Birth (M/D/Y): _____/_____/_____
➤ S.I.N. # _____

For the benefit of the Beneficiary (if different from the Buyer):
Beneficiary's Full Name: _____
Mailing Address: _____
Postal Code: _____
Phone: _____
Date of Birth (M/D/Y): _____/_____/_____ S.I.N. # _____

1. THE PARTIES AGREE AS FOLLOWS:

The owner shall, upon the death of the Beneficiary provide the contracted Goods and Services noted below and/or as itemized on the attached and initialed schedule(s) supported by the attached owner's current Itemized Price List.

2. DESCRIPTION OF GOODS AND SERVICES

This section shall include an itemization of all goods and services that form part of this contract and at minimum be classified in the five categories below. The owner shall complete this section in accordance with his Itemized Price List

- | | |
|---|--------------------------------|
| (1) Professional Services, Facilities and Equipment | (4) Other |
| (2) Goods | (5) List of attached Schedules |
| (3) Specially Pre-purchased goods and services | |

3. FINANCIAL SUMMARY

A. TOTAL OF SERVICES NOTED ABOVE AND ATTACHED	\$
B. TOTAL OF GOODS NOTED ABOVE AND ATTACHED	\$
C. GST ALLOWANCE (including any prepaid GST)	\$
D. TOTAL CONTRACT PAYABLE	\$
Pre-Deposit Adjustments	
E. LESS Goods and Services specially ordered and itemized herein (no GST) (non-refundable)	(\$)
F. LESS GST on Special Goods & Services (non-refundable)	(\$)
G. LESS Statutory Management Expense Allowance (refundable) A + B - E x _____ % =	(\$)
H. LESS GST remitted (refundable)	(\$)
I. Total funds available for Trust Deposit	\$

4. PAYMENT

In consideration and acceptance of the above the buyer this day pays to the owner the sum of \$ _____ (_____ /100) Dollars as derived from section 3 above.

5. SIGNATURES

By their signatures below the owner and buyer accept and agree to the terms and conditions of this agreement as stated herein, including the reverse side of this document and as itemized on all attached and noted schedules and price lists.

Witness: _____ Buyer: _____
Salesperson on behalf of the Owner: _____ Lic. # _____
Printed salesperson's name : _____

SEE THE BACK OF THIS PAGE FOR "THE BUYER'S RIGHT TO CANCEL OR TRANSFER" and OTHER TERMS and CONDITIONS.

CONTRACT CONDITIONS and A STATEMENT OF CANCELLATION RIGHTS

6. This agreement is subject to the provisions of *The Funeral and Cremation Services Act*, Regulations and Bylaws as the same may be amended from time to time. In the case of discrepancies the provisions of *The Funeral and Cremation Services Act*, Regulations and Bylaws shall be deemed correct and binding upon the parties of this agreement.

7. Buyer's Right to Cancel or Transfer

You may cancel this contract and receive a full refund if you cancel during the period beginning on the day you enter into the contract and ending 10 business days after the day you receive a copy of the contract. You may also cancel this contract at any time after the period mentioned above.

If you cancel the contract after that period, you may not receive a refund for any goods that have been specially ordered or cannot be sold to anyone else (e.g., if the goods have been engraved), as long as the fact that those goods were not subject to refund is stated in the contract. The owner will, however, provide you with those goods on cancellation.

Also, if you cancel the contract after that period, you may be charged an administration fee of: within the first year of the contract, 10% of the funds paid pursuant to the prepaid contract, including any income on those funds or \$250, whichever is the lesser amount; after the first year of the contract, 10% of the funds paid pursuant to the prepaid contract, including any income on those funds or \$500, whichever is the lesser amount.

To cancel, you must give notice of cancellation in writing to the owner at the owner's address. The owner shall, within 15 business days after the day on which he or she receives the notice, pay to the buyer all of the moneys that were paid in relation to the prepaid contract and all income accrued or earned on those moneys as calculated in accordance with the regulations. This contract may also be transferred to another owner. To transfer, you must give notice in writing to the first owner at the owner's address.

8. Buyer's Right to Cancel at Other Times: The buyer may also cancel the contract and receive a full refund within 30 days of receiving a copy of the contract if the owner failed to provide said copy within 7 business days of signing, or within one year of receiving a copy of the contract if the owner was not licensed, or within one year of receiving the contract if the contract did not include the licensed salesperson's name, a statement of all cancellation rights and other specific provisions of the Act (Sec 77) and Regulations. Notice shall be deemed served when personally delivered or sent by the buyer.

9. Owner's Obligation Upon Receipt of Notice:

For Cancellation Within Allowable Specified Times: The owner shall within 15 business days refund to the buyer all moneys paid pursuant to the contract, and all income accrued on those moneys and any refundable taxes, without penalty or deduction of administration fee or specially ordered goods all as calculated in accordance with the Regulations.

For Cancellation at Any Time: The owner shall within 15 business days refund to the buyer all moneys paid pursuant to the contract and all income accrued on those moneys, and any refundable taxes, less an administration fee and the cost of specially ordered goods all as calculated in accordance with the Regulations.

For Transfer: The initial owner shall cause all funds to be transferred to the receiving owner and financial institution of that owner in accordance with the Act, Regulations and Bylaws. The initial owner may withhold an administration fee and the cost of specially ordered goods, if itemized and disclosed in this contract. Such goods and funds shall be delivered and transferred within 15 business days of receipt of the transfer notice.

10. Owner's Right to Cancel: The owner may cancel this contract with written consent of the buyer, or by providing 15 business day's notice to the buyer of the owner's intention to cancel the contract, whereupon the buyer may elect to either: (a) receive an amount equal to or greater than the current day value of the contracted goods and services or (b) receive all the moneys paid pursuant to the contract including all income accrued on those moneys and all refundable taxes without penalty or deduction of an administration fee or cost of specially ordered goods as calculated in accordance with the Regulations. Should the owner cancel the contract for reason of default of payment(s) by the buyer, an administration fee and cost of specially ordered goods may be deducted.

11. Owner's Right to Assign: The owner may assign this contract to another owner only after providing written notice to the Council and the Buyer in the manner prescribed in the Bylaws.

12. Goods and Services Unavailable: Where the owner is unable to provide certain goods or services at the time of death of the beneficiary, the owner shall, at the option of the buyer (a) provide goods and services of an equal or greater value at no additional charge or (b) within 15 business days return all the moneys paid pursuant to the contract, including all income accrued on those moneys and all refundable taxes without penalty or deduction of administration fee as calculated in accordance with the Regulations.

13. Taxes and Fees: Upon entering into this agreement the owner shall collect from the buyer and remit all required taxes of the day. It is agreed that any new taxes or regulatory charges or fees that may be created in the future by whatever authority, shall become the responsibility of the buyer.

14. Establishment of Trust Account: The owner shall, after deduction of taxes and funds for purchase of specialized goods, if any, immediately deposit in an interest bearing trust account with a financial institution in Saskatchewan a minimum of 85% of the balance of the funds paid or collected pursuant to this agreement. Any and all funds paid pursuant to this agreement that are not deposited into trust shall be itemized and identified in this agreement. The moneys deposited shall be kept separate and apart from all other moneys in the owner's control.

15. Fulfillment of the Contract: Upon the death of the beneficiary and provision of the contracted goods and services, the owner shall receive and accept from the financial institution, the balance of the trust funds, including all interest, less any services charges, as full settlement of the account. The financial institution shall, upon receipt of written notice and proof of death from the owner, release said funds to the owner.