

FORM 2

STANDARD FORM OF PRE-ARRANGED FUNERAL PLAN

(Pre-arranged Funeral Services Act,

R.S.N.B 1973, c.P-14, s.3.03)

This Standard Form of Pre-arranged Funeral Plan (hereinafter referred to as "this Agreement") is made pursuant to the Pre-arranged Funeral Services Act, R.S.N.B 1973, c.P-14 (hereinafter referred to as the "Act").

AND WHEREAS the Licensed Funeral Provider has represented that it can provide the professional services and merchandise under the terms and conditions hereinafter set forth;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties have consented and agreed that the Licensed Funeral Provider shall provide professional services and merchandise for the Beneficiary after death subject to the following terms and conditions:

BETWEEN: _____
Hereinafter called the "Purchaser"

Address

RESPONSIBILITIES OF THE LICENSED FUNERAL PROVIDER

The Licensed Funeral Provider shall:

AND: _____
Hereinafter called the "Licensed Funeral Provider"

Address

- a. Provide the Purchaser and the Beneficiary with a copy of this Agreement.
- b. Deposit in trust in the name of the Purchaser (for the benefit of the beneficiary if applicable to this Agreement) all money received under this Agreement with a financial institution (a bank, credit union or trust company) within ten (10) working days after its receipt pursuant to section 10 of New Brunswick Regulation 88-32 under the Act.
- c. Obtain proof that the money received under this Agreement was deposited in trust with the financial institution and provide a copy of the proof of deposit to the Purchaser pursuant to section 5.01 of the Act within fifteen (15) working days after having made the deposit.
- d. Provide professional services and merchandise for the Beneficiary after death as outlined in Schedule "A" attached hereto.

FOR: _____
Hereinafter called the "Beneficiary"

Address

Date of birth

WHEREAS the Purchaser and the Beneficiary are desirous of receiving professional services and merchandise;

AND WHEREAS the Licensed Funeral Provider agrees to provide the professional services and merchandise that are more fully described in the attached Schedule "A" and Schedule "B";

- e. Warrant that the services under this Agreement shall be provided professionally and with reasonable care and skill, and that all merchandise purchased will be of good merchantable quality.
- f. Upon termination, cancellation or discontinuance of this Agreement by the Purchaser or the Purchaser's legal representative within seven (7) days after this Agreement is entered into, refund to the Purchaser or pay to the Purchaser's legal representative the total amount held in trust under this Agreement (hereinafter called "Trust Money"), including principal and interest.
- g. Upon termination, cancellation or discontinuance of this Agreement by the Purchaser or the Purchaser's legal representative more than seven (7) days after this Agreement is entered into, refund to the Purchaser or pay to the Purchaser's legal representative all Trust Money, including principal and interest, less a penalty of \$_____. (*The penalty specified must not be greater than Two Hundred and Fifty dollars (\$250).*)
- h. Refund to the Purchaser or pay to the Purchaser's legal representative all Trust Money, including principal and interest, where the Beneficiary dies under circumstances which render impossible or unreasonable the provision of the professional services and merchandise set out in Schedule "A" attached hereto.
- i. Notify the Purchaser in writing if the Licensed Funeral Provider intends to terminate, cancel or discontinue this Agreement because of an unpaid balance.
- b. Substitute merchandise if the merchandise set out in Schedule "A" attached hereto is no longer available at the time of death of the Beneficiary as long as the merchandise is of equivalent or greater value and is similar in style, design, color, construction and quality.
- c. Withdraw the following:
 - (i) Trust Money in an amount equal to the amount payable under this Agreement for a portion of the professional services and merchandise to be provided pursuant to this Agreement, after having provided that portion of the professional services and merchandise;
 - (ii) all of the Trust Money, after having provided all or the remaining portion of the professional services and merchandise pursuant to this Agreement.
- d. Terminate, cancel or discontinue this Agreement, after providing written notification to the Purchaser, if the Purchaser has failed to pay any installment required by this Agreement within thirty (30) days after the due date for payment.

RESPONSIBILITIES OF THE PURCHASER

The Purchaser shall pay the total amount of \$_____ (HST or its replacement tax included) no later than _____, 20_____ for the professional services and merchandise set out in Schedule "A" attached hereto. The amount shall be paid in a lump sum or in accordance with the payment schedule set out in Schedule "B" attached hereto.

RIGHTS OF THE LICENSED FUNERAL PROVIDER

The Licensed Funeral Provider is entitled to:

- a. Assign this Agreement to another Licensed Funeral Provider with the consent of or at the request of the Purchaser or the Purchaser's legal representative. The Licensed Funeral Provider is entitled to a Twenty-Five dollar (\$25) administrative fee if the assignment is made on the request of the Purchaser or the Purchaser's legal representative.

RIGHTS OF THE PURCHASER

The Purchaser:

- a. Has the right to the provision of professional services and merchandise as indicated in Schedule "A" attached hereto provided he or she pays the total amount indicated in Schedule "B" attached hereto.
- b. Has the right to be advised by the Licensed Funeral Provider of any substitutions in merchandise. If the Purchaser is the Beneficiary,

his or her legal representative shall be advised of any substitutions in merchandise.

- c. Has the right to all Trust Money, including principal and interest, where the Licensed Funeral Provider terminates, cancels or discontinues this Agreement.

GENERAL PROVISIONS

Both parties agree that this Agreement constitutes all of the agreements between them pertaining to the subject-matter of it and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties to it and there are no warranties, representations or other agreements between the parties to it in connection with the subject-matter of it except as specifically set forth or referred to in this Agreement. No supplement or amendment to this Agreement shall be binding unless executed in writing by the parties.

Both parties agree that any addition to this Agreement may not alter any right or duty provided for under the Act, under the regulations made pursuant to the Act or under this Agreement.

Both parties agree that should additional space be required to enumerate or provide details in regards to the professional services and merchandise to be provided under this Agreement or in regards to additions to this Agreement that additional pages will be attached to this Agreement as an addendum. It is also agreed and understood by the parties that each additional page will be initialled by the parties to this Agreement in order to validate the page(s) and that such additions will form part of this Agreement.

Both parties agree that Trust Money may be withdrawn or paid out in the manner specified under subsection 6(1) or (1.1) of the Act without payment of a penalty or charge other than as permitted by subsection 4(4) of the Act.¹

Both parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

Both parties agree that the invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

Both parties agree that any legal proceedings in relation to the interpretation or performance of this Agreement shall be commenced exclusively in New Brunswick Courts.

¹ Pursuant to subsection 6(4) of the Act, this Agreement is subject to any agreement between the Licensed Funeral Provider and the Purchaser to provide for the payment of the interest earned on Trust Money or of any part of that interest to the Purchaser. Should such an agreement relating to the payment of interest be entered into by the parties, said agreement shall be attached to this Agreement as Schedule "C".

CANCELLATION RIGHTS

You or your legal representative have the right to terminate, cancel or discontinue this pre-arranged funeral plan with no penalty within seven (7) days after entering into the plan. After that time, you or your legal representative have the right to terminate, cancel or discontinue the plan, subject to any penalty which is stated in the plan, but such penalty shall not exceed Two Hundred and Fifty dollars (\$250). A notice of termination, cancellation or discontinuance may be sent to

Licensed Funeral Provider's name and address

DROITS D'ANNULATION

Votre représentant légal ou vous aurez le droit de résilier ou d'annuler cet arrangement préalable d'obsèques ou d'y mettre fin sans peine pécuniaire dans les sept (7) jours de sa conclusion. Passé ce délai, votre représentant légal ou vous aurez le droit de le résilier, de l'annuler ou d'y mettre fin, sous réserve de toute peine pécuniaire y indiquée, laquelle ne pourra dépasser deux cent cinquante dollars (250 \$). Avis de résiliation, d'annulation ou de fin de l'arrangement pourra être envoyé à

Nom et adresse du fournisseur de services funèbres autorisé

Dated this _____ day of _____, 20____ in the _____ of _____ in the County of _____ and the Province of New Brunswick.

Signature of Licensed Funeral Director (on behalf of the Licensed Funeral Provider)

Signature of Purchaser

Printed name

Printed name

SCHEDULE "A"

(page 1 of 2)

Professional Services and Merchandise

Professional Services	Included	Not Included	Amount
Use of funeral home - visitation			
Use of funeral home - funeral service			
Scientific preparation - embalming			
Scientific preparation - other			
Hearse			
Documentation			
Consultation			
Cremation			
Transportation of remains to funeral home (from location within a 50 km radius of funeral home)			
Transportation of remains to funeral home (from location outside a 50 km radius from funeral home)			
Transportation of remains from funeral home to burial site (if burial site is within a 50 km radius of funeral home)			
Transportation of remains from funeral home to burial site (if burial site is outside a 50 km radius from funeral home)			
Transportation of remains from funeral home to another location (e.g., location of memorial service) if the location is within a 50 km radius of funeral home			
Transportation of remains from funeral home to another location (e.g., location of memorial service) if the location is outside a 50 km radius from funeral home			
Merchandise	Included	Not Included	Amount
Casket (<i>please describe</i>)			
Outer container (<i>please describe</i>)			
Clothing (<i>please describe</i>)			
Other (<i>please describe</i>)			

SCHEDULE "A"

(page 2 of 2)

NOTE - THE AMOUNT PAYABLE UNDER THIS AGREEMENT DOES NOT INCLUDE PROVISION OF THE FOLLOWING SERVICES AND MERCHANDISE:

1. Burial lots, burial vaults and grave markers
2. Services to be rendered at the cemetery (e.g., the opening and closing of the grave and perpetual care of the grave site)
3. Publication of funeral notice or death notice
4. Hairdressing services
5. Make-up
6. Flowers and vases
7. Services performed by the clergy or other religious leaders or by an organist or a soloist
8. Catering services

Subtotal	
HST ____% (or its replacement tax)	
TOTAL	

Purchaser's Initials

SCHEDULE "B"

(page 1 of 2)

OPTIONS FOR FUNDING PRE-ARRANGED FUNERAL PLAN

Option #1 - Payment in full

Purchaser's Initials

The total amount of \$_____ (HST or its replacement tax included) has been paid in full on _____, 20____ by receipt number_____.

Option #2 - Payment Schedule

Purchaser's Initials

The total amount of \$_____ (HST or its replacement tax included) is to be paid in full no later than _____, 20_____.

The Purchaser agrees to pay the sum of \$_____ as a deposit towards the full cost of the professional services and merchandise set forth in Schedule "A" of this Agreement.

The Purchaser agrees and acknowledges that the balance owing of \$_____ shall be paid according to the following schedule:

SCHEDULE "B"

(page 2 of 2)

Date of payment		Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		

(Add rows as required)