

APPLICATION FOR PREPAID PRENEED FUNERAL SERVICES
BY AND BETWEEN

OK CREMATION & MORTUARY SERVICE, LLC

2415-C North Walnut Avenue

OKLAHOMA CITY, OK 7310 5

PHONE: 405-230-1310

800-913-1310

New Mailing Address:
P.O. Box 60668
OKC, OK 73146-0668

(Hereinafter Referred to as "Seller")

Name _____

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 contact.
- ◇ 2. A down payment of \$ _____ with balance payable _____ (monthly, quarterly, Semi-annual, annual) for _____ payments.

NOW THEREFORE, in consideration of the mutual covenant and agreements of the parties hereinafter express, 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 the 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 or 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. ss 6121 through 6135.
5. The provisions of this contract shall provide that the funds accumulated shall apply to the cost of the funeral services and merchandise selected and that any funds remaining unused shall be refunded to the purchaser or to his personal representative or designated beneficiary and if withdrawal of monies incurred in excess of the minimum amount payable pursuant to subsection D of this section less taxes and administrative fees. This type of contract shall also bear upon it the language: "Exact Funeral Merchandise and Services to be selected at Time of Death." Title 36 O.S. ss 6125 B.2
6. If an organization other than the organization with which the purchaser contracted provides funeral merchandise and services upon the death of the beneficiary of the contract, the organization with whom the purchaser contracted shall forward, upon receipt of request in writing from the purchaser or his personal representative, the net value of the contract to the organization which provided said merchandise and services or to the purchaser or his personal representative. The net value of the contract for purposes of this section shall be determined by adding the amount of all principal paid in pursuant to the provisions of the contract plus all interest payable pursuant to subsection D of this section less taxes and administrative fees. Title 36 O.S. ss 6125 C.
7. After thirty (30) days, a contract of either type authorized by the provisions of this section may become irrevocable and not subject to withdrawal prior to death of the beneficiary if the purchaser signs an election making said contract irrevocable. This election shall not become effective until thirty (30) days after signing the original contract. Title 36 O.S. ss 6125 G.

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

Basic Services for Funeral Director and Staff \$ _____
Embalming \$ _____
Other Preparation of the body \$ _____
ID Viewing \$ _____
Use of Viewing Area, Equipment and Staff for Visitation per day \$ _____
Staff service, equipment for funeral or memorial service away \$ _____
Staff service, equipment for graveside funeral service only \$ _____

TRANSPORTATION AND AUTOMOTIVE EQUIPMENT

Removal of deceased to funeral home \$ _____
Funeral Coach \$ _____
Family Limousine \$ _____

DIRECT BURIAL \$ _____

FORWARDING REMAINS TO ANOTHER FUNERAL HOME \$ _____

RECEIVING REMAINS FROM ANOTHER FUNERAL HOME \$ _____

DIRECT CREMATION \$ _____

CREMATION WITH PRIVATE VIEWING \$ _____

MERCHANDISE

Casket \$ _____
Outer Burial Container \$ _____
Cremation Urn \$ _____
Memorial Package \$ _____

WE CHARGED YOU FOR OUR SERVICES IN OBTAINING

_____ \$ _____
TOTAL CASH PAID \$ _____
REMAINING BALANCE \$ _____

REASONS FOR EMBALMING

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

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, are the expressed written warranties, if any, extended by the manufacturers thereof. The Funeral Home hereby expressly disclaims all warranties, express implied, relating to all such products, including, but not limited to, the implied warranties of 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, furnished goods, and incur outside charges specified on this statement.

_____ (initials) PURCHASER acknowledges that he/she 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 BUYER (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