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 local transportation is included, unless specifically mentioned.

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

WITNESS SELLER

______________________________________________

______________________________________________

WITNESS BUYER

______________________________________________

______________________________________________

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 if you do not select it if you do not select that arrangement. If we charge 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) $

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 ADT'L SVCS. & FACILITIES (B) $

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: __________________________$

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 authorize FUNERAL HOME to perform services, furnish goods, and incur outside charges specified on this statement.

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 state or federal taxes as may be applicable to the fund.

WITNESS

BUYER

WITNESS

SELLER

Rev. 7/2003
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 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 area 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.