

PREPAID CONTRACT – FUNDED BY TRUST

Contract No. _____

P.X. Dermody Funeral Home and Cremation Help
P.X. Dermody Funeral Home (1989) Limited (“the Provider”) Licence # 26
7 East Ave. S Hamilton, ON L8N 2T3 (905) 512-5799
info@cremationhelp.ca www.cremationhelp.com

Your name: _____
(“Purchaser”)
Address: _____
Address: _____
Telephone: _____
e-mail: _____

Deceased: _____
(“Recipient”)
Address: _____
Address: _____
Birth date: _____
Birth place: _____

Relationship to Recipient: _____

This contract is between the Purchaser and the Provider (“the parties”) concerning funeral services and supplies and is subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* (“the Act”).

SERVICES

Professional & Staff Services
Co-ordinating activities, rites, ceremonies _____
Documentation – permits, forms, etc. _____
Transport remains - initial (50 km) _____
Basic preparation of remains _____
Embalming of remains _____
Facilities for preparation/embalming/shelter _____
Staff services for visitation _____
Facilities for visitation _____
Staff services for ceremony _____
Facilities for ceremony _____
Transport remains to Crematorium _____
Vehicle Courier _____
Vehicle Clergy _____
Vehicle Hearse _____
Vehicle Limousine _____
Vehicle Flower Transport _____

SUPPLIES (manufacturer, model, description)

Casket: _____
Urn: _____
Outer burial container: _____

Other Services or Supplies

Additional mileage (_____ km) x \$ _____

Package Discount (if applicable)

Itemized Total (* services or supplies) _____
Savings on package _____
Package Price _____
Services and supplies not in package _____
Total _____
Discount _____
Total Services and Supplies (A) _____

DISBURSEMENTS (Estimate including applicable taxes)

Coroner’s fee _____
Clergy honorarium _____
Organist _____
Notice _____
Notice _____
Municipal fee for registration of death _____
Other: _____

Total Disbursements (Taxes included) **(C)** _____

Total Services and Supplies (A) _____

HST on Services and Supplies (B) _____

Total Disbursements (Taxes included) **(C)** _____

Total (A + B + C) _____

Amount Paid _____

Amount Owing _____

Cremation Fee: Cremation funds accepted will be sent directly to the Crematorium (Holy Cross) on behalf of the purchaser. The purchaser will receive two investment confirmations, one from the Funeral Home and the other from the Crematorium that add up to the total costs.

Payment terms: the Purchaser shall pay and the Provider acknowledges receipt of the Total amount above. The Purchaser agrees to make the payments, if any, in accordance with the terms of payment as set out in this contract.

Delivery time and location: The services or supplies contained in this contract will be delivered following the death of the recipient and at times and locations as agreed between the Provider and the recipient’s legal representative.

Investment: Within 35 days, the payment(s) to the Provider, less the permitted amount defined below, will be placed in an individual trust fund for the purchaser until the services and supplies are provided or this contract is cancelled and a

refund is issued in accordance with the terms of this contract.

Permitted amount: On or after the 31st day after the day on which this contract was made, the Provider may retain 10% of the contract price (or amount paid, whichever is lower) up to a total maximum of \$350. This amount need not be invested in trust and if retained, is a credit against any amount the operator may retain if this contract is cancelled.

Value of Trust Once per Year: Once in a year, if the purchaser requests, the Provider will provide information about the amount in trust and how it is invested. If the money is in an individual trust account, the purchaser will receive a statement that sets out: the current value of the account(s) as of the end of the month before the request, the name of the depository, and the name or type of investment in which the payment(s) have been placed.

Commissions and Benefits for Recommendations to Third Party: The Provider will receive consideration or benefit from the following third party suppliers for referrals or recommendations: Holy Cross Crematory up to \$50, or Evergreen Crematorium up to \$75, or Jean's Flower Shop up to 20%.

Service Fees: The provider may receive a service fee of 0-3% from Guaranteed Funeral Deposits or other financial institutions holding the funds or deposit.

Fulfilling this contract and Excess Funds – Trust: At the time the services and supplies are provided, the price of the supplies and services to be provided under this contract will be calculated based on the price list in effect at that time, and the actual disbursements, if included in this contract and prepaid, and applicable taxes will be added.

If this contract has been paid in full in accordance with the terms of payment, the payment required under this contract, plus the income earned, will be applied to the cost of the services, supplies, disbursements and applicable taxes. If the payment and income earned are less than the cost of the services, supplies, disbursements and any applicable taxes included in this contract, no further payment will be required. Increases to taxes or fees imposed by the Federal, Provincial or Municipal Governments now or in the future may be owing in addition to the payment and income earned. If the payment and income earned are more than the cost of the services, supplies, disbursements and applicable taxes, the excess amount will be paid to the person entitled under this contract to receive the payment.

Guarantee: If the payment and income earned are less than the cost of the services, supplies, disbursements and any applicable taxes included in this contract, no further payment will be required. Increases to taxes or fees imposed by the Federal, Provincial or Municipal Governments now or in the future may be owing.

If at the time of need, this contract has not been paid in full in accordance with the terms of payment required under this contract, and if the deposit and accumulated interest are less than the cost of services, supplies, disbursements and any applicable taxes, the balance will be payable within 30 days of the date of death according to the payment terms below.

If the payment and income earned are more than the cost of the services, supplies, disbursements and applicable taxes, the excess amount will be paid to the person entitled under this contract to receive the excess.

Substitution: The Provider will make reasonable efforts to obtain and provide the services and supplies agreed to in this contract. If the Provider and the person entitled to cancel this contract agree, the Provider may substitute a supply or service, which will be of comparable quality and value, and similar in style, design and construction to, the supply or service that is unavailable. The substitution will be made at no increase in price. If the Provider is unable to obtain and provide a service or supply, the Provider will provide a refund of the sum of the initial amount paid for the supply or service. The Provider will inform the person entitled under this contract who cancelled this contract, of the refund. This contract may be cancelled in accordance with the terms of cancellation.

Cancellation of Services/Merchandise If the purchaser cancels any item prepaid on this contract the Funeral Home reserves the right to cancel the contract and refund all monies paid including interest less any applicable cancellation fee.

Cancellation Rights: The purchaser, or someone designated in this contract by the purchaser, may cancel this contract by providing notice of the cancellation in writing to the Provider. A partial or full refund of money paid, if any, may be available based on the terms of this contract and the law. Any refund owed will be issued within 30 days.

If this contract meets all of the requirements of the Act and is cancelled within 30 days of this contract date and before any services or supplies have been provided, the Provider will refund all amounts paid under this contract in accordance with the Act.

If this contract meets all of the requirements of the Act and is cancelled after 30 days of this contract date and before any services or supplies have been provided, the Provider will refund the amount paid under this contract plus any income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required, but the Provider may retain an additional 10% of the amount paid to a maximum of \$350.

If this contract meets all of the requirements of the Act and is cancelled after some of the services or supplies have been provided as directed under the terms of this contract, the maximum refund required will be the amount paid under this contract plus any income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required, and in some circumstances permitted by the Act the Provider may retain the value of the services and supplies that have been delivered.

If this contract fails to meet the requirements of ss.40(1) of the Act, the maximum refund required will be the amount paid under this contract plus income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required. In some circumstances permitted by the Act, the Provider may retain the value of the services or supplies that have been delivered.

The following individuals may cancel this contract and receive the refund before the services are delivered.

1. Before the death of the recipient, the purchaser or a person designated in this contract by the purchaser may cancel this contract at any time and receive the refund.
2. Before the death of the recipient, but after the death of the purchaser, the recipient or the recipient's personal representative or a person designated in this contract by the purchaser may cancel this contract at any time, and the recipient is entitled to receive the refund.
3. After the death of the recipient, the recipient's personal representative or a person designated in this contract by the purchaser may cancel this contract at any time prior to it being fully performed, and the recipient is entitled to receive the refund.

Warranties: The Provider warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties granted in connection with the supplies provided as part of this contract are the express written warranties, if any, extended by the manufacturer of such supplies, and as required by Ontario consumer protection legislation.

The parties have agreed that:

1. This contract is to be drafted only in the English language.
2. The law of the Province of Ontario and the jurisdiction of its courts shall apply to this contract.
3. The parties wish to execute and conclude this contract under the provisions of the Electronic Commerce Act(Ontario)

Purchaser’s Declarations and Acknowledgements:

Initial

_____ **Legal authority:** The purchaser declares that he/she is legally authorized to make, or charged with the responsibility for, the arrangements contained in this contract.

_____ **Consumer Information Guide and business price list:** The purchaser acknowledges having received copies of the business price list and the Consumer Information Guide prepared by the BOFS and the Ontario Government.

_____ **Embalming:** The purchaser authorizes the body to be embalmed.

_____ **Disbursements/Third party supplier(s):** The purchaser acknowledges and agrees that the Provider will be acting on behalf of, and only as agent for, the purchaser in obtaining the disbursements from a third party supplier. The purchaser acknowledges that unless other arrangements are made with the Provider, the purchaser will be liable to pay the supplier directly for the supplies or services and agrees to save the Provider harmless from any claims by the third party supplier for payment.

_____ **Possession of Cremated Remains and Refundable Deposit:** By initialing, the purchaser authorizes the Provider to take possession of the cremated remains of the recipient if the purchaser agrees to pay a refundable deposit of \$350 to the Provider. The Provider will retain the cremated remains for one year from the date of cremation. If the cremated remains are not claimed within one year, the Provider may inter the cremated remains in a cemetery, including in a common lot for which the cemetery is the interment rights holder, and the Provider may retain the deposit referred to in this section. If the cremated remains are claimed before they are interred, the operator will refund any deposit paid.

Initial

P.X. Dermody Funeral Home (1989) Limited is owned and controlled by **William P. Dermody**.

Licensee (name and licence #) _____ Date
For P.X. Dermody Funeral Home (1989) Limited

Purchaser (print & sign) _____ Date

Negotiated by (name and #) if different from above _____ Date
For _____

Purchaser (print & sign) _____ Date

_____ **Contract:** The purchaser acknowledges having received a copy of this contract.

Initial