

Contract No. _____

Purchaser: _____

Provider: _____

Contract Beneficiary/Insured: _____

Seller: **LIFETIME SERVICES, INC. PERMIT NO. 914-10**

Statement of Funeral Goods and Services Selected

(A) GUARANTEED SERVICES & MERCHANDISE:

The Total Contract Price below includes the goods and services to be delivered at the time of the Contract Beneficiary's death. You are not purchasing goods and services where price is left blank. You can purchase the goods and services left blank at the time of the funeral service. Certain purchases can be required by law or by a cemetery or crematory. This contract allows You to pay in advance and **freeze the costs of the Guaranteed Services and Merchandise selected below.**

Disposition: Burial Cremation Other

BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF, AND OVERHEAD

EMBALMING Services (explanation below).....\$ _____

OTHER PREPARATION OF THE BODY:

Bathing body\$ _____
 Beautician\$ _____
 Cosmetic.....\$ _____
 Dressing/Casketing\$ _____
 Refrigeration fee (# days _____).....\$ _____
 Other:.....\$ _____

USE OF FACILITIES AND STAFF:

Rosary or prayer service.....\$ _____
 Viewing/Visitation (# days _____).....\$ _____

Funeral ceremony at funeral home.....\$ _____
 Funeral ceremony at other facility.....\$ _____
 Memorial service at funeral home.....\$ _____
 Memorial service at other facility.....\$ _____
 Equipment and staff for graveside service.....\$ _____
 Other:.....\$ _____

TRANSPORTATION SERVICES:

Transfer of remains to funeral home
 (_____ mile radius).....\$ _____
 Hearse (funeral coach).....\$ _____
 Funeral Sedan.....\$ _____
 Limousine..... Qty _____\$ _____
 Pallbearer car.....\$ _____
 Clergy car.....\$ _____
 Flower car.....\$ _____
 Other:.....\$ _____

OTHER SERVICES:

Forwarding of remains to another funeral home
 (describe).....\$ _____
 Receiving remains from another funeral home
 (describe).....\$ _____

IMMEDIATE BURIAL (Basic Charge).....\$ _____

DIRECT CREMATION (Basic Charge).....\$ _____

GOODS:

Casket.....\$ _____

Wood Type: _____
 Steel: 18 ga 20 ga 22 ga ___ ga Stainless
 Bronze: 32 oz 48 oz Copper: 32 oz 48 oz
 Other: _____
 Seal Nonseal Gasketed Non-gasketed N/A
 Interior Lining: Crepe Velvet Satin Other_____

Outer burial container (explanation below)...\$ _____

Liner Vault Box Other (describe): _____
 Concrete Wood Type: _____
 Steel: 7 ga 10 ga 12 ga 14 ga Stainless
 Bronze_____ oz. Copper_____ oz.
 Other: _____
 Seal Nonseal N/A

Alternative Container: (material)_____ \$ _____

Urn: (material)_____ \$ _____

Shipping Container: (material)_____ \$ _____

Stationery/Cards: (describe)_____ \$ _____

_____ (# _____) \$ _____

Memorial Book:_____ (# _____) \$ _____

Acknowledgement cards: (describe)_____ \$ _____

_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

Other:_____ (# _____) \$ _____

(A) TOTAL COST OF GUARANTEED ITEMS: \$ _____

No refund or credit will be issued for package sale goods or services which remain unused by the customer at the time of need.

Explanation of Certain Charges:

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.

Reason for Embalming: (describe): _____

Reason for Outer Burial Container or Other: (describe): _____

(B) NON-GUARANTEED CASH ADVANCE ITEMS:

The items and amounts listed below are specified as Non-Guaranteed. You understand that these amounts are ESTIMATES only and are not frozen in cost. This section allows You to set aside funds for non-guaranteed items. At the time of death, these funds may be used for any cash advance items. You are not prefunding any items below where the price is left blank.

Initial here to confirm You have read this:

We charge You for our services in obtaining the items with the boxes marked:

- Cemetery Opening/Closing .. \$ _____
- Clergy Honorarium/Fees \$ _____
- Musicians and Singers \$ _____
- Obituary Notices \$ _____
- Death Certificates \$ _____
- Outside Facility Rental \$ _____
- Crematory Fees \$ _____
- Police Escort \$ _____
- Transportation \$ _____
- Flowers \$ _____
- Cemetery Set-up \$ _____
- Other _____ \$ _____
- Other _____ \$ _____
- Other _____ \$ _____
- Other _____ \$ _____
- Other _____ \$ _____

(B) TOTAL CASH ADVANCE ITEMS: \$ _____

Subtotal (A + B): \$ _____
(Less): Discounts/Adjustments \$ _____

TOTAL CONTRACT PRICE \$ _____

Payment Terms

An Insurance Policy funds this contract. The Contract Beneficiary must apply for insurance coverage. Your payment made today is the first Premium for the Insurance Policy. The Insurance Company will either issue your Insurance Policy or deny insurance coverage within 30 days, after You sign this contract. If coverage is denied, You will receive a 100% refund from the Insurance Company. Your Premium payment information is disclosed on the Application for Insurance that is completed along with this Contract and signed by You.

Initial here to confirm You have read this:

The Premiums You pay on the Insurance Policy(s) may not equal the Total Contract Price. You could pay more or less, depending on several factors (for example: your age, health and type of Insurance Policy purchased). Based on the anticipated premium indicated on the insurance application(s), the maximum amount of Premiums You could pay over the term of the Insurance Policy(s) for this contract is \$ _____.

Initial here to confirm You have read this:

Contract / Policy Cancellation or Assignment

If You cancel the Insurance Policy during the "free look" period, You will receive a 100% refund. Refer to the Insurance Policy for the length of the free look period.

If you cancel the Insurance Policy after the "free look" period has expired, the surrender value will be paid in accordance with the Insurance Policy's provisions and may be significantly less than the Premiums that You have paid.

Initial here to confirm You have read this:

Your contract price guarantees are voided, IF: (1) You cancel the Insurance Policy; (2) You have an outstanding loan against the Insurance Policy; (3) the Insurance Policy pays a death benefit that is less than the full face amount; or (4) Your contract is funded by an Annuity and the Annuity matures and any Maturity benefits are paid prior to the death of the Annuitant/Contract Beneficiary.

If You wish to cancel this contract, the request must be made in writing on forms prescribed by the Banking Department. **If You cancel this contract, it does not automatically cancel your Insurance Policy.** The Insurance Policy remains in effect. But, if You cancel both this contract and the Insurance Policy by written notice, You will receive your cash surrender value, if any.

If We request that You cancel this contract, You will receive a full refund.

You may choose to give up your right to cancel this contract. You do this by signing a separate Waiver of Right to Cancel. If you sign a separate Waiver of Right to Cancel, You will not be able to cancel your contract or receive a refund.

You can choose to irrevocably assign your rights under the Insurance Policy, including Your right to cancel the Insurance Policy. You do this by signing a separate form provided by the Insurance Company.

Contract Definitions

Contract Beneficiary - The person for whom this contract is purchased.

Responsible Person - The person who is legally responsible for the disposition of the Contract Beneficiary's remains. (Section 711.002 of the Texas Health and Safety Code defines who has the right to control the disposition of the remains.)

Provider - The person that signs this contract and agrees to deliver the funeral goods and services selected. The Seller and Provider may be the same company. (Section 154.161 of the Texas Finance Code defines the responsibilities of the Provider.)

Purchaser ("You") - The person who is contracting to buy the funeral goods and services and is the owner of the Insurance Policy. If You are also the Contract Beneficiary, then after your death "You" means the Responsible Person.

Seller ("We" or "Us") - The company that holds a Texas permit to sell prepaid funeral benefit contracts and signs this contract.

Insurance Company - The insurance company that will issue the Insurance Policy to fund this contract. The Texas Department of Insurance (TDI) has licensed this company to sell insurance policies in Texas.

Premiums - Payments You make on the Insurance Policy issued to fund this contract.

Insurance Policy - An annuity contract or insurance policy or certificate covering the life of the Contract Beneficiary funded by the Premiums. TDI has approved the insurance policy issued to fund this contract.

General Provisions

Guaranteed Services and Merchandise (A): As long as You follow the terms and conditions of this contract and related Insurance Policy, and after the death of the Contract Beneficiary, the Provider must deliver all items selected on page 1 of the contract at no additional cost to You. The Provider will receive and apply the proportionate Insurance Policy proceeds to deliver these items. The Provider is not required to refund You any of the proportionate part of the Insurance Policy proceeds in excess of the current purchase price to deliver these items.

Non-Guaranteed Cash Advance Items (B): The prices for these items are estimates only and final costs will be based on the existing prices at the time the items are delivered by the Provider. After the death of the Contract Beneficiary, the Provider pays for these items on Your behalf to third parties. The Provider shall apply the proportionate part of the Insurance Policy proceeds for these items to the current purchase price for these items. The Provider may collect more money from You if the proportionate part of the Insurance Policy proceeds **is less** than the current purchase price to deliver these items. The Provider shall refund You or Your estate if the proportionate part of the Insurance Policy proceeds **is greater** than the current purchase price to deliver these items.

The Responsible Person may add, surrender, cancel, or modify **any** non-guaranteed cash advance item included under this contract at the time of the funeral. If there is a credit value, it may be:

- (1) refunded to You or Your estate; or,
- (2) used to pay for additional funeral merchandise or services.

Taxes: You or your estate may incur a tax liability for the Insurance Policy benefits if they are paid directly to You.

No Warranty: The Seller and Provider make no express or implied warranties of merchantability or fitness for particular purpose for goods purchased under this contract. The only warranties are those expressed or written by the manufacturer. Specific brand name goods will be delivered only where so noted. Further, no representation is made that the specific items selected for the Cash Advance Items will be available at the time of death.

Change of Address: All parties must notify each other in writing of any address change.

Entire Agreement: This contract constitutes the entire agreement among the parties. This contract binds the parties or any other successor who assumes their rights and obligations under this contract.

Successor Provider: You may choose a different Provider to perform the Contract Beneficiary funeral service but may lose your guaranteed pricing. You, the new Provider and We must agree in writing to follow the original terms and conditions of this contract. The original Provider will be released from all contract responsibility.

Cancellation: You cannot make a partial cancellation of this contract. This means You cannot change the funeral goods and services selected during the duration of this contract, unless a new contract is executed. You may change other contract terms only by written agreement signed by all parties.

Refer to your Insurance Policy for complete details of the policy provisions.

Inquiries should be directed as below. All complaints must be in writing.

**Concerning
the Prepaid Contract:**
Texas Department of Banking
2601 N. Lamar
Austin, TX 78705
1-877-276-5554 (toll free)
www.dob.texas.gov

**Concerning
the Funeral Service or Funeral Director:**
Texas Funeral Service Commission
1801 Congress Avenue, Suite 11.800
Austin, TX 78701
1-888-667-4881 (toll free)
www.tfsc.texas.gov

**Concerning
the Insurance Policy:**
Texas Department of Insurance
P.O. Box 12030
Austin, TX 78711-2030
1-800-252-3439 (toll free)
www.tdi.texas.gov

Contract / Policy Default

If You are more than 30 days past due on a Premium, this contract may be void. We and the Provider may not be required to deliver the funeral goods and services selected.

At the death of the Contract Beneficiary, the Provider **MUST** deliver the Guaranteed Services and Merchandise selected on page 1 of this contract ***with no additional cost to You***, IF:

- Your contract is funded by a **full benefit** Insurance Policy OR a **limited benefit** Insurance Policy whose limited death benefit period has expired, and:
 - (1) Your premium payments are current;
 - (2) You repay any outstanding Insurance Policy loans; and
 - (3) You have complied with the Insurance Policy provisions.
- Your contract is funded by an **annuity** Insurance Policy OR a **limited benefit** Insurance Policy and the limited death benefit period has NOT expired, **AND**:
 - (1) Your Premium payments are current;
 - (2) You repay any outstanding Insurance Policy loans;
 - (3) You have complied with the Insurance Policy provisions; and,
 - (4) You pay the remaining balance due on the Insurance Policy funding this contract before the funeral service, or, the Provider agrees to another payment arrangement.

At the death of the Contract Beneficiary, the Provider **IS NOT** required to deliver the Guaranteed Services and Merchandise selected on page 1 of this contract, IF:

- Your contract is funded by an **annuity** Insurance Policy OR a **limited benefit** Insurance Policy whose limited death benefit period has NOT expired and You do NOT agree to pay the remaining balance due on the Insurance Policy funding this contract.

If the Provider goes out of business before the death of the Contract Beneficiary or is otherwise unable to honor the contract terms; then,

- (1) You and the Seller may agree to use a Successor Provider who will honor the contract terms; or,
- (2) You can cancel the contract and funding Insurance Policy, and receive the cash surrender value; or,
- (3) You can make a claim to the Prepaid Insurance-Funded Guaranty Fund. This Fund guarantees contract performance; or,
- (4) At death, the Insurance Company will pay the death benefit to the Insurance policy beneficiary or assignee. The Prepaid Insurance-Funded Guaranty Fund covers this contract.

Changes to Disposition at the Time of Death

If You are the Purchaser and the Contract Beneficiary, You are the only person who can change the method of Your disposition selected in this contract. A disposition change can only be made by You signing a written document with new instructions **AFTER** the date of this contract.

If You are the Purchaser but NOT the Contract Beneficiary, You can change the method of disposition unless the Contract Beneficiary has signed written instructions regarding his/her disposition.

Changes to the Guaranteed Services and Merchandise at the Time of Death

Related to contracts not fully funded: If payments are due at the time of death, this contract **is not** fully funded and the final funeral service could be different from the funeral You planned.

Related to fully funded contracts: If no further payments are due at the time of death on the Guaranteed Services and Merchandise, this contract is fully funded. However, the Responsible Person may decide to change Your selections up to 10% of the Guaranteed Services and Merchandise. The Provider must give a credit if the changes result in decreased costs, but is not required to refund any money.

In addition, the Responsible Person and the Provider can agree to changes in excess of 10% of the Guaranteed Services and Merchandise selected. If the Responsible Person and the Provider agree to make changes in excess of 10%, the Provider must give credit for any changes that decrease costs and if applicable, issue a refund to Your estate. The Responsible Person must pay the Provider for any changes that result in increased costs.

You can prevent all changes to the Guaranteed Services and Merchandise that You have selected under a fully funded contract by signing the box below:

I am the Purchaser and the Contract Beneficiary. I **do not** want the Responsible Person to make any changes to the **Guaranteed Services and Merchandise** selected on page 1 of my fully funded contract.
Sign here to confirm this is your choice: _____

Required Signatures and Notices

Do not sign this contract before You have: (1) read it, (2) had an opportunity to ask questions and review the preneed informational website at www.prepaidfunerals.texas.gov, (3) received a copy of the Provider's General Price List, (4) received a copy of the Seller's Information Preneed Brochure (for contracts sold after June 1, 2010), and (5) been offered the Provider's Casket Price List and Outer Burial Container Price List before discussing or being shown these goods. You are to receive a copy of this signed contract. Keep this contract to protect your legal rights.

If You sign this contract at a place **other than** the Seller/Provider's place of business, You may cancel this contract at any time prior to midnight of the third business day after the date of this contract. See the Notice of Cancellation form provided to You for an explanation of this right. You do not have this right if the contract is signed at the Seller/Provider's place of business.

You certify by signing this Contract that the Social Security Number listed below is the correct number issued to You. You also certify that You are not subject to any backup withholding or any other order that requires special reporting to the IRS. You will receive a copy of this contract and the Seller/Provider will retain the original contract. If a Seller's Representative signature is required, You will receive a copy of the dual signature contract within 30 days of final acceptance and execution.

If you request a copy of the Insurance Policy funding this contract in writing, the Seller must send it to You.

Date Signed (MM/DD/YY): _____ At: Provider's Location Other Location: _____

Purchaser's Signature

Provider's Signature

Purchaser's Printed Name

Provider's Printed Name

Purchaser's Social Security Number

Provider's Funeral Home Name

Purchaser's Complete Mailing Address

Provider's Complete Mailing Address

Purchaser's City, State, Zip

Provider's City, State, Zip

Purchaser's Phone Number

Provider's Phone Number

Contract Beneficiary's Printed Name

Agent's Signature and Date

Contract Beneficiary's Date of Birth

Agent's Printed Name and **Agent's** Number

Contract Beneficiary's Complete Mailing Address

Seller: LIFETIME SERVICES, INC
P.O. BOX 341899
AUSTIN, TEXAS 78734
PHONE: (512) 263-6977 FAX (512) 263-6981

Contract Beneficiary's City, State, Zip

Contract Beneficiary's Phone Number

Date and Signature of Seller's Representative (if required)