



FUNERAL HOMES, INC.

THE ALDERSON-FORD FUNERAL HOMES, INC.

615 S. Main Street, Cheshire, CT 06410

496 Chase Avenue, Waterbury, CT 06704

82 Fairview Avenue, Naugatuck, CT 06770

www.fordfh.com

203-272-7209

203-753-5112

203-729-2253



FUNERAL HOME

Irrevocable Pre-Need Funeral Service Contract

(in accordance with CGS Sec. 42-207, such contract shall not exceed \$10,000.00)

THIS IRREVOCABLE PRE-NEED FUNERAL SERVICE CONTRACT is entered into this _____, day of _____ by and between Alderson-Ford Funeral Homes, Inc. ("Seller") of
☐ Cheshire, 615 S. Main Street, Cheshire, CT 06410 203-272-7209
☐ (DBA) Buckmiller Ford Mengacci Funeral Home, 82 Fairview Ave., Naugatuck, CT 06770 203-729-2253
☐ Waterbury, 496 Chase Avenue, Waterbury, CT 06704 203-753-5112
 and _____ ("Purchaser"). The person for whom the goods or services are to be provided is _____ ("Contract Beneficiary").
 The Purchaser's relationship to the Contract Beneficiary is _____.

RECITALS:

1. Seller is engaged in the business of operating a funeral home establishment.
2. Purchaser wishes to purchase and pay for certain goods relating to the final disposition of (a) their body upon their death, or (b) for the disposition of a body upon the death of their spouse, parent(s), child(ren) or sibling(s).

AGREEMENTS:

1. Purchaser:

- a.) The name of the Purchaser is _____
- b.) The address of the Purchaser is _____
- c.) The Purchaser's social security number is _____
- d.) The Purchaser's telephone number is _____
- e.) The Purchaser's email address is _____

2. Funeral Director for Funeral Establishment:

Signing on behalf of the Seller is _____, CT funeral director license # _____.

The funeral home establishment providing the goods and/or services is Alderson-Ford Funeral Homes, Inc. of:

- ☐ Cheshire, 615 S. Main Street, Cheshire, CT 06410 203-272-7209
- ☐ (DBA) Buckmiller Ford Mengacci Funeral Home, 82 Fairview Ave., Naugatuck, CT 06770 203-729-2253
- ☐ Waterbury, 496 Chase Avenue, Waterbury, CT 06704 203-753-5112

3. Purchase of Merchandise and Services: Simultaneously with the execution of this Agreement, Purchaser is paying the amount of \$_____ (the "Contract Sales Price") in one single payment to Seller as a credit towards the purchase of the following items (check appropriate boxes and indicate amount(s)) or as shown on the attached statement of goods and services. Any subsequent payments received by Seller from Purchaser shall be added to the Escrow Account, up to the maximum permitted by Connecticut law:

- | | |
|--|------------|
| ☐ Total of Funeral Home Services | \$ _____ |
| ☐ Total of Funeral Merchandise | \$ _____ |
| ☐ Total of Non-Guaranteed Cash Advance Items | \$ _____ |
| ☐ Total Unselected to be determined at a later date | \$ _____ |
| Less Direct Cremation Package Discount if applicable | (\$ _____) |

Total of Irrevocable Funeral Service Contract \$ _____



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4. Contract Beneficiary: The contract sales price will be used for the disposition of the remains of the Contract Beneficiary.

a.) The name of the Contract Beneficiary is _____

b.) The address of the Contract Beneficiary is _____

c.) The Contract Beneficiary's social security number is _____

d.) The Contract Beneficiary's date of birth is _____

e.) The Contract Beneficiary's telephone number is _____

f.) The Contract Beneficiary's email address is _____

5. Escrow of Funds: Following the execution of this Agreement by Purchaser and Seller, Seller will deposit the Contract Sales Price with an escrow agent ("Escrow Agent"). The Escrow Agent for this contract will be

() Access Financial Group, Inc., I.T.S., 118 N. Clinton St., Chicago, IL 60661 1-800-487-8220

() Cooperative Funeral Fund, Inc., 74 Boston Post Rd., Madison, CT 06443 1-800-336-1102

() Global Atlantic Financial Group, One Forethought Ctr., Batesville, IN 47006 1-800-331-8853

() Homesteaders Life Company, P.O. Box 1756, Des Moines, IA 50306 1-800-436-6110

() NGL, 123 Town Square Place, PMB 749, Jersey City, NJ 07310 1-800-988-0826

The funds held by the Escrow Agent shall be invested by the Escrow Agent in accordance with and subject to the limitations imposed by Connecticut General Statutes Section 42-202(c). Amounts held in the Escrow Account may only be invested in one or more of the following: (a) deposit accounts insured by the Federal Deposit Insurance Corporation; (b) accounts insured against loss of principal by an agency or instrumentality of the United States government; (c) bonds in which savings bank in Connecticut may, by law, invest; (d) bonds of the United States or any agency thereof or of Connecticut or any Connecticut municipality; (e) insurance contracts with an insurance company licensed by the State of Connecticut to offer such contracts and maintaining not less than a B plus rating for financial security by A. M. Best; or (f) any other deposit account, or security of a quality, safety and expense comparable to those set forth above. All interest, dividends and other income earned on the amounts deposited in the Escrow Account shall be retained in the escrow account and credited, less any administrative expenses, for the account of the Contract Beneficiary. The Escrow Agent will charge an administrative fee for its services as escrow agent, and a small fee for filing a tax report.

THE PURCHASER SHOULD RECEIVE A NOTICE FROM THE ESCROW AGENT ACKNOWLEDGING ITS RECEIPT OF THE INITIAL DEPOSIT MADE UNDER THIS CONTRACT NOT LATER THAN TWENTY-FIVE DAYS (25) AFTER RECEIPT OF SUCH DEPOSIT BY THE FUNERAL DIRECTOR.

6. Price Adjustments: Seller agrees to provide the merchandise and services specified in Section 3 above, upon request from the Purchaser or the Contract Beneficiary's personal representative for the Contract Sales Price. However, the cost of the funeral service shall be determined at the date of death of the Contract Beneficiary. In the event the escrow account with its accumulation is in excess of the amount required to fulfill the value of the funeral service contract provided for herein, any excess may be paid to Purchaser, the estate of the Contract Beneficiary, or may offset any additional expenses that may be incurred. If, at the actual time when Purchaser or Contract Beneficiary's personal representative requests Seller to provide the burial plot items specified in Section 3 above, Seller's customary sales price for such item(s) has increased (as set forth on Seller's price list maintained in accordance with Federal Trade Commission Funeral Service Regulations), then the Contract Sales Price shall be adjusted accordingly, and Purchaser or the Contract Beneficiary's personal representative shall be responsible for any deficiency.



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THIS CONTRACT CONTAINS NO PRICE GUARANTEES UNLESS OTHERWISE SPECIFICALLY SET FORTH IN WRITING.

Purchaser or the Contract Beneficiary's personal representative shall also be responsible for any price increase imposed by a third party for services such as, but not limited to, clergy honorarium, crematory fee, medical examiner fee, death certificates, arrangements for opening and closing of gravesite, endowment or perpetual care for gravesite arrangements, cost of burial plot, gravesite or mausoleum, headstones, markers, plaques, or inscriptions (a "cash advance item"), and any increase for any sales tax due to the State of Connecticut. In the event that the price of a cash advance item increases or additional sales tax is due, Purchaser or the Contract Beneficiary's personal representative may be responsible for the actual cost of the cash advance item and the amount of sales tax due, depending on the balance in the Escrow Account. In the event that additional services and/or merchandise are selected at the time of need, the retail price in effect at that time shall be charged. The additional expense shall be paid by the Purchaser or legal representative of the Contract Beneficiary.

(Signature of Funeral Director Required for Guarantee)

This contract contains a guarantee for the Funeral Home's Services and/or Merchandise selected on the Statement of Goods and Services (that were paid in full, in a single lump sum, on the date of this agreement). There is no guarantee on the price of the goods and/or services contained in this contract. Cash Advance Items, which are charges from third parties, are not guaranteed.

7. Irrevocable Contract: This is an irrevocable contract and it may not be cancelled by the Purchaser or by Purchaser's personal representative unless otherwise provided by law. The amount held in escrow by the Escrow Agent may be disbursed only upon the death of the Contract Beneficiary. The Contract Beneficiary or the personal representative of the Contract Beneficiary has the right to transfer this Contract from this funeral service establishment to another funeral service establishment upon the request of the Contract Beneficiary.

8. Additional Terms and Conditions: Purchaser agrees that the terms and conditions contained on the page entitled "Additional Terms and Conditions" attached hereto shall constitute a part of this Agreement and are incorporated herein by this reference.

9. Information Provided to Purchaser: Purchaser acknowledges that he/she has received a completely filled-in copy of this Agreement, and that he/she has also received or reviewed the Seller's Price List which is maintained and made available to consumers in accordance with the Federal Trade Commission's Funeral Service regulations.

Dated at _____, Connecticut this _____ day of _____

**FUNERAL DIRECTOR ON BEHALF OF
ALDERSON-FORD FUNERAL HOMES, INC.:**
____ (DBA) Buckmiller Ford Mengacci Funeral Home

PURCHASER:
Signing as _____
on behalf of the Contract Beneficiary.

License # _____

Notice of In-Home Sales Cancellation:

If this Agreement is signed at the home of the Purchaser or at some other place other than the Seller's place of business, then the Purchaser is entitled to the following rights under Connecticut law: You, the Purchaser (Buyer), may cancel this transaction at any time prior to **MIDNIGHT OF THE THIRD BUSINESS DAY** after the date of this transaction. See the attached notice of cancellation form, if applicable, for an explanation of this right.



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IRREVOCABLE PRENEED FUNERAL SERVICE CONTRACT ADDITIONAL TERMS AND CONDITIONS

1. **Contents of Irrevocable Funeral Service Contract.** This Irrevocable Funeral Service Contract consists of the following: (a) a statement of merchandise and services selected, (b) a statement of additional terms and conditions, and (c) a certificate of ownership, or a life insurance policy to be mailed to Purchaser by Escrow Agent.
2. **Establishment of Escrow Account.** Seller will deposit in escrow with a qualified escrow agent, 100% of each payment received under this Contract. All interest, dividends and other income earned on the amounts deposited in the Escrow Account (less any administrative expenses) shall become a part of the account. The Escrow Agent shall be entitled to charge an administrative fee for acting as Escrow Agent. This fee will be deducted from the Escrow Account balance. Seller shall provide the Escrow Agent with the name and address of Purchaser and the name and address of the Contract Beneficiary, a copy of this Contract, including a statement of merchandise and services selected.
3. **Annual Statement of Account/Release of Information.** Each party to this contract, if funded with Escrow Agent: Access Financial Group, Inc., I.T.S., or Cooperative Funeral Fund, shall receive an annual report from the Escrow Agent containing information relating to the balance in the Escrow Account. Such statement shall include the name and address of the Escrow Agent, net interest values, applicable taxes and fees. A request to receive an insurance-funded policy report from Escrow Agent: Global Atlantic Financial Group, Homesteaders Life Company, or NGL, must be made by Purchaser directly to Escrow Agent or Seller each year, if such a policy report is desired. Seller reserves the right to provide contract information, contract sales price, subsequent payments, current values, and any statement of goods and services, if any, in response to an inquiry to Seller from a third party, such as, but not limited to, the Department of Social Services, in relationship to Medicaid purposes, such as eligibility, or redetermination, for the Contract Beneficiary.
4. **Purchaser's Default.** If prior to final payment of this contract, Purchaser defaults in making any payment required herein, or if the Purchaser or the Contract Beneficiary's personal representative fails to have the funeral service establishment provide the merchandise and services contracted for in this Agreement, Seller may retain any origination fee and any costs reasonably incurred in performance of this Contract, provided the amount retained shall not exceed five percent (5%) of the amount held by the Escrow Agent. After deducting such charges, the balance of any amounts remaining in the Escrow Account shall be transferred with this Contract to another funeral home at Purchaser's written request.
5. **Release of Escrow Account/Disposition of Unused Funds.** The Escrow Agent shall pay the funds in the Escrow Account to Seller upon submission to Escrow Agent of a statement indicating that the services, personal property and merchandise contained herein has been fully performed or delivered. **Upon the death of the beneficiary, the state of Connecticut shall receive any amounts remaining after performance of the contract, up to (1) the total amount of medical assistance paid by the state of Connecticut on behalf of the beneficiary that is recoverable under 42 USC 1396p, and (2) the total amount of all other forms of public assistance paid by the state of Connecticut on behalf of the beneficiary or his or her dependent child. A check for the excess funds should be made payable to the Department of Social Services and mailed to the Department of Social Services no later than sixty (60) days following completion of services to the following address: Department of Social Services, 55 Farmington Avenue, 4th Floor, Attn: Resources & Recoveries Unit, Hartford, Connecticut 06105-3730.**
6. **Failure to Perform by Seller.** If for any reason the Seller fails to meet the obligations imposed herein promptly after a request to do so by an authorized person, the family, next of kin or legal representative of the Contract Beneficiary, having provided for such services or merchandise on behalf of such Contract Beneficiary, may receive from the Escrow Agent the amount of money in the Escrow Account.



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IRREVOCABLE PRENEED FUNERAL SERVICE CONTRACT

ADDITIONAL TERMS AND CONDITIONS

(Continued)

7. **Purchaser May Not Cancel Contract/ Right to Transfer Contract.** This is an irrevocable contract and neither the Purchaser, the Contract Beneficiary, nor their personal representative may cancel this Contract unless otherwise provided by law. The Purchaser, (or in some cases, the Contract Beneficiary or the personal representative of the Contract Beneficiary), has the right to transfer this Contract from this funeral service establishment to another funeral service establishment, upon written request to Seller. If this Contract is transferred, the Seller has the right to receive from the Escrow Agent any origination fee and any costs reasonably incurred by Seller in the performance of this Contract (not to exceed five percent (5%) of the amount in the Escrow Account). Guarantees for services and/or merchandise, if any, are only made by the originating funeral establishment/Seller, and there are no guarantees with the funeral firm that the contract is transferred to unless agreed to by such funeral establishment.
8. **Substitution of Merchandise.** In the event that the exact merchandise set forth in this Contract is unavailable at the time of need and delivery, it is agreed that Seller will have the right to substitute merchandise similar in style and of equal or better quality of material and workmanship as the merchandise set forth in this Contract.
9. **Purchaser's Right to Change.** Seller agrees that if different services or merchandise are desired at the time of need than those specified herein, Purchaser, next of kin, heirs, or personal representative may direct Seller to apply the proceeds of the Escrow Account toward the purchase of the desired services and merchandise.
10. **Additional Services or Merchandise.** In the event that additional services and/or merchandise are desired at the time of need, the retail price in effect at that time shall be charged for those items. The additional expense shall be paid by Purchaser, next of kin, or personal representative of the deceased.
11. **Items Not Provided at Time of Need.** Credit will be given by Seller for services and/or merchandise which is not provided at the time of need, at the retail price stipulated in this contract.
12. **Seller's Right to Subcontract.** It is agreed that if Seller is unable to perform at the time and need of delivery because of unforeseen circumstances, Seller shall have the right to hire another funeral service provider to provide the services and merchandise set forth in this contract.
13. **Change of Address.** Purchaser shall notify Seller and Escrow Agent of any change of address of the Purchaser and/or the Contract Beneficiary.
14. **Assignment of Contract.** Seller shall have the right to assign this contract to any successor to Seller's business. In the event of any assignment by Seller, Seller shall provide written notice to Purchaser and to Contract Beneficiary. Following any assignment of this Contract, Seller shall not be responsible under this Agreement.
15. **Cash Advance Charges.** If the Purchaser has contracted for any services or item(s) to be provided by a third party, this paragraph shall apply. The amount paid as a cash advance shall be deposited into the Escrow Account. At the time of performance, if the amount on deposit in the Escrow Account, allocable to the cash advanced items, including interest earned or accrued, is less than the current amount then required for a cash advance item, Purchaser agrees that Seller will have the right to charge for the additional amount in addition to the proceeds of the Escrow Account.
16. **Refund on Impossibility of Performance.** A refund of all monies paid on this contract plus all income earned or accrued (less any administrative charges incurred) or cash surrender value of life insurance policy or annuity shall be paid to Purchaser or to Purchaser's legal representative by the Escrow Agent upon notification by Seller that Seller is prevented from performing this Agreement because of circumstances beyond Seller's control.



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DISCLOSURES REGARDING INSURANCE-FUNDED PRENEED FUNERAL AGREEMENT NOTICES TO THE FUNERAL PURCHASER

1. Life insurance or annuity coverage insuring the life of the person for whom the funeral merchandise and services are to be performed will be applied for to fund this agreement.
2. The agent who executes the application is a licensed insurance agent with, respectively, Global Atlantic Financial Group, Homesteaders Life Company, or NGL, "Life Company" and, where permitted by law, has been authorized by the Funeral Home/Seller to act on their behalf as a licensed Funeral Director.
3. Where permitted by law, the life insurance agent will be paid by the respective Life Company in connection with the sale of the life insurance or annuity.
4. If the funeral purchaser funds this agreement with limited benefit life insurance coverage and the funeral beneficiary dies during the limited benefit period or the life insurance or an annuity with an initial face amount less than the total now-current retail prices for the items selected, the next of kin or personal representative or the funeral purchaser must pay the difference at the time of death between the death benefit provided and the then-current retail prices for the items selected or delivery of services and merchandise may be reduced to the extent of funds actually received at the time delivery is made.
5. Failure to make the premium payments required by the life insurance or annuity coverage may result in cancellation of said coverage and the Preneed Funeral Agreement shall be null and void. If the life insurance or annuity applied for is surrendered (cancelled), only the surrender value, if any, will be refunded to the purchaser.
6. In the event the death of the funeral beneficiary is outside the Funeral Home's/Seller's service area, the purchaser or beneficiary's personal representative or next of kin may request to have the agreement serviced by a funeral home other than the funeral home listed herein. In such case, the Funeral Home listed herein shall be released from all responsibility. In the event the death of the funeral beneficiary is outside the Funeral Home's/Seller's service area, then the additional transportation charges (beyond 25 mile radius is \$3.00 per mile, one way) as set forth in the Agreement shall be incurred.
7. Upon proper cancellation of this agreement, those entitled to receive benefits under the life insurance or annuity may use them for any purpose they deem to be appropriate, where permitted by law, and the funeral provider agrees to relinquish any and all claims to said proceeds. **If Agreement is irrevocable, any rights to cancel insurance policy or receive a refund of monies paid are waived.** Agreements are often irrevocable to qualify for Medicaid or other low-income public assistance.
8. The family or representative of the deceased funeral beneficiary has the right to change the choice of the funeral provider upon the demise of the funeral beneficiary. Change of the funeral provider will cause the Preneed Funeral Agreement to be null and void.
9. This agreement provides only for those items as specified on Exhibit 1, or the Statement of Funeral Goods and Services Selected. If other merchandise and/or services are requested by those responsible for final arrangements, additional costs may be incurred for the alternate or added items, at the discretion of the funeral provider/Seller.