

**A NON-SPECIFIED CONTRACT
FOR DEPOSIT OF MONEY
TO BE APPLIED ON PRE-ARRANGED AND PREPAID FUNERAL SERVICES**

BY AND BETWEEN

**THE SUPPLIER NAMED BELOW AS SELLER
(Hereinafter Referred to as "Seller")**

AND

Address _____ City _____ State _____ Zip Code _____

Telephone _____ Soc. Sec. No. _____ Account No. _____

(Hereinafter Referred to as "Buyer")

WHEREAS, BUYER desires and hereby requests from SELLER a contract for the purpose of setting aside funds to be used either partially or in full for the purchase of Funeral Merchandise and/or Services in advance of death, with THE EXACT FUNERAL MERCHANDISE AND SERVICES TO BE SELECTED AT THE TIME OF DEATH OF _____, hereinafter referred to as Beneficiary.

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 as follows:

SELLER will apply toward Funeral Merchandise and Services for the above named Beneficiary, the original deposit made and entered into this _____ day of _____, 20____, in the amount of \$_____, (\$25.00 initial minimum deposit required by law) plus all further deposits which buyer may make at his discretion for the above named Beneficiary under this contract following this date plus any interest retained by the Buyer within the account less administrative fees SELLER may have deducted, and less any withdrawals BUYER may have made prior to the death of the Beneficiary.

FUNDS accepted from the BUYER by the SELLER are hereby regulated by Oklahoma Statute, Title 36, Sections 6125-6136 and as so defined, said funds shall be placed in a TRUST ACCOUNT DEPOSITORY established and maintained for that purpose by SELLER. Said deposits are to be made to the DEPOSITORY within ten (10) days of the end of the calendar month, after collection of said funds.

SHOULD the death of the Beneficiary occur while this contract is in force, then upon the furnishing by SELLER of the funeral merchandise and services requested by the Authorized Person and with both the authorized person and the SELLER having signed the proper form setting forth the funeral merchandise and services for which the funds were used, the funds available shall be paid to the SELLER, with SELLER delivering a copy of said form to the Insurance Commissioner.

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 ten (10) days of date of BUYER signing application to cancel contract and have funds returned.

IN THE EVENT there are any excess funds on hand at the time of death of the Beneficiary, over and above the amount necessary to pay for the exact merchandise and services selected at time of death, then those funds shall be paid by the TRUSTOR to the Beneficiary's Estate, if the Beneficiary is the same person as the BUYER, or to the BUYER, or to the below named person or persons:

Address _____ City _____ State _____ Zip Code _____

Telephone _____

IN WITNESS WHEREOF, the parties have executed this Contract this day of _____, 20_____.

WITNESS

BUYER

WITNESS

SELLER

Funeral Home Name

Funeral Home Address