

**PRENEED INTERMENT SERVICE AND/OR MERCHANDISE CONTRACT**

THIS PRENEED CONTRACT IS NOT INSURANCE. However, preneed contracts and contract sellers are subject to regulation by the Colorado Division of Insurance.

This Preneed Contract is funded by a trust account.

**(PART ONE OF TWO)**

This Contract is made and entered into by and among The Mount Olivet Cemetery Association, with its principal place of business at 12801 W. 44th Avenue, Wheat Ridge, Colorado 80033 (hereinafter referred to as "Mt. Olivet"), and the person designated below as the Contract Buyer (hereinafter referred to as the "Contract Buyer").

Contract Buyer \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(Last) (First) (Middle)  
Address \_\_\_\_\_ P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_ Social Security # \_\_\_\_\_  
Relationship of Contract Buyer to Beneficiary \_\_\_\_\_  
\*Contract Beneficiary \_\_\_\_\_ Sex \_\_\_\_\_  
(Last) (First) (Middle)  
Address \_\_\_\_\_ P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_ Social Security # \_\_\_\_\_  
Usual Occupation \_\_\_\_\_ Kind of Business or Industry \_\_\_\_\_  
Beneficiary's Father's Name \_\_\_\_\_  
Beneficiary's Mother's Name \_\_\_\_\_  
Personal Consultant \_\_\_\_\_ Relationship to Contract Buyer \_\_\_\_\_ Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Address \_\_\_\_\_ P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Are your Mt. Olivet Cemetery Interment rights: Grave ☐ Crypt ☐ Memorial ☐ Niche ☐

\*Any information furnished regarding Contract Beneficiary is used for vital statistics purposes only.

WHEREAS, the Contract Buyer is desirous of arranging, prior to death, for interment services and/or merchandise to be rendered or delivered upon the death of the person designated above as the contract beneficiary (hereinafter referred to as the "Contract Beneficiary"), and

WHEREAS, Mt. Olivet is in the business of selling preneed interment services and merchandise in accordance with the provisions of C.R.S. Section 10-15-101 et seq. (hereinafter referred to as the "Act").

NOW, THEREFORE, Mt. Olivet and Contract Buyer agree as follows:

1. The Contract Buyer agrees to purchase at the prices indicated below, services and merchandise which conform to the general description or are of equivalent quality to those listed below, and, in exchange, Mt. Olivet guarantees to provide the services and merchandise upon interment or entombment of the Contract Beneficiary, pursuant to the terms of this Contract. The Contract Buyer and Mt. Olivet acknowledge that this Contract does not call for the sale of any specific brand or make of merchandise and that Mt. Olivet is obligated only to cause to be furnished merchandise which conforms to the general description listed below or is of equivalent quality.

**STATEMENT OF INTERMENT SERVICES AND MERCHANDISE SELECTED**

Charges are only for those items that are used. If we are required by law to use any items, we will explain the reasons in writing below:

**CURRENT RETAIL PRICE OF THE SERVICES AND MERCHANDISE SELECTED**

A. Professional Services:	\$ _____	B. Merchandise:	\$ _____
Engraving	\$ _____	Markers	\$ _____
Opening/closing	\$ _____	Bases (foundations)	\$ _____
Vault setting	\$ _____	Memorials	\$ _____
_____	\$ _____	Vault	\$ _____
_____	\$ _____	Vase(s)	\$ _____
_____	\$ _____	_____	\$ _____

**TOTAL CHARGES (TOTAL CASH PRICE)**

\$ \_\_\_\_\_

**NOTICE SEE REVERSE SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS CONTRACT**

WHITE-MOUNT OLIVET    CANARY-CONTRACT BUYER    PINK-TRUSTEE

Agreement Number \_\_\_\_\_

(PART TWO OF TWO)

Identification and description of mandatory items and explanation of charges: we have identified and described below any legal cemetery requirements which compel the purchase of any items listed above. \_\_\_\_\_

2. The foregoing enumerated items are hereinafter collectively called the "Services and Merchandise." This Contract covers only the Services and Merchandise hereinabove enumerated and additional charges will be made for any additional requested items.

PRENEED INTERMENT SERVICES SOLD PURSUANT TO THIS CONTRACT ARE FOR INTERMENT SERVICES RENDERED DURING THE HOURS OF 8:00 A.M. TO 2:00 P.M., MONDAY-FRIDAY. ADDITIONAL FEES WILL BE CHARGED FOR INTERMENT SERVICES PERFORMED ON WEEKENDS AND ALL OTHER WEEKDAY HOURS. INTERMENT SERVICES WILL BE PERFORMED DURING REASONABLE HOURS AS DETERMINED AT MT. OLIVET'S SOLE DISCRETION.

3. The Contract Buyer agrees to pay to Mt. Olivet for the Services and Merchandise as follows: (check one)
- ☐ by paying the Total Cash Price (Total Charges) as shown above, receipt of which is hereby acknowledged or
- ☐ by paying the down payment (if any) and the Total of Payments set forth below in the Credit Sale Disclosure Statement in accordance with the Schedule of Payments set forth in said Disclosure Statement.

CREDIT SALE DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL CONTRACT PRICE The total cost of your purchase on credit, including your down payment of
_____ %	\$ _____	\$ _____	\$ _____	\$ _____

Number of Payments	Amount of Payments	When Payments Are Due
_____	\$ _____	Beginning
One		

Itemization of the Amount Financed of \$ \_\_\_\_\_. This is equal to: \_\_\_\_\_ Less (\$ \_\_\_\_\_), your down payment.

4. After the death of the Contract Beneficiary, the Contract Buyer is designated as the person with whom Mt. Olivet may consult upon any questions arising concerning the interment of said Contract Beneficiary, and after the death of the Contract Buyer, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ is hereby designated by \_\_\_\_\_
- (Address) (Relation to Contract Buyer)

Contract Buyer as the person with whom Mt. Olivet may consult upon any questions arising concerning the interment of said Contract Beneficiary. In all matters pertaining to the Interment of the Contract Beneficiary hereunder, Mt. Olivet reserves the right to consult the next of kin, legal representative, or other individuals having the legal right to control the final disposition of the deceased's remains. For a good faith determination of such legally authorized person, Mt. Olivet (including its agents, employees and representatives) shall not be liable to anyone for any decisions made concerning the identity of such person.

If this sale was personally solicited and Buyer's agreement to purchase was made at a place other than Seller's business, YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. (SEE REVERSE SIDE FOR AN EXPLANATION OF THE CONTRACT BUYER'S ADDITIONAL RIGHTS TO CANCEL THIS CONTRACT UNDER STATE LAW.)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Contract Buyer, having examined the above-stated items and found them to be correct and according to the arrangements requested, hereby acknowledges receipt of a completed copy of this Contract.

CONTRACT BUYER: \_\_\_\_\_

Mt. Olivet hereby accepts this Contract and agrees to be a party to said Contract and agrees and obligates itself to provide the Services and Merchandise specified therein upon full compliance by the Contract Buyer with the terms and conditions of said Contract and payment of the Total Cash Price (Total Charges) set forth in the Contract.

THE MT. OLIVET CEMETERY ASSOCIATION

\_\_\_\_\_  
Signature and Title of Authorized Representative

\_\_\_\_\_  
(Counselor)

NOTICE SEE REVERSE SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS CONTRACT

WHITE-MOUNT OLIVET CANARY-CONTRACT BUYER PINK-TRUSTEE

## GENERAL COVENANTS

1. Contract Buyer, as used herein, shall mean the party who executed this Contract and his or her heirs, executor, administrator or legal representatives.
2. Mt. Olivet agrees to cause to be furnished the Services and Merchandise described in part 1, paragraph 1, hereof, or their equivalent in quality, for the Total Charges (Total Cash Price) stated herein, at maturity (maturity as used hereinafter shall mean the date of death of the Contract Beneficiary), and upon full compliance by the Contract Buyer with the terms and conditions of this Contract. If no request for performance of this Contract has been received by Mt. Olivet from the next of kin or legal representative of the Contract Beneficiary within 168 hours after the death of the Contract Beneficiary, Mt. Olivet shall cause the Services and Merchandise to be performed and furnished subject to the terms and conditions of this Contract.
3. Upon the death of the Contract Buyer or Contract Beneficiary, all unpaid balances shall become immediately due and payable, except as otherwise provided herein. If the Contract Beneficiary dies before all of the scheduled payments under this Contract have been made and before default under the terms of this Contract, the Contract Buyer, or his or her heirs or legal representatives, shall at his, her, or their election, either pay the unpaid balance due under the terms of this Contract and receive all services and merchandise enumerated herein, or have refunded to him, her or them all monies paid by the Contract Buyer. Such refund shall be made within thirty (30) days after receipt by Mt. Olivet of written demand for the refund and evidence of the death of the Contract Beneficiary. Upon payment of the refund due, the liability of Mt. Olivet shall be conclusively deemed terminated.
4. DEFAULT: All payments are due each month. The Contract Buyer shall have a grace period of thirty (30) days from the date on which any scheduled payment is due during which time he/she may make his/her payment without being in default. If a monthly installment payment is not made within this grace period, this Contract shall be in default. In the event of default, Mt. Olivet may, at its option, terminate this Contract and withdraw from trust and return to the Contract Buyer within forty-five (45) days all payments made hereunder after deducting the amount paid by the Contract Buyer or fifteen (15%) percent of the Total Contract Price, whichever is less, which deducted amount shall be retained by Mt. Olivet as liquidated damages and not as a penalty. Such liquidated damages are deemed to be the reasonable value of administrative and sales charges incurred by Mt. Olivet. If Mt. Olivet so elects to terminate, it shall then be relieved from all further responsibilities and liabilities hereunder. In the event that Mt. Olivet elects not to terminate this Contract, the Contract Buyer, next of kin or legal representative may demand and receive services and/or merchandise based on the total amount paid pursuant to the terms of this Contract and the current retail price for such services and/or merchandise at the time of their delivery and/or performance.
5. CANCELLATION: A. The Contract Buyer may cancel the preneed contract, in writing, within the first seven days of the Contract Buyer's signature to the preneed contract during which period the Contract Buyer may provide the Contract Seller with written notice of cancellation. The Contract Seller shall forward a one hundred percent refund (all payments made under the contract) to the Contract Buyer within ten calendar days of receipt of the written cancellation. B. At any time after the seven day period provided in A, and prior to the death of the Contract Beneficiary, the Contract Buyer may elect in writing to cancel this Contract. Such request for cancellation must be furnished the Contract Seller as set forth above. Upon such cancellation, the Contract Seller shall within forty-five (45) days refund all payments made hereunder after deducting the amount paid by the Contract Buyer or the amount of fifteen (15%) percent of the Total Contract Price, whichever is less. The deducted amount shall be held and used by Mt. Olivet as liquidated damages and not as a penalty. Upon such cancellation of this Contract, all parties to this contract shall be released from further liability or responsibility hereunder.
6. Except in the case of Default or Cancellation, which shall be governed by the provisions of Sections 4 and 5 above, the liability of Mt. Olivet arising out of this Contract or acts performed or merchandise provided hereunder, shall be limited to furnishing the merchandise and services set forth in this Contract or, in the alternative upon the death of the Contract Beneficiary and at the option of the Contract Buyer or his/her legal representative or next of kin, to refund of the full amount paid by the Contract Buyer under this Contract. Any refund to the Contract Buyer, next of kin or legal representative shall be made within thirty (30) days after the date on which Mt. Olivet receives written demand for a full refund in lieu of performance of this Contract.
7. There is no penalty for prepayment. You are entitled to the return of any unearned finance charges.
8. All notices, requests, demands and other communications required or permitted to be given under this Contract shall be made in writing and shall be deemed to have been duly given when received, either by personal delivery, or by certified mail, return receipt requested, by Mt. Olivet at 12801 West 44th Avenue, Wheat Ridge, Colorado 80033.
9. The rights under this Contract are personal to the Contract Buyer or Contract Beneficiary and said Contract cannot be assigned or transferred without the written consent of Mt. Olivet.
10. This Contract constitutes the entire agreement and understanding of the parties and supersedes and integrates all previous understandings. This Contract cannot be modified or amended except by a written supplement to the Contract signed by all of the parties to this Contract. The Contract shall be binding upon the successors, assigns, beneficiaries, heirs, and legal representatives of all the parties to this Contract.
11. FUNDS HELD IN TRUST: Within forty-five (45) days after receipt of each payment made hereunder, Mt. Olivet, shall deposit at least seventy-five (75%) of all such payments in trust pursuant to a trust agreement on file with the Colorado Division of Insurance. For the services of Mt. Olivet performed hereunder, Mt. Olivet shall be entitled to withdraw any or all income and appreciation earned and accrued by such trust funds during the period of such trust; provided, however, that the trustee shall not disburse any income on or appreciation of the trust funds until such time as the value of such trust funds exceeds the total of all funds paid by the Contract Buyers under all outstanding contracts. No withdrawal of such deposits, income or appreciation thereon shall be made except in accordance with Colorado law and such rules and regulations as the Colorado Division of Insurance may promulgate relating to the sale of preneed funeral contracts.
12. CONFORMITY OF CONTRACT: This Contract shall conform to state and federal regulations.
13. DISCLOSURE STATEMENT: The only warranties, express or implied, granted in connection with the merchandise sold hereunder are that the merchandise, when delivered, shall be merchantable and fit for its intended purpose.