

Archdiocese of Denver Mortuary Memorial Agreement

For the Benefit of: _____

Funeral Service Package (see attached) _____ \$ _____

Cremation Package (see attached) _____ \$ _____

(B) PROFESSIONAL SERVICES AND MERCHANDISE

BASIC SERVICE FEE \$ _____

Our fee for the services of funeral director and staff includes, but is not limited to, staff to respond to initial request for service; arrangement conference with family and responsible party; arrangement of funeral; preparation and filing of necessary authorizations and permits; recording vital statistics; preparation and placement of obituary notices; staff assistance prior to, during and following the funeral, including coordination with those providing other portions of the funeral, e.g. cemetery, cremation and others. Also included in this charge are overhead expenses relative to our facility such as insurance, maintenance and utility expenses, secretarial and administrative costs, equipment, and inventory costs.

EMBALMING \$ _____

Except in certain cases, embalming is not required by law. Embalming may be necessary if you select certain funeral arrangements, such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial. (Some cemeteries may require embalming if above ground burials are performed). Use of facilities for decedent care, including refrigeration (up to 96 hours). Dressing, casketing and cosmetics (any or all).

CREMATION (following full service) \$ _____

Use of facilities and staff services for visitation and/or Rosary (per day). Our services include set-up of visitation area, placement of casketed remains, display of floral arrangements, supervision of and attendance during the visitation \$ _____

Use of facilities and staff services for funeral service or additional staff necessary for service in other facility. Our services include coordinating the funeral/memorial - with or without body, the funeral arrangements, supervision of funeral, and staff to attend funeral ceremony. Use of facilities and staff services for memorial service (without body). Our services include coordinating the memorial service arrangements, supervision of the memorial service, and staff to attend the service \$ _____

Equipment and staff services for graveside services. Our services include accompaniment of remains to cemetery, supervision of graveside service, and staff to attend service \$ _____

TRANSFER OF REMAINS TO MORTUARY \$ _____

From care facility or home within 50 mile radius. The charge for additional mileage is \$1.35 per mile.

TRANSFER OF REMAINS TO OR FROM MORTUARY FOR AIR TRANSPORTATION \$ _____

Hearse (casket coach) church service (per service within 50 miles) \$ _____

Utility vehicle \$ _____

Limousine (per service within 50 miles, 3 hour minimum, \$95.00 for each additional hour or portion thereof) \$ _____

Motorcycle escort (each) \$ _____

Crucifix \$ _____

Register book (each) \$ _____

Memorial package (deluxe register book, 100 prayer cards, 25 thank you cards, printing included) \$ _____

Service folders (per 25) \$ _____

Acknowledgment cards (box of 25) \$ _____

Initial Miscellaneous (please state) (non-guaranteed) \$ _____

FORWARDING REMAINS TO ANOTHER FUNERAL FIRM \$ _____

This charge includes removal of remains, necessary services of staff, embalming necessary authorizations, and local transportation to airport. This charge does not include visitation, rites or ceremonies prior to forwarding the body.

RECEIVING OF REMAINS FROM ANOTHER FUNERAL HOME \$ _____

This charge includes temporary care of remains, transportation of remains to cemetery, and necessary services of staff. This charge does not include visitation, rites, or ceremonies.

IMMEDIATE BURIALS \$ _____

Our charge for an immediate burial, without any attendant rites or ceremonies, includes removal and care of remains, local transportation to the cemetery, necessary services of staff and authorizations. This charge does not include the cost of a casket selected from our funeral home or a casket provided by purchaser.

DIRECT CREMATIONS \$ _____

Our charge for a direct cremation without any attendant rites or ceremonies includes removal of remains, local transportation to crematory, necessary services of staff and authorization. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are fiberboard.

Direct cremation with alternative container \$ _____

CASKET/URN: Using the casket described as _____,

one or similar design, quality and value, such casket having a present value of \$ _____

TOTAL CONTRACT PRICE \$ _____

DISCOUNT \$ _____

TOTAL \$ _____

Archdiocese of Denver Mortuary
Memorial Agreement

The Archdiocese of Denver Mortuary of Mount Olivet, Inc., a Colorado not-for-profit corporation (hereinafter "Seller"), and _____ (hereinafter "Contract Buyer"), agree as follows:

(A) In consideration of the payments provided herein, Seller agrees to conduct a Traditional Funeral Service for the benefit of _____ (hereinafter "Contract Beneficiary"). Said services and merchandise described in Section "B" shall be provided by Seller, regardless of future price increases, at a place not more than fifty miles from Denver, Colorado. This service DOES NOT INCLUDE cemetery charges of any type, outside burial vaults or containers, clergyman's honorarium, newspaper notices, death certificates, out-of town transportation, musicians, sales tax, or other cash advances, unless specifically included under miscellaneous changes on page 2.

Initial

In consideration of the foregoing, the Contract Buyer agrees to pay the Total Contract Price of _____ Dollars (\$ _____) to Seller, payable as follows: _____ Dollars (\$ _____) receipt of which is hereby acknowledged, and _____ monthly payments of \$ _____ commencing on _____, 20____, and on the same day of each successive month thereafter and one final payment of \$ _____. Any unpaid balance shall become immediately due and payable upon the death of the Contract Buyer or the Contract Beneficiary.

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 \$ _____ \$ _____
--	--	---	--	--

Contract Buyer acknowledges that he/she has read this Contract, complete except for signatures, before signing it, and that he/she has received an exact copy of the completed Contract. The Contract Buyer, having examined the description of the Professional Services and Merchandise set forth in Section "B" and found it to be correct and according to the arrangements requested, hereby acknowledges that he/she has been informed of his/her rights to select only such services and merchandise as he/she desires, and has been shown a current general price list prior to discussing any of the following: (a) the prices of funeral goods or services; (b) the type of funeral service or disposition; or (c) specific funeral goods or funeral services offered by Seller. Further, the Contract Buyer confirms that he/she was shown a price list for caskets and outer burial containers upon beginning discussion of, but in any event before being shown, caskets and outer burial containers.

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. ALSO, SEE REVERSE SIDE FOR AN EXPLANATION OF THE CONTRACT BUYER'S ADDITIONAL RIGHTS TO CANCEL THIS CONTRACT UNDER STATE LAW.

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.

Executed this _____ day of _____, 20____

By: _____
Contract Buyer
Date of Birth of Contract Beneficiary

Address

Social Security No. of Beneficiary

City, State, Zip

Home Phone _____ Work Phone _____

Archdiocese of Denver Mortuary of Mount Olivet, Inc., a Colorado not-for-profit corporation
12801 West 44th Avenue, Wheat Ridge, Colorado 80033 Phone (303) 425-9511

By: _____
(Signature and Title of Authorized Mortuary Representative) Date Agreement Number

(Counselor)

TERMS AND CONDITIONS

The contract on the reverse side hereof, is made and accepted subject to the following express terms and conditions:

I. The Archdiocese of Denver Mortuary of Mount Olivet, Inc. agrees to cause to be furnished the services and merchandise described in Part B of this Contract, entitled Professional Services and Merchandise, or their equivalent in quality, for the Total Contract 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 neither the next of kin nor the legal representative of the Contract Beneficiary have canceled this Contract as set forth herein within one hundred sixty-eight (168) hours after the death of the Contract Beneficiary, the Archdiocese of Denver Mortuary of Mount Olivet, Inc. shall cause the services set forth herein to be performed and the merchandise set forth herein to be furnished in the manner provided by this Contract. Upon the performance of such services and the furnishing of such merchandise, the liability under this contract of the Archdiocese of Denver Mortuary of Mount Olivet, Inc. shall be conclusively deemed terminated.

II. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. of written demand for the refund and evidence of the death of the Contract Beneficiary. Upon payment of the refund due, the liability of the Mortuary shall be conclusively deemed terminated.

III. 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, the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. If the Archdiocese of Denver Mortuary of Mount Olivet, Inc. so elects to terminate, it shall then be relieved from all further responsibilities and liabilities hereunder. In the event that the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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.

IV. CANCELLATION: A. The Contract Buyer may elect in writing to cancel this Contract within seven (7) days of the Contract Buyer's execution of this Contract. Such request for cancellation must be personally delivered to the Archdiocese of Denver Mortuary of Mount Olivet, Inc. office as set forth above or must be mailed certified mail, return receipt requested. Within ten (10) days of receipt of written cancellation the Archdiocese of Denver Mortuary of Mount Olivet, Inc. shall forward a refund of all payments made under this Contract. 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 personally delivered to the Archdiocese of Denver Mortuary of Mount Olivet, Inc. office as set forth above or must be mailed certified mail, return receipt requested. Upon such cancellation, the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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, the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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.

V. Except in the case of Default or Cancellation, which shall be governed by the provisions of Sections III and IV above, the liability of the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. receives written demand for a full refund in lieu of performance of this Contract.

VI. There is no penalty for prepayment. You are entitled to the return of all unearned finance charges.

VII. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. at 12801 West 44th Avenue, Wheat Ridge, Colorado 80033.

VIII. 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc.

IX. 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 of this Contract.

X. FUNDS HELD IN TRUST. Within forty-five (45) days after receipt of each payment made hereunder, the Archdiocese of Denver Mortuary, Inc., 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 the Archdiocese of Denver Mortuary of Mount Olivet, Inc. performed hereunder, the Archdiocese of Denver Mortuary of Mount Olivet, Inc. 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.

XI. CONFORMITY OF CONTRACT. This Contract shall conform to state and federal regulations.

XII. DISCLOSURE STATEMENT. No claims are made by the Archdiocese of Denver Mortuary of Mount Olivet, Inc. as to the merchandise and/or services to the effect that embalming or the use of any merchandise shall delay the decomposition of the remains for a long-term or indefinite time, or that any such merchandise would protect the body from grave-site substances. The only warranties, express or implied, granted in connection with merchandise sold with the funeral services are that the merchandise, when delivered, shall be merchantable and fit for its intended purpose.