



TERMS AND CONDITIONS

I. EFFECTIVE

Terms and Conditions become effective upon acceptance of the "Statement of Funeral Goods and Services Selected" -- the Contract.

II. DEFINITIONS

Pope Funeral Home, Pope Funeral Homes, Alex Pope, Inc. and/or its agents hereinafter called "*PFH*" and the "*Next-of-Kin, Purchaser and Legal Authorized Agent*", are hereinafter called "Authorizing Agent"

III. AGREEMENT

PFH agrees to honor the services and merchandise selected by the *Authorizing Agent* to the extent that all the terms and conditions of such agreement are fully met without exception. All financial terms must be finalized prior to delivery of services and/or merchandise.

IV. PAYMENT POLICY

PFH requires all balances for services and merchandise to be paid in full upon acceptance of the Contract. If payment and/or terms are not fully satisfied, *PFH* reserves the sole discretion to postpone, delay, or cancel all or portions of services or merchandise.

PFH accepts the following as methods of payment: Cash, Check, Money Order, Visa, MasterCard, Discover American Express, ATM card, verifiable Life Insurance Policy(ies) and Pre-funded preneed policies. A 5% discount for cash or cashier's check may be applied to balance (less cash advances) when there are no other discounts provided.

V. LIFE INSURANCE

As a convenience to the *Authorizing Agent*, *PFH* with the consent of the **designated beneficiary** of the policy will file the Insurance claim for a nominal insurance filing fee. All or a portion of the insurance proceeds may be assigned to *PFH* and to be applied to the contract balance. *PFH* accepts **only** Life Insurance Policies based on the following criteria: a) Must be Assignable Policy b) Must be at least **two** years in effect c) Beneficiary agrees to assign a specified sum to *PFH* d) Verification and proof of policy enforcement prior to any services or presentation of merchandise e) Proof of designated beneficiary. No exceptions to this policy. The Authorizing Agent shall pay all the cost of obtaining Death Certificates that are required by an Insurance Company or agent thereof.

PFH acceptance of the Life Insurance Policy as a method of payment does not release the Purchaser(s) of his/her responsibility of paying the unpaid balance in the event that the Insurance Company elects not to pay the claim in a reasonable period (60 days) or not at all. If the Insurance Company does not pay the assigned claim, the Purchaser(s) herein agrees to pay all unpaid balances upon demand. The contracted balance less an anticipated Insurance claim amount shall be paid 48 Hours before *PFH* will provide services or merchandise.

VI. CASH ADVANCES

Cash advances are typically paid directly for you to 3rd parties at no additional cost or finance charges unless otherwise disclosed. Such as **Clergy fee, organist fee, death certificates cemetery charges, printing**, etc. All cash advances must be paid in full prior to the rendering or ordering of such services.

VII. PAYMENT DEFAULT

PFH will charge 1 1/2% interest (18% per annum) per month on unpaid balances. Upon default of terms and conditions, *PFH* and/or its legal representatives shall be entitled to recover costs and reasonable attorney fees in any action or proceeding to collect on unpaid balances. Late charges for default of payment shall be charged to an account on the expiration of 30 days after original contract sale date. Late charges shall be \$30 per each month until paid.

VIII. CHECK RETURN FEES

PFH reserves the rights to charge a check return fee in the amount of \$35.00 fee per each check return for non-payment.

IX. WARRANTIES and DISCLAIMERS

PFH Funeral Directors, Embalmers, Technicians, and agents thereof, are skilled and trained in the practice of mortuary science, there are several factors, such as the manner of death, weight, time of death between preparation, stage of decomposition, fluid retention, and medicines attendant to hospital and Physician care that may have a substantial influence and/or ultimate bearing on the final appearance of the deceased when prepared and presented by *PFH* personnel for viewing and/or funeral services. As such, by this agreement, *PFH* neither warrants nor guarantees that will be able to present a deceased person to a likeness that resembles exactly itself, any photo, or any other version thereof, prior to the date upon which said person became deceased. Further, *PFH* makes no expressed or implied warranty or guarantees on any goods or services sold. Any warranties or guarantees offered are solely offered by the Manufacturers of the goods sold in writing.

X. AGREEMENT SEVERABILITY

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited or invalid under the applicable law, such provisions, if any, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions of this agreement.

Authorized Agent Signature Print Full Name

Dated

Deceased Name