



National Funeral Trust Service (NFTS), a Master Trustee
 12725 SW 66th Ave, Ste 105, Portland, OR 97223 • 800-304-5095

PREARRANGED NON-GUARANTEED SALES CONTRACT

(This Form to be Used in Triplicate)

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between

(Person Paying for Service and/or Merchandise)

of _____ (Street) _____ (City) _____ (State) _____ (Zip)

Social Security No. _____, hereinafter called "Purchaser," and

(Name of Firm/Certified Provider)

of _____ (Street) _____ (City) _____ (State) _____ (Zip) hereinafter called "Trustee."

WITNESSETH

WHEREAS, Purchaser has arranged with Trustee for future funeral services and/or merchandise in accordance with a Prearranged Plan, as set forth in Exhibit "A" attached hereto and made a part hereof, for _____ (Designated Beneficiary of the Funeral Service)

of _____ (Street) _____ (City) _____ (State) _____ (Zip)

Social Security No. _____ Date of Birth: _____ hereinafter called "Beneficiary,"

whose relationship to Purchaser is _____; and

WHEREAS, Purchaser has paid or intends to pay to Trustee for the Prearranged Plan \$ _____ hereinafter the "sales price,"

according to the terms of payment indicated below: (check appropriate box)

- In full upon execution of this agreement
- In full on _____, 20____
- In _____ equal monthly installments of \$ _____ each.
- As follows: _____

The Parties hereto agree:

1. Trustee agrees that upon the death of Beneficiary it will, if notified of such death and if permitted to do so by the person or persons having custody of the body of Beneficiary, perform funeral services at its mortuary in accordance with the Prearranged Plan.
2. This Contract is non-guaranteed. Trustee shall apply the sales price paid herein to the cost of the funeral services and/or merchandise provided on Exhibit "A." Trustee shall be paid at its regular scheduled prices as established and in existence at the time of the Beneficiary's death. Trustee may require payment of changes in addition to the sales price at the time of performance or delivery of the funeral services and/or merchandise provided on Exhibit "A."
3. **Prearrangement Sales Contract Payments.**
 - (a) Trustee shall deposit the payment or payments mentioned above with a bank, savings and loan association, credit union or trust company where accounts are insured by an agency of the Federal Government (hereinafter called "Depository") within five (5) business days of receipt thereof, into a trust fund account or a common trust fund account in the name of Trustee as Trustee of a Funeral Plan Trust for Beneficiary.
 - (b) Trustee may invest the trust fund as provided by state law.
 - (c) All sums herein paid shall be and constitute a trust subject only to the conditions herein agreed, for the benefit of the Beneficiary. A record of such deposits, together with earnings, shall be maintained by Trustee.
 - (d) Trustee shall deposit with the Depository 100% of the payment or payments received by Trustee.
4. **Prearrangement Sales Trust Fund Distributions.** The Funds held in trust shall be released as follows:
 - (a) Depository shall pay the principal and undistributed earnings in the Beneficiary's trust fund account to Trustee, upon receiving a sworn affidavit from Trustee that Beneficiary has deceased, and that all merchandise has been delivered and all services have been performed as required under this Contract.
 - (b) Depository shall pay to Trustee the amount in the Beneficiary's trust fund account up to the sales price of the merchandise delivered, upon receiving a sworn affidavit from Trustee that funeral and cemetery merchandise under this Contract has been delivered.
 - (c) At any time prior to the death of the Beneficiary, Purchaser may cancel this Contract, and Purchaser shall be entitled to a 100% refund of the entire amount paid hereunder, including undistributed earnings attributable to such amount, but excluding any amount paid for merchandise already delivered. Cancellation shall be effective upon receipt by the Trustee of a written request signed and dated by the Purchaser.
 - (d) In the event the Trustee shall fail to perform any of the terms of this Contract within a reasonable time, the Purchaser or Purchaser's heirs, assigns, or representative of Purchaser or the Beneficiary, may seek a refund of the sales price paid for undelivered merchandise and unperformed funeral services plus undistributed earnings held in trust, by filing a sworn affidavit with Trustee, the Depository and the Director of Oregon Department of Consumer and Business Services.
5. Trustee reserves the right to substitute available goods and services of equal or better quality if those as contained on Exhibit "A" are not available as of the date of the Beneficiary's death, or are not available in the normal course of the manufacturer's regular production of such products. Trustee does not store or set aside merchandise selected by Beneficiary and reserves the right to substitute merchandise of equal or better quality if necessary.
6. In the event that all or any part of the contract sales price or any additional charges other than the contract sales price shall not have been paid by Purchaser at the time of the Beneficiary's death, Trustee shall not be obligated to perform the services or provide any further goods under the Prearranged Plan, unless the balance of the payment therefore has been paid.
7. Trustee's obligations under the Prearranged Plan, under this Contract, or under the trust fund account shall not be assigned, transferred or conveyed to any other party without the written consent and approval of both parties. However, Trustee may assign, transfer or convey this Contract or this trust to another person without the consent and approval of the Purchaser if such person assumes all the liabilities, duties and obligations of the original Trustee. In such case, the assignee, transferee or conveyee shall become the Trustee hereunder and this Contract shall be construed and take effect and be executed in the same and like manner as if the name of the new person were substituted for that of the original Trustee throughout.

IN WITNESS WHEREOF, the parties have signed this Contract in Triplicate this _____ day of _____, 20____.

PURCHASER:

TRUSTEE:

(Name of Firm/Certified Provider)

By: _____
DEPOSITORY FOR NFTS, MASTER TRUSTEE:

By: _____
 (Trust officer)

Date

By signature below, I agree to be a co-trustee of the trust fund account established under this Contract, and further agree to be responsible for reporting as income all of the earnings paid or accrued on the trust fund account and for payment of all federal and state income taxes thereon.

Purchaser, on behalf of Beneficiary

Beneficiary

This Contract may only be irrevocable if the Beneficiary is, or may become, eligible for public assistance. By signature below, I agree that this qualification is true and therefore this contract may not be cancelled.

Purchaser, on behalf of Beneficiary

Beneficiary

FUNERAL HOME / WHITE

PURCHASER / YELLOW

BANK / PINK