



Companion Animal Cremation Services • Pre-Planning Cremation Agreement

SELLER: Companion Animal Cremation Services
210 Andersontown Road
Mechanicsburg, PA 17055

PURCHASER:

Name: _____

Address: _____

City, State, Zip: _____

Social Security Number: _____

TOTAL SALE PRICE: In consideration of my request for cremation services for _____ (companion animal's name), by Companion Animal Cremation Services, I agree that the Total Sale Price under this Agreement is \$_____, the receipt of which is acknowledged by the Seller.

PRICE PROTECTION: The Seller and the Purchaser hereby agree that the Seller guarantees the Services, Merchandise, and Prices shown on the Pre-Paid Pre-Planning Certificate. This price protection is for all services within 25 miles of the Mechanicsburg location (doesn't include after-hours pickups).

AGREEMENT: Purchaser acknowledges having read the "Other Terms and Conditions of the Pre-Planning Agreement (see below), which are included in this Agreement.

EXCLUSION OF WARRANTIES (PRODUCTS): The only warranties, express or implied, which are granted in connection with the goods to be sold under this Agreement to be provided herein are the express written warranties, if any, extended by the manufacturers of the merchandise sold. The Seller extends no such warranties, and only the manufacturer and not the Seller shall have any liability under such warranties.

Other Terms and Conditions of the Pre-Planning Agreement

1. Trust Account. Seller will create a cremation trust account ("Account") for the Purchaser with a local bank as Trustee. The Account will be administered and invested by the Trustee. To offset future expenses, costs, and the administration of the trust, any interest or earnings on the Account shall belong to Seller. Information pertaining to the Account will be given to Purchaser upon request.

2. Transfer of Payment. As required by law, Seller shall deposit into the Bank each payment within thirty(30) days of the month when payment is received.

3. Price and Service Guarantee. The cremation cost of your companion animal will be set on the date of application, and will not increase during the life of your companion animal, provided a) payment is made in full; b) payments are made on a regular basis as agreed; c) there is no outstanding balance at the end of the

agreed payment period. Your preplanning account can be set up for as many companion animals as you wish. Additional companion animals can be added to your preplanning account at any time during the agreed payment period (subject to our discretion). A separate preplanning application form and payment is needed for each companion animal. If your companion animal covered under your preplanning account passes away before your account is paid in full, the remaining balance at that time will become immediately due. The remaining balance must be paid in full before cremation takes place. We reserve the right to refuse cremation if the remaining balance is not paid in full.

4. Change of Trustee. The Seller may change Trustee without the consent of the Purchaser.

5. Substitution of Merchandise. If the merchandise specified in the Preplanning Form is not reasonably available at the time of the death of the Purchaser's companion animal, the Seller may substitute merchandise which is, in its professional judgment, of equal or superior quality, material and workmanship to that set forth in the pre-paid pre-planning form.

6. Change of address. The Purchaser shall promptly notify the Seller and the Trustee of any change of the Purchaser's address.

7. Modification of Merchandise and Services. The Purchaser may at any time request a modification of merchandise and/or services of this Agreement. The modification shall be made in writing. If additional or more expensive merchandise or expanded services are requested, the Purchaser or personal representative shall pay the additional costs of the merchandise or services requested. Upon receipt of payment, the additional sum shall be administered as part of this Agreement.

8. Miscellaneous.

a. All notices shall be in writing and shall be deemed to have been served if delivered in person or by mail, first class, postage prepaid, to the Purchaser and the Seller, at the address on the front page of this Agreement. Any party may subsequently designate a new address by delivery of a written notice to the other parties.

b. This Agreement may not be assigned by the Purchaser without the prior written consent of the Seller.

c. Seller assumes no liability for cremated remains after delivery to the post office or purchaser's agency for delivery, or for the cremated remains which the Purchaser's representative or executors fail to pick up at the Seller's office within thirty (30) days of cremation.

IN WITNESS HEREOF, the Seller and Purchaser have executed this Agreement, intending to be legally bound, the date of agreement, written below.

**Authorized Representative
Companion Animal Cremation Services**

Purchaser

Date of Agreement