

No. _____

PRE-NEED CEMETERY CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE ATTACHED EXHIBIT.

This Pre-Need Cemetery Contract (the "Contract") is entered into this _____ day of _____, 2025 between _____ ("Purchaser") and _____, the owner/operator of the cemetery commonly known as _____ and located in _____, Illinois ("Cemetery") whose parent company, if any, is _____ ("Parent Company"), in order to provide for the future cemetery goods and services for _____ Beneficiary").

Purchaser hereby deposits with Cemetery \$ _____ to be used for the cemetery goods and services identified below with respect to Beneficiary (Social Security No. _____) to be provided by Cemetery. The funds will be deposited with UMB Bank, N.A., a national banking association ("Bank"), in a revocable trust (the "Trust"), pursuant to that certain Master Trust Agreement entered into between Cemetery and the Bank (the "Trust Agreement"). Purchaser acknowledges that the Bank has the authority to amend or revoke the Trust Agreement.

This Contract is an agreement in which Cemetery provides the specified merchandise, services and cash advance items for the amount specified in the Contract. Purchaser and Cemetery hereby agree that Cemetery will provide the below merchandise, services or space(s) for Beneficiary in exchange for Purchaser paying the agreed price as detailed in the Pre-Need Service and Merchandise Selection Form attached hereto as Exhibit A.

THIS CONTRACT GUARANTEES THE BENEFICIARY THE SPECIFIC GOODS, SERVICES, INTERMENT SPACES, ENTOMBMENT SPACES, AND INURNMENT SPACES CONTRACTED FOR. NO ADDITIONAL CHARGES MAY BE REQUIRED FOR DESIGNATED GOODS, SERVICES, AND SPACES. ADDITIONAL CHARGES MAY BE INCURRED FOR UNEXPECTED EXPENSES.

If the particular cemetery services, cemetery merchandise, or spaces specified in this contract are unavailable at the time of delivery, the Cemetery will furnish services, merchandise, and spaces similar in style and at least equal in quality of material and workmanship. Ongoing care and maintenance will be furnished only in so far as the net income derived from the amount deposited in trust will permit.

NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, YOU ARE AFFORDED CERTAIN SPECIFIC RIGHTS OF CANCELLATION AND REFUND UNDER THE ILLINOIS PRE-NEED CEMETERY SALES ACT, ENACTED BY THE 84TH GENERAL ASSEMBLY OF THE STATE OF ILLINOIS.

In the event that Purchaser cancels or terminates this Contract, refunds will be made in accordance with the termination and refund provisions in the attached Terms and Conditions. Any and all of Cemetery's obligations under this Contract shall terminate upon the return of said funds to Purchaser. Purchaser expressly agrees that the amount, which is retained as a cancellation charge

under this paragraph is fair and reasonable in light of the anticipated actual harm, which may be caused by default, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Withdrawal of any funds, whether to satisfy the conditions of this Contract or in the event of termination or default, will be withdrawn pursuant to the form Withdrawal Request attached hereto as Exhibit B.

All terms and conditions in this Contract, including the attached Terms and Conditions, are hereby acknowledged and accepted. Additional contributions on account of modification to this Contract may be made at any time hereafter. Said additions shall be deposited with the Bank and subject to the provisions of this Contract and the Trust Agreement.

The undersigned acknowledge that he or she has received a General Price List, Casket Price List and Outer Burial Container Price List prior to discussing prices, services, merchandise, arrangements, or viewing merchandise.

_____ By initialing here, the undersigned acknowledges that the terms of this Contract have been explained to the undersigned prior to signing.

THE UNDERSIGNED BENEFICIARY OR PURCHASER, ALSO ACKNOWLEDGES THAT THE UNDERSIGNED HAS BEEN NOTIFIED ORALLY OF THE UNDERSIGNED'S RIGHT TO CANCEL THIS CONTRACT.

If Item #5 on the attached Exhibit A is selected, this Contract authorizes the delivery of merchandise to a licensed and bonded warehouse for storage of the merchandise until the merchandise is needed by Beneficiary:

_____ **By initialing here, the undersigned agrees that this Contract authorizes the delivery of merchandise to a licensed and bonded warehouse for storage of the merchandise until the merchandise is needed by Beneficiary. Delivery of the merchandise in this manner may preclude refund of sale proceeds that are attributable to the delivered merchandise.**

If Item #6 on the attached Exhibit A is selected, this Contract authorizes the placement of cemetery merchandise at the site of its ultimate use prior to the time that the merchandise is needed by Beneficiary:

_____ **By initialing here, the undersigned agrees that this Contract authorizes the placement of merchandise at the site of its ultimate use prior to the time that the merchandise is needed by Beneficiary. Delivery of the merchandise in this manner may preclude refund of sale proceeds that are attributable to the delivered merchandise.**

Cemetery will deposit (i) 85% of the proceeds for the purchase of outer burial containers and (ii) 50% of the purchase price of all other merchandise and service in trust until death of Beneficiary at UMB Bank NA, 7155 Lake Drive, Suite 120, West Des Moines, IA 50266 (primary state or federal regulator is the Illinois Comptroller who can be reached by phone at (877) 203-3401 or by mail at Illinois Comptroller, P.L.A.C.E. Division, 555 West Monroe Street, Suite 1400S-A, Chicago, IL 60661). Such deposit in trust will be made within thirty days following the end of month of receipt.

[The following amount will be set aside and deposited in trust in connection with ongoing care and maintenance:

1. For interment rights, \$1 per square foot of the space sold or 15% of the sales price or imputed value, whichever is the greater, with a minimum of \$25 for each individual interment right.
2. For entombment rights, not less than 10% of the sales price or imputed value with a minimum of \$25 for each individual entombment right.
3. For inurnment rights, not less than 10% of the sales price or imputed value with a minimum of \$15 for each individual inurnment right.
4. For any transfer of interment rights, entombment rights, or inurnment rights recorded in the records of the cemetery authority, except for transfers between members of the immediate family of the transferor, a minimum of \$25 for each such right transferred.
5. Upon an interment, entombment, or inurnment in a grave, crypt, or niche in which rights of interment, entombment, or inurnment were originally acquired from a cemetery authority prior to January 1, 1948, a minimum of \$25 for each such right exercised.
6. For the special care of any lot, grave, crypt, or niche or of a family mausoleum, memorial, marker, or monument, the full amount received.]

**This Contract is subject to rules administered by the Illinois Pre-Need Cemetery Sales Act
and Illinois Cemetery Care Act**

[Signatures appear on the following page]

Date Signed: _____, 20____.

PURCHASER:

Address:

Phone Number:

CEMETERY:

Address:

(Original to Cemetery, Copies to Purchaser, Bank/Trustee and others)

PFS:010106.0001.3466252.5

EXHIBIT A

PRE-NEED SERVICE AND MERCHANDISE SELECTION FORM

Beneficiary: _____ Date of Birth: _____

Beneficiary Address: _____

Beneficiary Phone Number: _____

Method of Payment *(please select one)*

_____ Purchaser deposits with the Cemetery the full purchase price of \$_____ for the services and merchandise selected on the service and merchandise selection form.

_____ Purchaser will pay the full purchase price of \$_____ under the following terms:

- Monthly Payment Amount: \$_____
- Number of Payments: _____
- Payment Due Date: the _____ day of each month

See the attached terms and conditions of this Contract for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.

SERVICE AND MERCHANDISE SELECTION	
(1) Pre-Arranged Opening / Closing	\$ _____
(2) Holding Interment / Entombment / Inurnment Rights In: Block: _____ Lot: _____ Space(s): _____ Mausoleum: _____ Niche(s): _____ Section: _____	\$ _____
(3) Delivery of cemetery merchandise to a licensed and bonded warehouse	\$ _____
(4) Placement of cemetery merchandise at the site of its ultimate use	\$ _____
(5) Ongoing care and maintenance Description: _____ _____	\$ _____
(6) Merchandise a. Memorial b. Marker c. Monument d. Foundations e. Crypt f. Outer Burial Container	\$ _____
(7) Undeveloped Cemetery Space / Crypt / Niches	\$ _____
TOTAL	\$ _____

EXHIBIT B

WITHDRAWAL REQUEST
Illinois Prepaid Cemetery Trust

Cemetery/Funeral Home Name _____ ID# _____

Beneficiary Name _____ SS# _____

Reason for withdrawal (please initial):

_____ Fulfillment of preneed contract for above named Beneficiary.

_____ Cancellation of contract between above named Cemetery/Funeral Home and Beneficiary.

_____ Transfer of funds to another trustee by the above named Cemetery/Funeral Home.

_____ Other. Please explain. _____

Check to be issued ☐ as soon as possible, or ☐ after interest is next credited.

Attached is a copy of ☐ the newspaper obituary, or ☐ the death certificate. *One of these is required for fulfillment.*

I hereby request withdrawal of all funds held in the above account. I certify, under penalty of perjury, that this request is in compliance with the terms of my contract with the above named Beneficiary, with you, as the custodian of the funds (the "Custodian"), and applicable federal and state law. I hereby release the Custodian from all claims, warranties, implied or expressed, and further responsibility in this matter. I agree to defend and indemnify the Custodian from and against any claims, suits, or actions which may be asserted or brought against the Custodian arising out of its release of trust funds to the undersigned.

Signature of authorized representative of above named Cemetery/Funeral Home

Date _____

Signature of Purchaser/Beneficiary if this is not a fulfillment

Date _____

Original to:

UMB Bank
7155 Lake Drive, Suite 120
West Des Moines, IA 50266

Email: *caremor@umb.com*
Fax: 515-368-6070

ADDITIONAL TERMS AND CONDITIONS OF PRENEED CEMETERY CONTRACT

1. **Income on Funds.** All funds deposited in trust shall remain in trust until the death of Beneficiary. All interest accrued on and allocated to the payments made by Purchaser hereunder shall remain a part of the Trust until the Trust account is disbursed.
2. **Delinquency Charges.** All installment payments must be made on the date as agreed to in Exhibit A. If any installment payment is not paid in full within [10] days of its scheduled due date, Purchaser will pay a delinquency charge equal to 5% of each single installment or part thereof that is delinquent.
3. **Default.** Time is made an essential element hereof. If any installment payment is not paid in full within [30] days of its scheduled due date, the Purchaser will be deemed in default and Cemetery may, in its sole discretion, deem this Contract cancelled. In the event Purchaser provides a written request for a grace period, Cemetery may, in its discretion, grant such extension in writing but no extension will exceed [1 year] from the date such payment was originally due.
4. **Payment Procedure.** Cemetery may accept late payments or partial payments without losing its rights under this Contract. Cemetery may delay enforcing its rights from time to time under this Contract without losing them.
5. **Cancellation/Refund.** If after all payments are made under the conditions and terms of this Contract for cemetery merchandise or services, the Cemetery shall disburse the remaining funds according to Illinois law. Purchaser has the right to revoke this Contract, upon written demand and designate or appoint a trustee to hold, manage, invest, and distribute the trust assets.
 - a **Cooling-Off Period:** In the event Purchaser cancels this Contract within three business days of signing, all payment will be returned to Purchaser.
 - b **Partial Payment or Defaulting on Payment:** Upon default by Purchaser/Beneficiary or in the event that Purchaser has made only partial payment, this Contract shall be deemed canceled, and Cemetery shall withdraw from the trust fund the entire balance to the credit of the defaulting Purchaser's account as a cancellation charge.
 - c **Paid-in-Full Contract:** In the event Purchaser cancels this Contract following full payment, Cemetery will refund 50% of the purchase price plus interest. In the event this Contract is for fully paid outer burial containers, 85% of the purchase price plus interest will be refunded.
 - d **Pre-Construction Contracts:** In the event this Contract provides for undeveloped interment space, entombment space, inurnment space, lawn crypt, mausoleum, garden crypt, columbarium or cemetery space, if the Cemetery has begun such development, Purchaser/Beneficiary is not entitled a refund of any funds. If such space has not yet been developed at the time of cancellation and such cancellation was made within 12 months of purchasing, Cemetery will refund the full purchase price plus interest.
 - e **Final Payment Refund:** In the event that following the final payment and performance of this Contract, any beneficiary may provide a written request for termination. Seller will, within 30 days, initiate a refund to Purchaser or Beneficiary of the entire amount held in trust attributable to undelivered cemetery merchandise and unperformed cemetery services (including undistributed interest) as agreed to in this Contract.
6. **Refund in the Event of Non-Performance.** In the event that Cemetery is unable to comply with the terms of this Contract within a reasonable time after required to do so, Purchaser and their heir and assigns or duly authorized representative may request a refund of an amount equal to the sales price paid for undelivered merchandise, services or spaces plus undistributed interest amounts held in trust attributable to such Contract. Such refund will be made within 30 days of the Purchaser's filing of a sworn affidavit filed with the trustee, Illinois Comptroller and Cemetery. Notwithstanding the foregoing, in the event such non-performance is due to a strike, shortage of materials, civil disorder or natural disaster or any like occurrence beyond control of the Cemetery the Cemetery's time for performance is extended by the length of such delay.
7. **Income Taxes.** All federal and state income taxes due upon any income earned by Beneficiary's trust account shall be paid by Beneficiary or Beneficiary's estate. Beneficiary will be issued a form 1099 or K-1 showing all taxable income earned by the trust account each year, or at the time of Beneficiary's death, or until this Contract is earlier revoked or terminated. The Purchaser shall hold the Cemetery, their successors or assigns, harmless from any claims, suits, charges, judgments, or other actions resulting

from tax liability arising out of Beneficiary's Trust account. Beneficiary's social security number will be provided to the financial institution when these funds are deposited in trust.

8. **Transportation Expense.** Unless otherwise specified in the Service/Merchandise Selection Form, this Contract does not cover the cost of transporting Beneficiary's body a distance greater than that normally served by the Cemetery as described in the General Price List at time of death.
9. **Substitution of Merchandise by Cemetery.** If any merchandise selected by Purchaser is not available when needed, Cemetery may substitute merchandise of similar type, value and quality provided Cemetery gives prior verbal notice of the substitution to Beneficiary's personal representative or designee.
10. **DISCLAIMER OF WARRANTIES. CEMETERY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS SOLD HEREIN. THE ONLY WARRANTIES, EXPRESSED OR IMPLIED, GRANTED IN CONNECTION WITH THE PRODUCTS SOLD WITH THIS CEMETERY SERVICE, ARE THE EXPRESSED WRITTEN WARRANTIES, IF ANY, EXTENDED BY THE MANUFACTURERS THEREOF. CEMETERY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATED TO ALL SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
11. **Additional Fees & Expenses.** Standard and customary charges that are routine fees charged by the financial institution, trustee, or administrator of the preneed trust will be charged pursuant to current price structure.
12. **Severability.** This Contract shall be deemed to be severable, and any determination of unenforceability of any provision of this Contract shall have no effect upon the remainder hereof, and all other provisions, paragraphs and clauses shall remain in full force and effect.
13. **Binding Effect; Governing Law.** This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties and shall be construed in accordance with Illinois law.
14. **Complete Contract.** This Contract contains the entire agreement between the parties and no promises, agreements, or warranties not therein expressed have been made to Purchaser, nor is Purchaser relying upon any statements or representations which are not set forth herein. This Contract may be modified only by a writing signed by all the parties hereto.