



Pope FUNERAL HOME

Licensed Morticians / Funeral Directors

TERMS AND CONDITIONS

I. EFFECTIVE

Terms & 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 Contracting Representative(s) hereinafter called "contractee."

III. AGREEMENT

PFH agrees to honor the services and merchandise selected by the contractee to the extent that all the terms and conditions of such agreement are fully met.

IV. PAYMENT POLICY

PFH requires all funeral balances for services and goods to be paid in full upon acceptance of the contract.

PFH accepts the following as methods of payment: Check, Money Order, major Credit Cards, and Life Insurance Policies based on conditions.

V. INSURANCE

As a convenience to the contractee, 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 can 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 unless in writing from PFH management. The contractee 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 contractee 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 contractee 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 items that PFH pay directly for you at no additional cost or finance charge. 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

After 30 days all balances are considered due in full. PFH reserves the right to charge 1 1/2% interest (18% per annum) per month on unpaid balance. 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 date. Late charges shall be \$25 per each month until paid.

VIII. CHECK RETURN FEES

PFH reserves the rights to charge a check return fee in the amount of \$30.00 fee per each check return for non-payment.

IX. WARRANTIES and DISCLAIMERS

Although PFH Embalmers, Technicians, and agents thereof, are skilled and trained in the latest deceased restoration methods, technologies and sciences, there are factors, such as the size, 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 staff to families for viewing and/or funeral services. As such, by this agreement, PFH neither warrants nor guarantees that it will or can restore 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.

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.

Contractee/Signed

Date