

FUNERAL SERVICE CONTRACT

Contract No. _____

Cremation Help by Dermody

P.X. Dermody Funeral Home (1989) Limited ("the Provider") Licence # 26
 7 East Ave. S Hamilton, ON L8N 2T3 (905) 512-5799
 info@cremationhelp.ca www.cremationhelp.com

Your name: _____
 ("Purchaser")
 Address: _____
 Address: _____
 Telephone: _____
 e-mail: _____
 Relationship to Recipient: _____

Deceased: _____
 ("Recipient")
 Address: _____
 Address: _____
 Date of death: _____
 Place of death: _____
 Date of birth: _____

This contract is between the Purchaser and P.X. Dermody Funeral Home(1989) Limited ("the parties") concerning funeral services and supplies and is subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* ("the Act").

SERVICES

Professional & Staff Services
 Co-ordinating activities, rites, ceremonies _____
 Documentation – permits, forms, etc. _____
 Transport remains - initial (50 km) _____
 Basic preparation of remains _____
 Embalming of remains _____
 Facilities for preparation/embalming/shelter _____
 Staff services for visitation _____
 Facilities for visitation _____
 Staff services for ceremony _____
 Facilities for ceremony _____
 Transport remains - additional (_____ km) _____
 Vehicle _____
 Vehicle _____

SUPPLIES (manufacturer, model, description)

Casket: _____

 Urn: _____

 Outer burial container: _____

Other Services or Supplies

Additional mileage (_____ km) x \$ _____

Package Discount (if applicable)

Itemized Total (* services or supplies) _____
 Savings on package _____
 Package Price _____
 Services and supplies not in package _____
Total _____
Discount _____
Total Services and Supplies (A) _____

DISBURSEMENTS (Estimate including applicable taxes)

Coroner's fee _____
 Clergy honorarium _____
 Organist _____
 Notice _____
 Notice _____
 Municipal fee for registration of death _____
 Cremation Fee _____
 Other: _____

Total Disbursements (Taxes included) (C) _____

Total Services and Supplies (A) _____
HST on Services and Supplies (B) _____
Total Disbursements (Taxes included) (C) _____
Total (A + B + C) _____
Amount Paid _____
Amount Owing _____

Delivery time and location: The services or supplies contained in this contract will be delivered as outlined above as soon as reasonably practicable. By signing this contract, the purchaser consents to the delivery of supplies and services within 30 days. If supplies and services are to be delivered within 30 days of this contract being made, any refund to be issued should contract be cancelled will be reduced by the value of supplies and services already delivered.

Commissions and Benefits for Recommendations to Third Party: The Provider will receive consideration or benefit from the following third party suppliers for referrals or recommendations: Holy Cross Crematory up to \$50.

Warranties: The Provider warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties granted in connection with the supplies provided as part of this contract are the express written warranties, if any, extended by the manufacturer of such supplies, and as required by Ontario consumer protection legislation.

The provider shall be responsible only for its own employees, and not be liable for damages or injury to persons or property caused by any person not employed by the funeral home, nor shall the funeral home be liable for any loss or

damage incurred by the purchaser or recipient's estate due to the loss or theft of clothing, jewelry or any other property which occurs in the Provider's premises or at any other place where the services are provided. The provider shall not be liable for the non-appearance of or errors in the newspaper or other death notices, nor for the performance of equipment or devices, nor cemetery property locations, depths descriptions or plans.

Termination of Responsibility: The provider is no longer responsible for the recipient once the Recipient has been received by a church; a residence; a crematorium; a cemetery; a receiving vault; a train depot; or an airport and the funeral home personnel and/or its agents are no longer present or in attendance at the above indicated premises.

Transportation: Charges for transfers/removals beyond 50 km. must be borne by the purchaser at prevailing rates.

Rental Caskets: In situations where a rental casket is selected for use for funeral services, the purchaser acknowledges the following: The casket may have been used before, and will probably be used again, the purchaser must purchase a secondary container for the recipient to be placed in prior to cremation at the end of the rental period at an additional cost, and that this cost is above the rental fee for the rental casket, and that the purchaser and the estate of the recipient has no vested interest in the rental casket.

Cancellation Rights: The purchaser, or someone designated in this contract by the purchaser, may cancel this contract by providing notice of the cancellation in writing to the Provider. A partial or full refund of money paid, if any, may be available based on the terms of this contract and the law. Any refund owed will be issued within 30 days.

If this contract meets all of the requirements of the Act and is cancelled within 30 days of this contract date and before any services or supplies have been provided, the Provider will refund all amounts paid under this contract in accordance with the Act.

If this contract meets all of the requirements of the Act and is cancelled after 30 days of this contract date and before any services or supplies have been provided, the Provider will refund the amount paid under this contract plus any income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required, but the Provider may retain an additional 10% of the amount paid to a maximum of \$350.

If this contract meets all of the requirements of the Act and is cancelled after some of the services or supplies have been provided as directed under the terms of this contract, the maximum refund required will be the amount paid under this contract plus any income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required, and in some circumstances permitted by the Act the Provider may retain the value of the services and supplies that have been delivered.

If this contract fails to meet the requirements of ss.40(1) of the Act, the maximum refund required will be the amount paid under this contract plus income earned on the amount paid or that should have been earned on the amount paid if it had been deposited as required. In some circumstances permitted by the Act, the Provider may retain the value of the services or supplies that have been delivered.

The parties have agreed that:

1. This contract is to be drafted only in the English language.
2. The law of the Province of Ontario and the jurisdiction of its courts shall apply to this contract.
3. The parties wish to execute and conclude this contract under the provisions of the Electronic Commerce Act(Ontario)

Purchaser's Declarations and Acknowledgements:

Initial

_____ **Legal authority:** The purchaser declares that he/she is legally authorized to make, or charged with the responsibility for, the arrangements contained in this contract.

_____ **Consumer Information Guide and business price list:** The purchaser acknowledges having received copies of the business price list and the Consumer Information Guide prepared by the BOFS and the Ontario Government.

_____ **Embalming:** The purchaser authorizes the body to be embalmed.

_____ **Disbursements/Third party supplier(s):** The purchaser acknowledges and agrees that the Provider will be acting on behalf of, and only as agent for, the purchaser in obtaining the disbursements from a third party supplier. The purchaser acknowledges that unless other arrangements are made with the Provider, the purchaser will be liable to pay the supplier directly for the supplies or services and agrees to save the Provider harmless from any claims by the third party supplier for payment.

_____ **Possession of Cremated Remains and Refundable Deposit:** By initialing, the purchaser authorizes the Provider to take possession of the cremated remains of the recipient if the purchaser agrees to pay a refundable deposit of \$350 to the Provider. The Provider will retain the cremated remains for one year from the date of cremation. If the cremated remains are not claimed within one year, the Provider may inter the cremated remains in a cemetery, including in a common lot for which the cemetery is the interment rights holder, and the Provider may retain the deposit referred to in this section. If the cremated remains are claimed before they are interred, the operator will refund any deposit paid.

P.X. Dermody Funeral Home is operated by **P.X. Dermody Funeral Home (1989) Limited** which is controlled by **William P. Dermody.**

Licensee (name and licence #) _____ Date
For P.X. Dermody Funeral Home

Purchaser (print & sign) _____ Date

Negotiated by (name and #) if different from above _____ Date
For _____

Purchaser (print & sign) _____ Date

_____ **Contract:** The purchaser acknowledges having received a copy of this contract.
Initial