

**PRE-NEED CONTRACT ADDENDUM**

NAME OF FUNERAL ESTABLISHMENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CONTRACT IDENTIFICATION: \_\_\_\_\_

(Optional: For ease in identifying contracts, you may use any form of identification such as family name, social security number, etc.)

Section 7-405 of the Maryland Morticians and Funeral Directors Practice Act, Md. Code Ann., Health Occ. §§ 7-101 et seq. (the "Act"), provides that 100% of the cost of services, at least 80% of the cost of a casket or casket vault, and 100% of the cost of all other goods under a Pre-Need Contract shall be placed by the Seller of the Pre-Need Contract into an FDIC insured interest bearing escrow account.

Under this preneed contract, the parties agree that the seller will place all moneys received under the contract in the trust or escrow account established under this contract. The seller will place in the trust account 100% of all funds received, notwithstanding any provision of law that permits trusting of an amount less than 100%, or that allows a lesser percentage to be trusted for any specific items. A seller may not withdraw from the account any money received from the buyer unless the services and merchandise have been provided as agreed in the contract, or unless the buyer is entitled to revoke the contract and receive a refund of his/her payments and interest.

This addendum, signed by the parties, is a part of the preneed contract and supersedes any conflicting provision of the contract.

Under this Pre-Need Contract, the costs paid by the Buyer and the amounts that the seller agrees to escrow until performance of the contract, are as follows:

<u>Goods/Services</u>	<u>Total Cost To Be Paid</u>	<u>Percent Escrowed</u>	<u>Amount To Be Escrowed</u>
Services	\$ _____	100%	\$ _____
Casket/Casket Vault	\$ _____	100%	\$ _____
All Other Goods	\$ _____	100%	\$ _____
TOTAL	\$ _____	---	\$ _____

**Section 7-405(e) (3) of the Act provides that, upon termination of a Pre-Need Contract. The Buyer is entitled to a refund of 100% of the total costs paid under the contract for all goods and services, plus accrued interest on the amount escrowed, UNLESS THE CONTRACT HAS BECOME IRREVOCABLE.**

**ACKNOWLEDGMENT**

I understand that this Pre-Need Contract Addendum has been approved by the Maryland State Board of Morticians and Funeral Directors and has been incorporated by reference into every Pre-Need Contract signed in the State of Maryland after July 1, 1997,

I understand that the terms and provisions of this Addendum supersede any and all terms set out in the Pre-Need Contract which conflict with those provided for in this Addendum.

I also understand that if my Pre-Need Contract is an Irrevocable Trust, then the proceeds cannot be refunded to the buyer but can be transferred to another trustee.

I further acknowledge that the terms of this Pre-Need Contract have been fully explained to me and that I understand my rights under this Addendum.

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Seller, (Licensee on behalf of Funeral Home)

\_\_\_\_\_  
Date