

# PRE-NEED CREMATION CONTRACT

## EVERGREEN CREMATORIUM

A division of Independent Cremation Group Ltd.  
230 Ontario Street South, Milton, Ontario, L9T 2M9  
Phone: 905-693-9202 Fax: 905-693-0956  
Licence #4727126-2

SECTION A: INFORMATION ABOUT THE PURCHASER	
1. Full Name (Last, First, Middle)  (the "Purchaser")	2. Relationship to Recipient:
3. Address:  Postal Code:	
SECTION B: INFORMATION ABOUT THE RECIPIENT	
1. Full Name (Last, First, Middle)  (the "Recipient")	2. Gender: <span style="float: right;">SIN#</span>
3. Address:  Postal Code:	4. Date of birth (d/m/y):
SECTION C: SERVICES	
Services Purchased (with detailed description)	Price
Cremation:	
	HST:
	<b>Total Amount Due:</b>

SECTION D: PURCHASER ACKNOWLEDGEMENTS	
1. <b>Implants.</b> The cremation cannot occur if there is a pacemaker or radioactive implant in the body. <ul style="list-style-type: none"> <li>• The Purchaser confirms that the Recipient has no pacemaker or radioactive implant. OR</li> <li>• The Purchaser will authorize the funeral home or its agents to remove such implanted devices.</li> </ul>	Initials: <input type="checkbox"/>
2. <b>Consumer Information Guide and Crematorium Price List.</b> The Purchaser acknowledges receiving a copy of the Ontario Government's Consumer information Guide (where made available by the Registrar) and the Crematorium's price list at the time of entering into this contract.	Initials: <input type="checkbox"/>
3. <b>Crematorium By-Laws.</b> The Purchaser acknowledges that the Crematorium is governed by by-laws, that a copy of the by-laws is available from the Crematorium for review and that the Crematorium has offered to provide the Purchaser with a copy of its by-laws.	Initials: <input type="checkbox"/>
4. <b>Cancellation/ Refund:</b> The Purchaser acknowledges that the Crematorium has provided the Purchaser with an explanation of cancellation rights and refund entitlements that the Crematorium has included in the contract and an explanation of the cancellation rights and refund entitlements under the Act.  The Purchaser designates _____ as the person entitled to cancel the contract and receive the refund under the contract.	Initials: <input type="checkbox"/>
5. <b>Contract.</b> The Purchaser acknowledges having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the Crematorium in accordance with the contract's terms and conditions.	Initials: <input type="checkbox"/>

This contract is between the Purchaser and Independent Cremation Group Ltd., c.o.b. Evergreen Crematorium (the "Crematorium") concerning crematorium services.

**Payment Terms:** Payment in full is due upon signing this contract. There will be a charge of \$25.00 for any non-sufficient funds (NSF) cheques returned by the bank. Any costs of collection shall be the responsibility of the Purchaser.

**Fulfilling the Contract and Excess Funds – Trust:** At the time of need, the price of the agreed-upon services will be calculated based on the Crematorium's price list in effect at that time, plus applicable taxes. The pre-payment amount, plus the income earned (the "Trust Funds"), will be applied to the cost of the services and applicable taxes. If the Trust Funds are less than the cost of the services and applicable taxes, no further payment will be required. Increases to taxes or fees imposed by the federal, provincial or municipal governments now or in the future may be owing in addition to the Trust Funds. If the Trust Funds are more than the cost of the services and applicable taxes, the excess amount will be paid to the person entitled under the contract to receive the payment.

**Investment:** Within 35 days of the date of each payment by the Purchaser, the payment(s) shall be deposited into trust and held in individual guaranteed investment certificate. The Purchaser may request from the Crematorium a statement, once in each 12 month period, setting out the current value of the individual trust account as of the end of the prior month and the name of the eligible depository of any account in which trust money in the individual trust account is deposited. Any request for information made the Purchaser shall be made in writing and delivered to the Crematorium. The Crematorium shall provide the Purchaser with the requested information within 10 business days of receipt of such request. The Purchaser acknowledges that the Crematorium may, at least 30 days after the date of this contract, retain the cancellation fees allowed by law (10% of the contract price (or the amount paid, whichever is lower) to a maximum of \$350.00 as at the date of this contract), which amount need not be deposited into trust. The amount retained shall be applied to any amount payable to the Crematorium on cancellation of this contract.

Funeral Home: \_\_\_\_\_

**Provision of Services:** The services described in this contract will be provided within 72 hours after the body is received by the Crematorium in accordance with the Crematorium's by-laws. All services will be provided at the Crematorium.

**Documentation.** The cremation cannot occur unless an Ontario Coroner's Cremation Certificate and a burial permit issued by the Registrar General showing that the death has been registered have been provided to the Crematorium.

**Waiver of Time Limit:** If the Recipient dies within 30 days of the date of this contract, the Purchaser hereby authorizes and consents to the provision of services within 30 days of the date of this contract, and agrees that all services described in this contract are required for the disposition of human remains within 30 days of the date of this contract. The Purchaser acknowledges that he/she will no longer be entitled to cancel this contract in accordance with Section 42 of the *Funeral, Burial and Cremation Services Act, 2002* (the "Act") once the services have been provided.

**Cremation Container:** The body is always cremated in the casket or cremation container as received by the Crematorium. The cremation cannot occur if the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic. It is the Purchaser's responsibility to instruct the funeral establishment or transfer service operator, or others, to deliver the body in a casket or cremation container which is suitable for cremation.

**Implants:** The Purchaser acknowledges that an implant heart pacemaker or other implant radioactive devices could explode during the cremation process. If such a device is present, the Purchaser must instruct the funeral establishment or transfer service operator, or others, to remove it before the Recipient is delivered to the Crematorium for cremation. In the event the Purchaser fails to notify the funeral establishment or transfer service operator, or any others responsible for the removal of such a device, the Purchaser shall be liable for any damages to the Crematorium or injury to the crematorium staff.

**Scattering and Co-Mingling of Cremated Remains:** The Crematorium will not without the written and signed consent of the Purchaser co-mingle the cremated remains of more than one person. The Purchaser understands and accepts that as a result of authorizing the scattering of cremated remains within a scattering ground, the cremated remains will not be retrievable, and the cremated remains will be co-mingled with other cremated remains.

**Warranties:** The Crematorium warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties provided for in this contract shall not survive the completion of this contract.

**Substitution of Services:** The Crematorium will make reasonable efforts to provide the services described in this contract. If a substituted service must be provided, the Crematorium will advise the Purchaser of the proposed substitution and whether the proposed substitution is of equal or greater value than the original service. The Crematorium will inform the Purchaser of the Purchaser's cancellation rights and determine if the Purchaser wishes to cancel the contract, and shall not increase the purchase price as a result of the substitution, if the Purchaser does not cancel the contract.

**Cancellation:** The Purchaser's cancellation rights are set out in sections 41, 42, 43, 44, 45, and 46 of the Act and in sections 137, 138, 139, 140, 141, 142, 143, and 144 of the Regulations, which are hereby incorporated by reference. The Purchaser, or someone designated in the contract by the Purchaser, may cancel this contract by providing written notice of the cancellation to the Crematorium. The Crematorium will issue any refund owing within 30 days of the receipt of the written notice of cancellation. The amount of the refund to which the Purchaser shall be entitled will depend on the timing of the delivery of the notice of cancellation and whether or not services have been provided by the Crematorium.

**No Liability:** The Crematorium is responsible only for its own employees, and not for any person engaged by the Crematorium as agent for the Purchaser. The Crematorium shall not be liable for damages for any loss incurred by the Purchaser or the Recipient's Estate if the cremated remains, urns, or their contents are lost, damaged or misdirected by the carrier or the receiver.

**Privacy:** The Purchaser acknowledges that in the course of the Crematorium carrying out the terms of this contract, "personal information", as that term is defined in the *Personal Information Protection and Electronic Documents Act* will be provided by the Purchaser to the Crematorium. The Crematorium agrees to collect, use and disclose such personal information only in accordance with applicable law. The personal information provided to the Crematorium is used only for the Crematorium's internal purposes and is not distributed to third parties for any other commercial purpose, except as required to carry out the terms of this contract. The Crematorium shall keep all such information in strict confidence and shall only disclose such information if required by law. The Crematorium shall only use such information for the purposes set forth herein unless the Purchaser provides the Crematorium with his/her consent to do otherwise.

**Binding Agreement:** This contract is binding on the Purchaser and the Crematorium and their respective heirs, executors, administrators, successors and assigns, and will be governed by the laws of the Province of Ontario. If there is more than one Purchaser, the obligations of the Purchasers under this contract are joint and several.

The Purchaser acknowledges having reviewed the contract's terms and conditions and hereby confirms that the crematorium services specified in this contract (including the attached payment schedule, if applicable) are complete and correct. The Purchaser hereby directs the Crematorium to proceed with the crematorium services as identified in the contract in accordance with the Crematorium's by-laws which are now or at any time hereafter in force.

\_\_\_\_\_  
Purchaser (Print Name and Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser (Print Name and Signature)

\_\_\_\_\_  
Date

**ACCEPTED** on behalf of the Crematorium by:

\_\_\_\_\_  
Licensee Name

\_\_\_\_\_  
Licence #

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

Funeral Home: \_\_\_\_\_