



**ADDITIONAL TERMS AND CONDITIONS  
OF THE  
PRENEED FUNERAL CONTRACT**

**1. FUNERAL PURCHASE.** By paying to the Funeral Home the Total Purchase Amount listed at the bottom of the front page of the Preneed Funeral Contract (the Contract"), the Purchaser has purchased and the Funeral Home has sold the funeral services and merchandise listed on the front page of this Contract. The funeral services and merchandise will be provided upon the death of the Purchaser. Future references to the "Purchaser" shall include the "Beneficiary" if the name of the Beneficiary is filled in on the front page of the Contract.

**2. GUARANTEED PRICE.** The Funeral Home guarantees to the Purchaser that the price for the funeral services and merchandise listed on the front page of the Contract (exclusive of the cash advance items) shall not exceed the Total Purchase Amount plus all net earnings of the Trust Account up to the time of the funeral. Upon the death of the Purchaser, the Funeral Home shall provide or arrange for the delivery of the funeral services and merchandise listed on the front page of the Contract (or shall provide or arrange for the delivery of comparable merchandise and services if the exact merchandise and services are not reasonably available to the Funeral Home at the time of death of the Purchaser) without regard to the actual cost of such merchandise and services prevailing at the time of performance. If the prevailing price of the cash advance items at the time of performance is in excess of the amount paid for the cash advance items plus any net earnings that accrues on such amount, the next-of-kin or the estate of the Purchaser may be required to pay additional funds for such cash advance items.

**3. RELOCATION OUTSIDE OF SERVICE AREA.** If the Purchaser relocates outside of the Funeral Home's service area, the Purchaser may exercise the limited right of revocation in Section 7 below or have the Trust Account transferred to another funeral home selected by Purchaser's next-of-kin.

**4. IMPOSSIBILITY OF PERFORMANCE.** If the Funeral Home shall be prevented from performing the services or supplying the merchandise under this Contract by reason of an act of God, the public enemy, strike, riot, insurrection, termination of the Funeral Home's business, loss of Funeral Home's license to perform funerals in Wisconsin, or any other cause, the Wisconsin Funeral Directors Association, upon consultation with the Purchaser or the Purchaser's next-of-kin, may select a new funeral home to assume all the obligations of the Funeral Home under this Contract. In the event an alternate funeral home is selected in accordance with this provision, the alternate funeral home shall be entitled to payment under this Contract.

**5. LIMITED RIGHT OF REVOCATION.** The parties agree that \$2,500.00 of the aggregate price for the service items listed in Sections I, II, III and V of the Contract (or the entire amount of those items if the aggregate price is less than \$2,500.00), plus all income earned by the Trust Account, shall be non-refundable to the Purchaser. Any amount paid for these service items above \$2,500.00, plus the amounts paid for the items of merchandise listed in Section IV and the cash advance items listed in Section VI, shall be refunded to the Purchaser if the Purchaser revokes the Contract. Although the Irrevocable funds are not refundable to the Purchaser, they may be transferred to another funeral home upon the written demand of the Purchaser.

**6. LIMITATION OF LIABILITY.** Except for the Funeral Home's obligation to provide services and merchandise, Funeral Home shall not be liable to Purchaser for an amount of money greater than the total amount of the Trust Account.

**7. INTEGRATION.** This Contract constitutes the entire agreement between the Purchaser and the Funeral Home and supersedes all communications, representations; and other agreements, whether oral or written, between them relating to the subject matter of this Contract.

**8. PRICE LISTS.** The Purchaser acknowledges the he/she was presented with the General Price List and if necessary the casket and vault prices lists, prior to discussing prices, services, or merchandise.

**CHARGES ARE ONLY FOR THOSE ITEMS THAT YOU SELECTED OR THAT ARE REQUIRED. IF WE ARE REQUIRED BY LAW OR BY A CEMETERY OR CREMATORY TO USE ANY ITEMS, WE WILL EXPLAIN THE REASONS IN WRITING BELOW. LEGAL OR OTHER REQUIREMENTS \_\_\_\_\_**

**IF YOU SELECTED A FUNERAL THAT MAY REQUIRE EMBALMING, SUCH AS A FUNERAL WITH VIEWING, YOU MAY HAVE TO PAY FOR EMBALMING. YOU DO NOT HAVE TO PAY FOR EMBALMING YOU DID NOT APPROVE IF YOU SELECTED ARRANGEMENTS SUCH AS A DIRECT CREMATION OR IMMEDIATE BURIAL. IF WE CHARGED FOR EMBALMING, WE WILL EXPLAIN WHY BELOW.**

FAMILY AUTHORIZATION

PUBLIC VIEWING

OTHER

# Roseberry's Funeral Home and Crematory

J. A. (Toby) Roseberry

J. E. (Jake) Roseberry

PO Box 620 512 Main Street Friendship, Wisconsin 53934 Phone: 608-339-3551

## GENERAL PRICE LIST

These Prices are Effective as of January 1, 2007 (subject to change without notice) The goods and services shown below are those we can provide to our customers. You may choose only the items you desire. However, any funeral arrangements you select will include a charge for our basic services and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

<b>BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF</b> Our charge includes funeral counseling, necessary arrangements, recording vital statistics, securing permits, filing and obtaining death certificates and other forms and claims, preparation of necessary notices, and coordination of service plans with parties involved in the final disposition of the deceased. This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. This fee is already included in our charges for direct cremations, immediate burials and forwarding or receiving remains.	<b>\$1990</b>
<b>EMBALMING:</b> Expect in certain special cases, law does not require embalming. Embalming may be necessary, however, if you select certain funeral arrangements, such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial.	<b>\$525</b>
<b>OTHER PREPARATION OF REMAINS –</b> Post embalming care which includes dressing, placing the body in a casket, restorative art, cosmetics and beautician.	<b>\$275</b>
<b>USE OF FACILITIES AND EQUIPMENT:</b>	
Funeral Ceremony (Conducted at Funeral Home)	<b>\$300</b>
Visitation & Viewing (Conducted at Funeral Home)	<b>\$220</b>
Memorial Services (Conducted at Funeral Home)	<b>\$300</b>
<b>USE OF STAFF AND EQUIPMENT:</b>	
Funeral Ceremony (Conducted at another facility)	<b>\$300</b>
Visitation & Viewing (Conducted at another facility)	<b>\$220</b>
Memorial Service (Conducted at another facility)	<b>\$300</b>
Graveside Services	<b>\$225</b>
<b>TRANSFER OF REMAINS TO FUNERAL HOME:</b> (within 40 mile radius)	<b>\$225</b>
<b>AUTOMOTIVE EQUIPMENT:</b> (within 40 mile radius)	
Casket Coach (Hearse)	<b>\$275</b>
Utility Van	<b>\$90</b>
<b>MISCELLANEOUS MERCHANDISE:</b>	
Acknowledgement Cards	<b>\$30</b>
Visitors Register Book	<b>\$35</b>
Memorial Cards	<b>\$35</b>
<b>OTHER:</b>	
Crematory Fee	<b>\$600</b>
Cremation Container	<b>\$50</b>
<b>CASKETS: (Range of Prices)</b> (A complete price list will be provided at the Funeral Home)	<b>\$ 375 to \$ 6,621</b>
<b>OUTER BURIAL CONTAINERS: (Range of Prices)</b> (A complete price list will be provided at the Funeral Home)	<b>\$ 650 to \$ 2,735</b>
<b>FORWARDING OF REMAINS TO ANOTHER FUNERAL HOME:</b> This charge includes local removal of remains, basic services of staff, necessary authorizations, embalming, and local transportation (but not shipping charges or staff for visitation).	<b>\$ 850</b>

<b>RECEIVING OF REMAINS FROM ANOTHER FUNERAL HOME:</b> This charge includes basic services of staff, personal and facilities for funeral services or church services, local transportation to funeral home and hearse (local) to cemetery or crematory.	<b>\$ 1,305</b>
<b>CREMATION PRICE LIST (Range of Prices)</b>	<b>\$1,195-\$1,995</b>
<b>DIRECT CREMATION (Prepaid Price Guar. Funeral Trust)</b>	<b>\$1,195</b>
<b>DIRECT CREMATION</b>	<b>\$1,995</b>
<b>MEMORIAL SERVICE</b>	<b>\$2,600</b>
<b>TRADITIONAL SERVICE</b>	<b>\$4,437</b>
<b>IMMEDIATE BURIALS (Range of Prices)</b>	<b>\$1,995 – 2,425</b>
<b>IMMEDIATE BURIAL with Cloth Casket</b>	<b>\$ 2,425</b>
<b>IMMEDIATE BURIAL with Container provided by Client</b>	<b>\$ 1,995</b>

### **Credit Policy of Roseberry's Funeral Home**

1. **Cash Advances** - All cash advances must be paid before the time of the service or cremation.
2. **Payment Policy** - At our discretion, **if after 60 days account inactivity**, or if a balance is still owed after a period of one year, the bill will be turned over to a collection agency.

### **Policy for M.A. Paid Funerals**

Visitation:	One hour immediately preceding the funeral
Service:	Monday thru Friday, 10 a.m. or 11 a.m.
Committal:	Concludes at the funeral home
Stationary :	Simplicity package (plain guest book, Mem Cards (no pictures), 50 thank you cards)
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Hearse/ Committal Service	\$200
Extra Memorial Cards	\$ 35 per 100
oversized products	Family pays for any oversized products
Stationary Package:	\$100 Memorial Book, Cards, Thank You, Candle, Wall Picture
Slideshow	\$15 per DVD (minimum order 2 dvd's)

If the family selects items that exceed either the \$1500 funeral home allowance or the \$1000 cemetery allowance – the family will have to pay the difference before the day of the funeral.

## ***Instructions for completing the Cremation Trust Paperwork***

Items that need your attention are highlighted in grey

- ✓ Type in Name of person trust is for on top of page
- ✓ Select an one of the two urns listed
- ✓ You can add the Coroner Cremation Permit and order death certificates if you wish
- ✓ Complete “Person whom cremation trust is for” section

Print completed form.

Enclose a check for the “Total Purchase Amount” made out to:

Roseberry's Funeral Home  
PO Box 620  
Friendship, WI 53934

After we receive the trust back from the bank, we will send you a copy of completed trust agreement.

Thank you for choosing Roseberry's Funeral Home