

CONTRACT FOR CREMATION – PRE-NEED

INFORMATION ABOUT THE RECIPIENT

Name: _____
(First) (Middle) (Last)

Address: _____
(Unit/Apt. #) (Street #) (Street Name) (City) (Prov.) (Postal Code)

SIN: _____ Date of Birth: _____ Place of Birth: _____
(Month/Day/Year) (City, Prov or Country)

Sex: ☐ F ☐ M Phone: _____ Email: _____

INFORMATION ABOUT THE PURCHASER (IF DIFFERENT FROM THE RECIPIENT)

Name: _____
(First) (Middle) (Last)

Address: _____
(Unit/Apt. #) (Street #) (Street Name) (City) (Prov.) (Postal Code)

Phone: _____ Date of Birth: _____ SIN: _____
Month/Day/Year

Relationship to Recipient: _____ Email: _____

TERMS OF SERVICES

- Collective Name:** The provider of this contract operates under the name of Woodland Cemetery, Mausoleum, and Crematorium, owned as operated by St. Paul's Cathedral, London, under the General Synod of the Anglican Church of Canada, Diocese of Huron, and for the purpose of this contract will be collectively referred to as **Woodland Crematorium**.
- Fulfilling this Contract and Excess Funds:** At the time the services and supplies are provided, the price of the supplies and services requested under this contract will be calculated based on the price list in effect on the date of this contract plus applicable taxes. If on the date of the delivery of supplies or services, the payments of this pre-need contract have not been paid in accordance with the payment terms set out on this contract, any payment(s) made plus interest earned thereon will be considered as a deposit toward the total price of supplies, services, disbursements and applicable taxes in effect on the date of delivery, and any balance owing will be payable in accordance with the payment terms set out in the at-need contract at that time. Increases to taxes or fees imposed by the Federal, Provincial or Municipal Governments since this pre-need contract was completed, may be owed in addition to the payment and income accrued. Any pre-payments made towards supplies, services, applicable taxes, and income accrued within a trust account will be used as a payment towards the balance of requested supplies and services. If the amount present in the trust account is more the total amount owed on the delivery of supplies and services, the excess amount will be returned to the estate of the recipient. Excess funds are only returned if the excess is over twenty-five dollars. If the payment and income earned in the trust account is less than the total price of services, supplies, and any applicable taxes at the time of delivery, no further payment will be required.

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3. **Payment Terms:** The Purchaser agrees to pay the total contract amount in full at the time of signing this contract. Payment can be made in person by a credit or debit card, by providing a cheque with this contract, or by e-transfer at the time of signing.
4. **Delivery Time and Location:** The services and supplies contained in this contract will be delivered following the death of the Recipient at 493 Springbank Drive, London, Ontario or at times and locations as agreed between Woodland Crematorium, its agents, and the Recipient's legal representative.
5. **Value of Trust Once per Year:** Once in a year, if the Purchaser requests, Woodland Crematorium will provide information about the amount in trust and how it is invested. If the money is invested in an individual trust account, the Purchaser will receive a statement that provides: the current value of the account(s) as of the end of the month before the request, the name of the depository, and the name or type of investment in which the payment(s) have been placed. If the money is invested in a pooled trust account, the Purchaser will receive a statement that provides: the current value of the Purchaser's money as of the end of the month before the request, and name of the trustee holding the investment.
6. **Permitted Administrative Fee:** Woodland Crematorium does not retain the prescribed administrative of 10% of the contract price (or amount paid, whichever is lower) up to a total of \$350 at the time of signing the contract. The administrative fee will only be charged in the event of cancellation after 30 days of the date of the contract and will be the amount of 10% of the total value of the amount paid on the contract plus interest earned up to a maximum of \$350.
7. **Cancellation Rights:** The Purchaser's cancellation rights are set out in section 41-46 of the Funeral, Burial, and Cremation Services Act 2002 ("the FBCSA") and sections 137-144 of Ontario Regulation 30/11, made under the FBCSA, which are hereby incorporated by reference. The Purchaser may provide a written list of other persons who may cancel this contract, and the circumstances within which that may occur, to Woodland Crematorium on or before the date on which the services are provided. The Purchaser, or someone designated in the contract by the Purchaser, may cancel this contract within 30 days by providing written notice of the cancellation to Woodland Crematorium and receive the amount paid back in full. If the Purchaser, or someone designated in the contract by the Purchaser, cancels this contract after 30 days by providing written notice of cancellation to Woodland Crematorium, the amount refunded will be the total paid, plus interest earned, and an administration fee of 10% up to a maximum of \$350, of the amount paid plus interest earned, will be charged. Woodland Crematorium will issue any refund owing within 30 days of the receipt of the written notice of cancellation. If this contract fails to meet the requirements of the FBCSA, 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 FBCSA, Woodland Crematorium may retain the value of services or supplies that have already been delivered and the amount of the refund if any to which the Purchaser or Recipient 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 Woodland Crematorium.

The following individuals may cancel this contract and receive the refund before the services are delivered:

- i. Before the death of the Recipient, the Purchaser or a person designated in this contract by the Purchaser may cancel this contract at any time and receive the refund.
- ii. Before the death of the Recipient, but after the death of the Purchaser, the Recipient or the Recipient's personal representative or a person designated in this contract by the Purchaser may cancel this contract at any time, and Recipient is entitled to receive the refund.
- iii. After the death of the Recipient, the Recipient's personal representative or a person designated in this contract by the Purchaser may cancel this contract at any time prior any services or supplies being provided, and the Recipient's Estate is entitled to the refund.

In the event that one or more services or supplied on the contract are cancelled at the time of delivery, the original pre-need contract will be cancelled, and the value of the remaining pre-need items will be applied towards the current price and applicable taxes of the services and supplies requested. Any difference will be due at the time of delivery. The value of the pre-need contract will be determined by the principal amount and interest earned on the invested amount.

9. **Investment:** Within 35 days, the payment(s) to Woodland Crematorium will be placed and held in a pooled trust fund or an individual trust account for the Purchaser until the services and supplies are provided or this contract is cancelled and a refund is issued in accordance with the terms of this contract. If the money is invested in a pooled trust account, the money will be invested and held by a third-party trustee. If the money is invested in an individual trust account, the money will be held with Guaranteed Funeral Deposits ("GFD"), a fraternal society licensed under the Insurance Act, who will hold the funds in an interest bearing account.
10. **Provision of Services and Supplies:** The Purchaser acknowledges that the services and supplies described in this contract must be provided within 5 days of Woodland Crematorium receiving the body of the deceased, or as soon as practicable and in accordance with Woodland Crematorium's by-laws.

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11. **Substitution of Services or Supplies:** Woodland Crematorium will make reasonable efforts to provide the services and supplies described in this contract. If a substituted service or supply must be provided, Woodland Crematorium will advise the Purchaser of the proposed substitution and whether the proposed substitution is of equal or greater value than the original service or supply. Woodland Crematorium shall inform the Purchaser of their cancellation rights and determine if the Purchaser wishes to cancel the contract. If the Purchaser does not cancel the contract, the contract shall not be increased as a result of a substitution.
12. **Required Documentation:** The cremation cannot occur unless Woodland Crematorium has received a signed Contract for Cremation, an Ontario Coroner's Cremation Certificate, and a Burial Permit issued by the Registrar General showing that the death has been registered. These documents will be kept for a minimum of six (6) years.
13. **Implants and Hazardous Materials:** By law, (a) remains shall not be cremated: if (i) the body has a pacemaker; (ii) the body has a radioactive implant unless two years has passed since the body received the implant or a lesser time has passed since the implant was placed in the body and it is considered safe to cremate the remains in accordance with applicable guidelines; or (iii) the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic other than incidental metal used in the construction of the casket or accompanying material, as these substances may endanger the health and safety of crematorium staff; and (b) unless a certificate issued by the coroner authorizing the cremation has been received by Woodland Crematorium.
14. **Consumer Guide, Price List & By-Laws:** The Purchaser has received and will abide by the current crematorium by-laws established to govern Woodland Crematorium, in which rights have been granted, and as may be amended in accordance with the FBCSA. The Purchaser has received a copy of the Bereavement Authority of Ontario Consumer Information Guide and a copy of the current crematorium price list.
15. **Privacy:** The Purchaser acknowledges that in the course of Woodland Crematorium providing the supplies or services contracted for, "personal information" as that term is defined in the Personal Information Protection and Electronic Document Act, will be provided by the Purchaser to Woodland Crematorium. Woodland Crematorium agrees to collect, use and disclose such personal information only in accordance with applicable law. The personal information provided to Woodland 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. Woodland Crematorium shall keep all such information in strict confidence and shall only disclose such information if required by law. Woodland Crematorium shall only use such information for the purposes set forth herein unless the Purchaser provides Woodland Crematorium with his/her consent to do otherwise.
16. **No Liability:** Woodland Crematorium is responsible only for its own employees and agents and not for any person engaged by the Crematorium as an agent for the Purchaser. Woodland Crematorium shall not be liable for any damages or losses 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 receiver.
17. **Binding Agreement:** This contract is binding on the Purchaser and Woodland 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.
18. **Warranties:** Woodland Crematorium warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties provided in this contract shall not survive the completion of this contract.
19. **Contract:** The Purchaser acknowledges having received a copy of this contract and will assume full responsibility for payment of the total contract amount to Woodland Crematorium in accordance with the contract terms and conditions.
20. **Possession of Cremated Remains and Refundable Deposit:** The purchaser authorizes the Provider to take possession of the cremated remains of the recipient. Upon request of Woodland Crematorium, the purchaser agrees to pay a refundable deposit of \$350 to Woodland Crematorium. Woodland Crematorium will retain the cremated remains for one year from the date of cremation. Where instructions for the disposition of the cremated remains have not been arranged one (1) year following the cremation, the cremated remains may be interred in a common grave and an invoice will be forwarded to the Purchaser for the prevailing charge prescribed in the FBCSA. I understand that a "Common Grave" is an area within the cemetery where unclaimed cremated remains are buried. No memorials may be placed. Woodland Crematorium does not guarantee that any particular container or urn can be retrieved from the Common Grave at a later date and that this process may be irreversible. Woodland Crematorium 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.

The Purchaser acknowledges having reviewed the Terms of Service and hereby confirms that crematorium services specified in this contract (including the attached payment schedule, if applicable) are complete and correct. The Purchaser hereby directs Woodland Crematorium to proceed with the services as identified in this contract in accordance with Woodland Crematorium's by-laws, the Funeral, Burial, and Cremation Services Act 2002, and any other applicable laws.

Purchaser's Initials _____

AGREEMENT

I have thoroughly read and understood the information provided in this agreement, and I confirm that it is accurate and correct to the best of my knowledge and belief. I agree to absolve the Crematorium and the Managing Funeral Director, Transfer Services Operator, or Crematorium Operator, and its agents from any loss or liability that may arise as a result of the information provided in this document.

Furthermore, I accept full responsibility for any payments and outstanding balances owed relating to this contract and the requests made herein.

PAYMENT INSTRUCTIONS

Payment can be made using the following methods:

1. In person by visiting Woodland Cemetery, using credit card, debit card, cheque, money order, or cash, and in the accompaniment of this document.
2. By e-transfer using address: treasurer@woodlandcemetery.on.ca, with this document being faxed to **519-471-9142** or sent by email to treasurer@woodlandcemetery.on.ca
3. By mail, with this document and a cheque or money order for the balance owed.

Payment must be received within 30 days. If no payment is received within 30 days this contract will be considered unenforceable and will be voided.

SERVICES TO BE PROVIDED:

Cremation Fee:	\$	Office use only:
Witness:	\$	Invoice Reference #:
	\$	Policy #:
Subtotal:	\$	Date of Payment:
HST # 108035965RT0001:	\$	Method of Payment:
BAO Consumer Protection Fee:	\$	TOTAL PAID:
TOTAL:	\$	Balance Owing

Purchaser's Name

Purchaser's Signature

Date

Licensee's Name

Licensee's Signature

Date

License #

Funeral Home Name