



535 River Road
 Batchewana First Nation, ON P6A 5K9
 705-542-9173
 Licence No. 4733770-2

RIVER'S EDGE CREMATION CENTRE

"Respectfully Serving Sault Ste. Marie and Area"

Contract #. _____

Date. _____

PREPAID CONTRACT

PURCHASER:	RECIPIENT:
Name:	Name:
Address:	Address:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Date of birth:	Date of birth:
Relationship To Recipient:	

DESCRIPTION	TYPE	QUANTITY	PURCHASE PRICE
Cremation	Adult	1	566.37
		HST # R119236271	73.63
		TOTAL DUE	640.00
PAID BY:		AMOUNT PAID	
		AMOUNT OWING	

Note: All fees collected reflect prices during regular business hours.

Payment Terms - The Purchaser agrees to pay the total contract amount in full at the time of signing this Contract.

Delivery time and location: The services or supplies contained in this contract will be delivered following the death of the recipient and at times and locations as agreed between the Provider and the recipient's legal representative.

Investment: Within 35 days, the payment(s) to the Provider, less the “permitted administrative fee” defined below, 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 fund, 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.

Permitted administrative fee: On or after the 31st day after the day on which this contract was made, the Provider may retain 10% of the contract price (or amount paid, whichever is lower) up to a total maximum of \$350, O. Reg30/11s, 140(2). This amount need not be invested in trust and if retained, is a credit against any amount the operator may retain if this contract is cancelled.

Value of Trust Once per Year: Once in a year, if the purchaser requests, the Provider will provide information about the amount in trust and how it is invested. If the money is in an individual trust account, the purchaser will receive a statement that sets out: 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.

Fulfilling this contract and Excess Funds – Trust: At the time the services and supplies are provided, the price of the supplies and services to be provided under this contract will be calculated based on the price list in effect at that time, if included in this contract and prepaid, and applicable taxes will be added.

If this contract has been paid in full in accordance with the terms of payment, the payment required under this contract, plus the income earned, will be applied to the cost of the services, supplies and applicable taxes. If the payment and income earned are less than the cost of the services, supplies and any applicable taxes included in this contract, 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 payment and income earned.

If the payment and income earned are more than the cost of the services, supplies, and applicable taxes, the excess amount will be paid to the person entitled under this contract to receive the payment.

Substitution: the Provider will make reasonable efforts to obtain and provide the services and supplies agreed to in this contract. If the Provider and the person entitled to cancel this contract agree, the Provider may substitute a supply or service, which will be of comparable quality and value, and similar in style, design and construction to, the supply or service that is unavailable. The substitution will be made at no increase in price. If the Provider is unable to obtain and provide a service or supply, the Provider will provide a refund of the sum of the initial amount paid for the supply or service and any income earned on the amount paid. The Provider will inform the person entitled under this contract to cancel this contract, of the refund. This contract may be cancelled in accordance with the terms of cancellation.

Cancellation Rights: The cancellation rights are set out in sections 41, 42, 43, 44, 45, and 46 of the Act and sections 137, 138, 139, 140, 141, 142, 143, and 144 of Ontario Regulation 30, made under the Act. The following summarizes the basic provisions of the law. If there is any conflict between the law and the following summary, the law will supersede.

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

1. 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.
2. 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 the recipient is entitled to receive the refund.
3. 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 to it being fully performed, and the recipient is entitled to receive the refund.

In the event one or more services on the contract are cancelled at the time of delivery, i.e. a full-size interment was contracted for but now the decision to cremate and inter has been made. The original preneed contract will be cancelled and the value of the preneed contract will be applied towards the current price and applicable taxes of the services requested. Any difference will be due at time of delivery. The value of the preneed contract will be determined by the principal amount and interest earned on the value of the principal paid.

Warranties: The Provider warrants that it will provide the services agreed to in this contract to the best of its abilities and as required by Ontario consumer protection legislation.

River’s Edge Cremation Centre will collect, use and disclose your personal information in accordance with the requirements under the Bereavement Authority of Ontario and Ontario Regulation 30/11 for information within the public register. River’s Edge Cremation Centre does not rent or sell personal information to any third party organizations.

Purchaser’s Declarations and Acknowledgements:

- _____ **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.

I have reviewed the contract’s terms and conditions and hereby confirm that River’s Edge Cremation Centre pre-paid services and supplies specified in this contract are complete and correct. I acknowledge that at the time of the delivery of services being contracted for, a meeting with a River’s Edge Cremation Centre representative is required to finalize arrangements and sign applicable documents.

Purchaser (print name)	Purchaser (signature)	Date
Licensee (print name and license #) For River’s Edge Cremation Centre	Licensee (signature)	Date

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