



*An Affiliate of the Funeral Consumers  
Alliance*

911 Cliff Valley Way, NE  
Atlanta, GA 30329  
404-634-2896

[www.memorialsocietyofgeorgia.org](http://www.memorialsocietyofgeorgia.org)

## FUNERAL SERVICES AGREEMENT

This Agreement between \_\_\_\_\_ Funeral Home (FH) located at \_\_\_\_\_ and the Memorial Society of Georgia, Inc., (MSOG), a consumer advocate nonprofit corporation, located at 1911 Cliff Valley Way, Atlanta, Georgia, 30329.

### **TERM**

The term of this agreement shall begin April 1, 2016 or as soon thereafter as signed by both parties. It shall terminate March 31, 2018, unless otherwise agreed. However either party shall have the right to terminate as stated below. This is a new agreement and supersedes the previous agreement, if any, between the parties.

### **AGREEMENTS RELATED TO HONORING THE MSOG MISSION**

In keeping with the MSOG Mission, Vision, and Values FH agrees to insure that:

- A. MSOG members will be provided quality, dignified and economical services, and their survivors will receive no sales pressure (see definition in Section G below) whatsoever to purchase more than the basic packages described in this contract. Members or their survivors may on their own initiative choose to upgrade the merchandise or add services from the General Price List, without sales pressure (see definition in Section G below).
- B. As soon as is practicable after the date of this contract, FH will hold training for all of its employees (and any contractors reasonably likely to interact with MSOG members) at each contracted facility to familiarize them with the MSOG Mission and this Agreement.
- C. MSOG members' names, addresses, phone numbers or other personal information will not be used or shared in any way for solicitations of any kind by FH staff or affiliates, or by any other person or entity.
- D. MSOG member benefits extend to each MSOG member's minor children and minor grandchildren, including minor children for whom the MSOG member serves as legal guardian.
- E. FH will allow the private identifying viewing with 4 or fewer people and of cultural or religious rituals with unembalmed remains.
- F. Family-directed home funerals are a time-honored tradition and FH agrees to accommodate the needs of families who wish to direct their own home funerals.
- G. "Sales pressure" as used in this contract refers to any suggesting, recommending, prompting, urging or encouraging by a FH employee or agent to a MSOG member, or someone making funeral or cremation arrangements for a MSOG member, that the person consider any alternatives to the goods and services specified in the MSOG plans, including but not limited to upgraded caskets, urns, services, and products

offered by FH. MSOG members or their representatives shall have the right to decline viewing displays of caskets, urns or other merchandise. "Sales pressure" does not include having written materials about such available options in the same room where funeral directors meet with MSOG members and/or their representatives and does not include having tangible items associated with such alternatives (such as upgraded caskets or urns)

displayed in the vicinity of such location. However, FH personnel shall not encourage MSOG members and their representatives to consider such alternatives either implicitly or explicitly.

- H. FH will make brochures and information available about MSOG, its plans and prices to nonmembers who may contact its business with inquiries about MSOG. FH is encouraged to promote the benefits of MSOG membership in the communities it serves.
- I. FH prices will be easy to ascertain. The General Price List (GPL) of FH will be in full compliance with the Federal Trade Commission's Funeral Rule and in a format that is clear and easily understandable by the general public.
- J. MSOG may publish FH's prices at any time, place or format, even beside MSOG's own advertised negotiated prices.

### **BENEFITS OF MEMBERSHIP**

FH agrees to grant benefits of this agreement when notice of membership is shown by membership card in person, by electronic conveyance sent, or by confirmation by telephone by a representative of MSOG at any time before FH actually takes possession of the deceased member, regardless of the time when the membership is issued.

### **STANDARD SERVICES**

FH shall provide all of the "MSOG Plans" described below to all MSOG members, and all MSOG Plans shall include the following Standard Services:

- A. FH's non-declinable basic service fee;
- B. Removal of the deceased at any hour of the day or night within a 30-mile service area. Additional mileage will be billed at the rate of \$3.00 per mile one-way. Removal will be made as soon as is practicable in compliance with industry standards, or as requested by the family;
- C. Sheltering of remains/refrigeration for up to 72 hours;
- D. An arrangements conference with survivors;
- E. Procurement and filing of death certificate and all permits required to comply with state and local regulations. FH will also order certified copies of the death certificates as requested by the survivors, and make them available for pickup at cost as a cash advance item and;
- F. Notification of the Social Security Administration of the death.

### **MEMORIAL SOCIETY PLANS**

**Plan 1: Direct cremation:** Includes standard services above, an alternative container, the cremation of remains, and a basic plastic urn for the cremated remains to be picked up by next of kin. The complete price of this package, excluding sales tax is **\$995**.

**Plan 2: Cremation with memorial service:** Includes standard services above, an alternative container, the cremation of remains, and a basic plastic urn for the cremated remains to be picked up by the next of kin. Also includes use of chapel facilities, handling flowers and directing a memorial service at your chapel or a church in your service area of 30 miles, between 9 a.m. and 5 p.m. Monday through Friday. The complete price of this package, excluding sales tax is **\$1495.**

**Plan 3: Immediate Burial without service:** Includes standard services above, a basic cloth-covered casket and delivery of casketed remains between 9 a.m. and 5 p.m. Monday through Friday to a cemetery within your local service area of 30 miles. The complete price of this package, excluding sales tax is **\$1995.**

**Plan 4: Immediate Burial with graveside service:** Includes standard services above, a basic cloth-covered casket and delivery of casketed remains between 9 a.m. and 5 p.m. Monday through Friday to a cemetery within your local service area of 30 miles, and coordinating a graveside service. The complete price of this package, excluding sales tax is **\$2495.**

**Plan 5: Complete Funeral with basic casket:** Includes standard services above, a basic cloth-covered casket and the following services as requested: embalming, dressing, cosmetology, use of the chapel and/or viewing facilities for a 2 hour visitation, directing services at the your chapel or a church, within your local service area of 30 miles between 9 a.m. and 5 p.m. Monday through Friday, handling of any flowers and delivery to a cemetery in the local service area of 30 miles. This plan does not include a procession or a graveside committal. The complete price of this package, excluding sales tax is **\$3995.** Members may choose to substitute another cremation or burial casket and receive a **\$350** credit in lieu of the cloth-covered casket.

#### **COST OF ADDITIONAL GOODS AND SERVICES AVAILABLE**

FH agrees to honor the terms of this agreement even if there are additional services or merchandise desired. The cost of additional services or merchandise, if not in the MSOG Plan selected, will be calculated as listed on the current GPL or Casket/Cremation Container and Outer Burial Container Price List for FH.

#### **NOTIFICATION, RECORDS CHARGE AND DISCLOSURES**

A. FH will remit a \$25 Records Fee to MSOG for each MSOG member served, including reciprocal and transferring members from affiliates of the Funeral Consumer's Alliance, who have signed up for membership prior to contacting the funeral home for removal.

B. FH will deliver to the MSOG office by the 10th of each month full payment for Records Fees and paperwork for the previous month. If the 10th should fall on a weekend or federal holiday, then the Records Fees and paperwork are due in the MSOG office on the next business day.

C. Delivery shall include the Records Fees of the previous month along with required paperwork, which shall include a log sheet summarizing cases served and a copy of each contract for goods and services sold.

D. In addition, if the contract for goods and services does not already contain one or more of the following items, FH shall handwrite in such information on the contract before delivery to MSOG:

- i) An itemization of merchandise and services chosen;
- ii) Name of deceased;
- iii) Deceased's date of birth;
- iv) Name and email address of Responsible Party or Next of Kin.

- v) Date of death;
- vi) MSOG Plan number chosen.

The purpose of these requirements is to enable MSOG's satisfaction survey and to generate market data on our members' needs.

### **PUBLICITY**

In keeping with the MSOG Mission, Vision, and Values it understood that MSOG may publish, in print, electronic format, or any other form, any information, including but not limited to prices, of FH. If MSOG publishes FH prices, MSOG agrees to use numbers in the most current GPL of FH furnished to MSOG but may use any combination of prices or format or form chosen by MSOG.

### **GOVERNING LAW**

This Agreement shall be construed and governed by the laws of the State of Georgia.

### **DEFENSE AND INDEMNIFICATION**

FH shall defend, indemnify, and hold harmless MSOG, its agents, and its employees from and against all claims, suits, damages, losses, and expense, including but not limited to attorneys' fees, arising out of or resulting from FH's provision of goods and services to MSOG members or non-members with reciprocal rights; provided that such claim, suit, damage, loss or expense is not attributable to an intentional or grossly negligent act or omission of MSOG, its agents, or its employees.

### **TIME**

Time is of the essence of this Agreement.

### **TERMINATION**

MSOG may terminate this agreement as follows:

- A. Immediately upon FH's breach of any one or more terms herein;
- B. In the event that FH sells or leases all or any portion of FH's grounds or buildings now occupied by FH facilities;
- C. In the event that FH is sold to a third party;
- D. In the event that FH garners unfavorable publicity such that continuing the relationship with FH has a reasonable likelihood of harming MSOG's reputation; and/or
- E. In the event that FH or a FH employee or representative is found to have violated any law or regulation relating to professionalism or mortuary practices by any federal, state, county or city regulatory agency or other legal authority. MSOG has the sole right at its discretion to determine whether such violation is material and warrants termination.

If this contract between FH and MSOG is terminated for any reason, any funeral planning paperwork that MSOG members have filed with FH shall be returned to the MSOG members at the expense of FH, upon written request of the member. FH will not make copies of this information nor retain any identifying information for living MSOG members.

### **NOTICES**

Any official notices relating to this contract shall be provided in written form, mailed by registered or certified mail, return receipt requested to the following addresses:

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

\_\_\_\_\_  
\_\_\_\_\_

Memorial Society of Georgia, Inc.  
1911 Cliff Valley Way  
Atlanta, GA 30329

**AUTHORIZED SIGNATURES**

The following parties are duly authorized by FH and MSOG to execute this contract in duplicate on behalf of their respective corporations.

***Memorial Society of Georgia, Inc.:***

By: \_\_\_\_\_,

Date \_\_\_\_\_

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

\_\_\_\_\_ Date

By: \_\_\_\_\_