

# Blair - Mazarella Funeral Home

723 CONEY ISLAND AVENUE  
BROOKLYN, NEW YORK 11218

(718) 282-1164

## PRE-NEED FUNERAL AGREEMENT

**A** Date \_\_\_\_\_, 20\_\_\_\_ # \_\_\_\_\_

**Beneficiary** \_\_\_\_\_ Social Security Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

**Purchaser** \_\_\_\_\_ Social Security Number \_\_\_\_\_

(If different from Beneficiary)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_

**Alternative Person** \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Funeral Director** \_\_\_\_\_ Phone # \_\_\_\_\_

Funeral Home \_\_\_\_\_ NYSDOH# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**B** Subject to the terms and conditions set forth herein and the reverse side hereof, Funeral Director agrees to sell and provide and purchaser agrees to buy, the funeral services and merchandise as described on the Pre-Need Itemization Statement hereto at the purchase price set forth in Paragraph C hereof. The funeral services and merchandise shall be provided to the person designated above as the Beneficiary upon his/her death.

**C** The total purchase price of the services and merchandise set forth on the Pre-Need Itemization Statement, including an amount attributable to taxes payable thereon is \$\_\_\_\_\_.  
Purchaser has made an initial payment of \$\_\_\_\_\_. The remaining balance of \$\_\_\_\_\_ will be paid in equal payments of \$\_\_\_\_\_ commencing on the \_\_\_ day of \_\_\_\_\_ 20\_\_ and on the \_\_\_ day of each month thereafter until and including the final due date of \_\_\_\_\_ 20\_\_.

**D** Upon payment in full of the purchase price, the funeral services, merchandise and cash advances set forth on the Pre-Need Itemization Statement:

- will be price guaranteed in the amount of \$\_\_\_\_\_ by Funeral Director as to:
  - all services, merchandise and cash advances will be price guaranteed; or
  - all services and merchandise will be price guaranteed, but cash advances will not be guaranteed; or
  - only services will be price guaranteed.
- will NOT be price guaranteed.

Interest earned on funds set aside for guaranteed items will be paid to the funeral home to offset any increased costs.

**EXCLUSION OF WARRANTIES. The Funeral Director extends no warranties, implied or expressed, as to the merchantability or fitness of purpose for said goods or services. Purchaser shall be limited to the express written warranty, if any, granted by the manufacturer for the goods delivered.**

**E** The Purchaser hereby acknowledges Citigroup Institutional Trust, a trust company organized under the laws of the state of Delaware as the entity authorized and designated by Funeral Director as Escrow Agent which will administer and maintain the Escrow Account pursuant to the Funeral Service Escrow Agreement. The Purchaser acknowledges and agrees that the sole obligations and responsibilities of the Escrow Agent shall be only those specifically provided in the Funeral Service Escrow Agreement. In the event Citigroup Institutional Trust resigns as Agent, Funeral Director, as trustee, will designate a successor Escrow Agent.

**F** Purchaser hereby designates this agreement to be:

- IRREVOCABLE (only for applicants for SSI or Medicaid benefits)**  
NEW YORK LAW REQUIRES THIS AGREEMENT TO BE IRREVOCABLE FOR APPLICANTS FOR RECEIPT OF SUPPLEMENTAL SOCIAL SECURITY BENEFITS UNDER SECTION TWO HUNDRED NINE OF THE SOCIAL SERVICES LAW OR OF MEDICAL ASSISTANCE UNDER SECTION THREE HUNDRED SIXTY-SIX OF THE SOCIAL SERVICES LAW, AND FOR THE MONEYS PUT INTO A TRUST UNDER THIS AGREEMENT TO BE USED ONLY FOR FUNERAL AND BURIAL EXPENSES. IF ANY MONEY IS LEFT OVER AFTER YOUR FUNERAL AND BURIAL EXPENSES HAVE BEEN PAID, IT WILL GO TO THE COUNTY. YOU MAY CHANGE YOUR CHOICE OF FUNERAL HOME AT ANY TIME.

**REVOCABLE**  
This Agreement is revocable by either party upon written notice to the other at any time prior to the death of the beneficiary.

**THE PURCHASER HEREIN ACKNOWLEDGES THAT HE HAS READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the Funeral Director and the Purchaser have executed this Agreement, intending to be legally bound, the day and the year first above written.

FUNERAL DIRECTOR \_\_\_\_\_

License Number \_\_\_\_\_

PURCHASER \_\_\_\_\_