

Tranquility Burial & Cremation Services Inc. Licence #TS-1593

872 Concession Street, Hamilton, ON L8V 1E5

Telephone (905) 777 1700 hamilton@tranquilitycremation.com www.tranquilitycremation.com

Name: _____
 ("Purchaser")
 Address: _____
 Address: _____
 Telephone: _____
 e-mail: _____
 Relationship to Recipient: _____

Name: _____
 ("Recipient")
 Address: _____
 Address: _____
 Date of death: _____
 Place of death: _____
 Date of birth: _____

This contract is between the purchaser and the Provider ("the parties") concerning transfer services and supplies and is subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* ("the Act").

SERVICE DESCRIPTION: _____

PROFESSIONAL & STAFF SERVICES

Consultation with licensed staff _____
 Documentation – permits, forms, etc. _____
 Transport remains - initial (75 km) _____
 Facilities for shelter of remains _____
 Transport remains - additional (_____ km) _____
 Transfer surcharge _____

SUPPLIES (manufacturer, model, description)

Casket: _____

 Urn: _____

OTHER SERVICES OR SUPPLIES

Total Services and Supplies (A) _____

DISBURSEMENTS (Estimate Incl Taxes)

Coroner's fee _____
 BAO Consumer Protection Fee _____
 Municipal death registration fee _____
 Other: _____
 Other: _____
 Other: _____
 Other: _____
 Other: _____

Total Disbursements (Taxes included) **(C)** _____

Total Services and Supplies (A) _____

13% HST 866479165 (B) _____

Total Disbursements (Taxes included) **(C)** _____

Credit Card fee (2.4 %) (D) _____

Total (A+B+C+D) _____

Amount Paid _____

Amount Owing _____

Delivery time and location: The services or supplies contained in this contract will be delivered as outlined below. It is understood that some decisions may be made or changed subsequent to this contract. By signing this contract, the purchaser consents to the delivery of supplies and services within 30 days; any refund to be issued should contract be cancelled will be reduced by the value of supplies and services already delivered.

Event	Date	Time	Location

Warranties: The Provider warrants that it will provide the services agreed to in this contract to the best of its abilities. The warranties granted in connection with the supplies provided as part of this contract are the express written warranties, if any, extended by the manufacturer of such supplies, and as required by Ontario consumer protection legislation.

Payment terms: Unless otherwise specified, payment is due by the day the services are completed after which interest will be charged on any overdue amount at the rate of 1.5% per month (18 % per annum) until the date payment is made in full.

Failure to pay: If the purchaser fails to make payment within the time period set out in this contract, collection action may be taken against the purchaser; the provider may hire a collection agency to collect the amount owing, including interest charges. Not limited to any court fees and lawyer fees associated with collection in Ontario Small Claims Court.

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.

Commissions and Benefits: The Provider will receive consideration or benefit from the following third party suppliers for referrals or recommendations: St. Johns Cemetery (up to \$40.00), Holy Cross Cemetery (up to \$40.00).

Cancellation Rights: 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.

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 thereon or that should have been earned if it had been deposited as required, and in some cases 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 thereon or that should have been earned if it had been deposited as required. In some cases permitted by the Act, the Provider may retain the value of the services or supplies that have been delivered.

Customized supplies: Any supplies that are customized may not be cancelled after the customization has been started; this includes but is not limited to, urns, monuments, grave markers, memorial cards, etc. The purchaser may cancel these items before the customization has been started, and will receive a full refund of any money paid toward this item.

Purchaser's Declarations and Acknowledgements:

Initial

_____ **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 Price List: The purchaser acknowledges having received a copy of:

_____ the Provider's price list, AND,

_____ the Consumer Information Guide prepared by the Bereavement Authority of Ontario, OR

_____ an electronic version of the Consumer Information Guide: The purchaser agrees to receive an electronic copy of the guide prepared by the Bereavement Authority of Ontario, at the following email address: _____.

The CIG is available on the BAO's website at: <https://thebao.ca/for-consumers/consumer-information-guide/>

_____ **Disbursements/Third party supplier(s):** The purchaser acknowledges and agrees that the Provider will be acting on behalf of, and only as agent for, the purchaser in obtaining the disbursements from a third party supplier. The purchaser acknowledges that unless other arrangements are made with the Provider, the purchaser will be liable to pay the supplier directly for the supplies or services and agrees to save the Provider harmless from any claims by the third party supplier for payment.

_____ **Possession of Cremated Remains:** The purchaser authorizes the Provider to take possession of the cremated remains of the recipient. The Provider will retain the cremated remains for one year from the date of cremation. If the cremated remains are not claimed within one year, the Provider may inter them in a cemetery, including in a common lot for which the cemetery is the interment rights holder.

Initial

Licensee (Print)	Lic #	Date	Purchaser (print)	Date
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Signed	Date	Purchaser (sign)	Date
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_____ **Contract:** The purchaser acknowledges having received a copy of this contract.

Initial