

**ICCFA CREDIT EXCHANGE PLAN
SERVICE CONTRACT**

THIS CONTRACT dated this _____ day of _____, 20__ by and between ICCFA Service Bureau, Inc. (ICCFASB), a Virginia non-stock corporation, with offices at 107 Carpenter Drive, Suite 100, Sterling, Virginia 20164-4468 and _____ located at _____ ("Member"),

WITNESSES THAT:

WHEREAS, ICCFASB is a corporation organized pursuant to the Virginia Non-Stock Corporation Act for the purpose of providing its members with a program to permit the transfer of credit for the purchase of certain cemetery property and services by purchasers of its members from one of its members to another of its members;

WHEREAS, ICCFASB has developed and implemented such an exchange program for the benefit of its members ("ICCFA Credit Exchange Plan");

WHEREAS, Member has made application to become a member of the ICCFASB and ICCFASB has approved such application;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICCFASB agrees to make available and Member agrees to participate in the ICCFA Credit Exchange Plan on the following terms and conditions:

1. Member shall annually pay dues to ICCFASB in an amount as determined by a uniform membership dues schedule adopted by the Board of Directors of ICCFASB.
2. Member accepts the terms and conditions of the ICCFA Credit Exchange Plan as attached hereto and by reference made a part of this contract. Member agrees and understands that upon termination of his membership in ICCFASB for any reason, that Member shall not further participate in the ICCFA Credit Exchange Plan from date of such termination except that Member shall honor all outstanding obligations and undertakings incurred by Member during the term of its membership in ICCFASB and participation in the ICCFA Credit Exchange Plan.
3. This agreement is non-assignable and cannot be transferred or assigned by the owner/manager of Member to any person or subsequent owner of Member's cemetery. Member understands and agrees that Member is solely liable for all obligations under this agreement, which includes honoring all transfer privileges purchased by Member's purchasers while Member participated in the Plan. Thus, Member may want to include the assumption of this obligation as a condition of sale or transfer of ownership. In the event that the ownership of Member changes hands, this agreement shall terminate except for the continuing obligations as specified in paragraph number two. The new ownership must submit an application for membership to extend the Cemetery's participation in this Plan.
4. ICCFASB shall provide to Member by written notice forty-five (45) days prior to the effective date of any change, amendment, or modification to the ICCFA Credit Exchange Plan the pertinent information of such modification or change. Member shall adhere to any change, modification, or amendment to the ICCFA Credit Exchange Plan provided that Member shall have the right to terminate its membership in ICCFASB and its participation in the ICCFA Credit Exchange Plan by providing ICCFASB thirty (30) days written notice, by Registered Mail, of such termination.
5. Member shall not accept any money, fee, or other charge from the consumer for making known the availability of this service, or for assisting consumer in making a transfer. Member is not authorized to act as an agent or representative of ICCFASB.
6. Member understands and agrees that any default of its obligations and/or duties under this contract or the ICCFA Credit Exchange Plan, as attached hereto, and made part of this agreement, shall be the basis for termination of its membership in ICCFASB. Member also agrees to indemnify and hold harmless the ICCFASB, its agents or employees caused by Member's default of its obligations or duties under this contract or the ICCFA Credit Exchange Plan. In addition, Member further agrees to pay any attorneys' fees and court costs incurred by ICCFASB in any legal action brought by ICCFASB against Member for breach of any provision of this agreement.

IN WITNESS WHEREOF, the duly authorized representatives of ICCFASB and the Member have executed this Agreement on the day and year first above written.

ICCFA SERVICE BUREAU, INC.

By: _____
Authorized Signature

MEMBER

By: _____
Authorized Signature

APPLICATION FOR REGULAR MEMBERSHIP IN ICCFA CREDIT EXCHANGE PLAN

Name of Cemetery Applicant: _____
APPLICANT

Name of Person Designated
to Represent Cemetery: _____
INDIVIDUAL

Applicant's Mailing Address: _____

Applicant's Telephone No.: _____

Applicant's E-Mail Address: _____

The following information MUST BE PROVIDED in order that this application can be processed:

- | | | |
|---|--------------------------|--------------------------|
| 1. Please check: | Yes | No |
| a. Applicant provides interment services at its property? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Application provides entombment services at its property? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Applicant has endowment care fund which is maintained in compliance with the applicable laws of the state in which Applicant operates? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Applicant has merchandise trust fund which is maintained in compliance with the applicable laws of the state in which Applicant operates? (If state does not have merchandise trust law, put "N/A".) | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Applicant personalizes merchandise? | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Applicant transfers (i.e., initiates) credit for mausoleum crypts? | <input type="checkbox"/> | <input type="checkbox"/> |

2. Applicant sells (check as many as are applicable):
- | | |
|---|--|
| <input type="checkbox"/> Interment spaces | <input type="checkbox"/> Vaults/grave liners |
| <input type="checkbox"/> Mausoleum crypts | <input type="checkbox"/> Memorials |
| <input type="checkbox"/> Lawn crypts | <input type="checkbox"/> Markers |
| <input type="checkbox"/> Columbarium niches | <input type="checkbox"/> Other |

3. Provide any two of the three references listed below in regard to financial responsibility of Applicant (must provide name, mailing address, and telephone number of reference and name of individual to contact):

Bank where Applicant conducts business: _____

Local or state cemetery association: _____

Cemetery vendor or supplier: _____

Upon acceptance of Applicant as a regular member of the ICCFA Credit Exchange Plan, Applicant agrees to enter into the attached Service Contract with the ICCFA Credit Exchange Plan, which sets forth the terms and conditions of membership in the ICCFA Credit Exchange Plan. Furthermore, Applicant's membership shall be subject to the provisions of the Articles of Incorporation and Bylaws of the ICCFA Service Bureau, Inc. as adopted, and as may later be amended.

Should applicant not be accepted, Applicant shall be notified in writing, by Registered Mail, of such rejection and the notice shall set forth the reason(s) for rejection. Whereupon Applicant may request in writing a review hearing of such rejection before the Board of Directors of the ICCFA Credit Exchange Plan, which hearing shall be held within ninety (90) days of the date of receipt of such written request. The decision of the Board of Directors shall be final with respect to the acceptance of Applicant as a regular member of the ICCFA Credit Exchange Plan.

Cost of Membership in the ICCFA Credit Exchange Plan: \$129.

METHOD OF PAYMENT

Check (please make payable to ICCFA Service Bureau)
 Master Card Visa American Express Discover
 Card Number: _____ Expiration Date: _____ Security Code: _____
 Name of card: _____

Mail the completed and signed application form with payment to:
 ICCFA Credit Exchange Plan
 107 Carpenter Drive, Suite 100
 Sterling, VA 20164-4468

The Applicant by its authorized signature hereunder, this _____ day of _____, 20____, understands and agrees to the foregoing conditions and represents that all information submitted herein is accurate and correct to the best of its knowledge. Applicant authorizes representatives of the ICCFA Credit Exchange Plan to contact references listed herein for the purposes of verifying information provided herein and to determine the financial responsibility, qualifications, and ability of Applicant to carry out the terms and conditions of the Plan.

 TITLE