

**TERMS AND CONDITIONS
OF THE
ICCFA CREDIT EXCHANGE PLAN**

The terms and conditions of the ICCFA Credit Exchange Plan, as administered by the International Cemetery, Cremation and Funeral Association (ICCFA), are specifically incorporated as part of the member's service agreement, and Member agrees to honor all such terms and conditions.

The Credit Exchange Plan is an exchange plan service provided to the members of the ICCFA. Membership in the ICCFA Credit Exchange Plan is separate from membership in the ICCFA. Cemeteries must be members of the ICCFA Credit Exchange Plan to be able to offer the exchange plan service to their consumers. Any person who has paid in full for cemetery property on a preneed basis from a participating cemetery in the ICCFA Credit Exchange Plan and has permanently changed residence of 75 miles or more from the participating cemetery in which cemetery property is owned shall be entitled to receive dollar-for-dollar credit towards the purchase of cemetery property, cemetery services, and cemetery merchandise at a new participating cemetery of the Plan under the following conditions:

- 1) The ICCFA Credit Exchange Plan shall provide full dollar-for-dollar credit for cemetery property, cemetery services, and cemetery merchandise, excluding personalized merchandise, up to the maximum of \$6,000 per transaction for mausoleum crypts and up to \$3,500 for all other cemetery property. Each year the maximum limit will be reviewed by the ICCFA Board of Directors and adjusted accordingly in its sole discretion.
- 2) The preneed purchaser shall be given credit for the full amount paid for his original purchase (up to a maximum applicable limit), including the amount that has been set aside for the care fund. The transfer is provided at no cost to the consumer. Credit shall be allowed only for actual dollars paid and not for any discounts, allowance, finance charges, or sales tax. NO CASH REFUNDS to the transferring purchaser shall be made nor will the amount of credit received be adjusted for any increase in the value of the cemetery property.
- 3) The selling cemetery has the option at the time of sale as to whether the transfer privilege is available to purchasers of mausoleum crypts, but any such limitation is the responsibility of the cemetery to convey to the purchaser at the time of sale.
- 4) Personalized cemetery merchandise is defined as items that permanently bear the name of the purchaser and are, therefore, nonrecoverable by the transferring cemetery, unless the personalized cemetery merchandise is acceptable to the new cemetery. If it is acceptable, arrangements can be made to pack and ship the personalized merchandise to the new cemetery. However, the purchaser is expected to pay any shipping costs as well as the regular cost of installation at the new cemetery and any deposit required for the care fund as if the cemetery merchandise were purchased elsewhere.
- 5) The transferring purchaser shall pay any difference in the price between the transferred credit amount and the cemetery property, cemetery services, and cemetery merchandise being acquired in the new cemetery. In other words, the new cemetery is permitted to make another sale and collect the difference from the purchaser.
- 6) The transferring purchaser shall pay the amount required to be placed in the care fund of the new cemetery and applicable to the newly acquired cemetery items, regardless of whether it is on a percentage, square foot, or other basis.
- 7) The process of the transfer will differ depending on when the original purchase was made. Form #1, Request for Information, and Form #2, Report of Exchange Transaction, are to be used by the new participating cemetery for initiating a transfer-in. The Form #1 and Form #2 can be used for either lot or mausoleum exchanges. However, these forms are to be used only when the original purchase occurred prior to April 1, 1983, and limited to a ten-year period from the date of the consumer's purchase, and after December 31, 1988, with no time limit. Form #1 and #2 are not to be used if the original purchase occurred between April 1, 1983, and December 31, 1988. If the consumer purchased cemetery property from a participating cemetery during that time frame, the purchaser should have been issued a Credit Transfer Certificate by the original cemetery.
- 8) When a Credit Transfer Certificate is presented, the new cemetery shall secure and forward to the ICCFA all deeds, certificates, or other similar documents of ownership of property sold to the purchaser by the original cemetery. These documents should be obtained from the purchaser by the new cemetery at the time that the purchaser surrenders the Credit Transfer Certificate. These documents will not be surrendered by ICCFASB to the original cemetery until it has received a check for fifty percent (50%) of the transferred credit amount from the original cemetery. ICCFA will then transmit those funds to the cemetery receiving the exchange. Payment from the participating cemetery is to be received within thirty (30) days of the request for payment.
- 9) The right to invoke the ICCFA Credit Exchange Plan is restricted to the purchaser and may not be transferred. If the property which is the subject of a Credit Transfer Certificate is sold or otherwise transferred to another person, the Credit Transfer Certificate is void and neither the ICCFA nor any participating cemetery has any obligation to make or honor a transfer.

- 10) When the Forms #1 and #2 are to be used, the new participating cemetery would initiate the transfer by completing these forms as instructed. The new participating cemetery shall not surrender deeds, certificates, or other similar documents of ownership until a check for fifty percent (50%) of the transferred credit has been submitted by the original cemetery. Payment from the participating cemetery is to be received within thirty (30) days of the request for payment. The Forms #1 and #2 are available from the ICCFA for a nominal fee.
- 11) Whether a credit exchange has been initiated through a Credit Transfer Certificate as explained in paragraph 8, or through Forms #1 and #2 as explained in paragraph 10, the participating cemetery receiving the transfer agrees to provide a credit for the remaining fifty percent (50%) on behalf of the purchaser to give purchaser a credit of one hundred percent (100%) of his original purchase price.
- 12) Lawn crypts are subject to the \$3,500 limit on the amount of credit rather than the \$6,000 limit on mausoleum crypts.
- 13) Credit may only be given for cemetery property, cemetery services, and non-personalized cemetery merchandise. Credit is not given for funeral merchandise and services such as caskets and cremation. Burial vaults are considered to be cemetery merchandise.
- 14) A consumer who is fully paid up may make a credit transfer at any time after permanently moving his residence 75 miles or more from where the original purchase was made. There is no "cooling off" period required. A credit transfer may be made immediately. Because no transfer may take effect until the cemetery property, cemetery services, and cemetery merchandise have been fully paid for, the consumer may elect to pay the amount in full to effect a transfer at an earlier date and thus be protected against the possibility of future price increases.
- 15) The original cemetery is not obligated to pay more than fifty percent (50%) of the original purchase price.
- 16) Each participating cemetery member shall pay annual dues set by the Board of Directors of the ICCFA.
- 17) Each participating cemetery member shall provide each preneed purchaser with a Consumer Disclosure Statement at the time of sale. The Consumer Disclosure Statement explains to the purchaser the terms and conditions of the Plan. Copies of this Statement can be purchased for a nominal fee from the ICCFASB or duplicated at the cemetery's own expense.
- 18) The privilege of credit transfers does not apply to cemetery purchases made prior to the adoption of this Plan or prior to the out-going cemetery's enrollment in the Plan.
- 19) The terms and conditions of the NAC Lot and Mausoleum Crypt Exchange Dollar Credit Plans (former Plans) shall remain in effect through March 31, 1993, for cemetery property owners having the privilege of transfer prior to the implementation of the ICCFA Credit Exchange Plan. The ICCFA shall administer and supervise the former Plans until their expiration on April 1, 1993. (Cemeteries that participated in the former Plans are reminded that the privilege of transfer was limited to a ten-year period, with the time running from the date of the consumer's purchase.)
- 20) Persons desiring to make credit transfers must be eligible for purchase and interment under the dedication and rules and regulations of the new cemetery.
- 21) TRANSFERS CAN ONLY BE MADE INTO PARTICIPATING MEMBERS of the Plan. The ICCFA Credit Exchange Plan guarantees payment to the receiving cemetery to the full extent of the Guarantee Reserve Fund for purchases originally made on or after April 1, 1983, from participating members. The Plan does not guarantee transfers to a non-participating member.
- 22) The Credit Exchange Plan applies to preneed purchases only. If interments have been made in portions of the original interment space, a transfer can only be made on the remaining, unused spaces with the permission of the original cemetery in which the spaces are located.
- 23) The ICCFA may take appropriate legal action to ensure compliance with the terms and conditions of the ICCFA Credit Exchange Plan.
- 24) The ICCFA reserves the right to change the terms and conditions of the Credit Exchange Plan.