



Funeral Services Contract

Scarborough Muslim Association

2665 Lawrence Ave E, Toronto, ON, M1P 2S2, CA

Email: info@smaCanada.ca Tel: (416) 750-2253 Website: www.smaCanada.ca

Contract No: _____

Operator License #: XX-1525

Information

Name ("Deceased"): _____ Purchaser ("Next of kin"): _____
 0 _____
 Address: _____ Address: _____

 Date of birth: _____ Telephone: _____
 Place of death: _____ Email: _____
 Date of death: _____

Service

The structure of the fees are as follows:

Item	Adult		Child		Baby		Social Service		Totals
	Fee	Select	Fee	Select	Fee	Select	Fee	Select	
Pickup	250		250		200				0
Dropoff	250		250		200				0
Casket	250		75				200		0
Documentation and registration fees	150		75		100				0
Shroud and supplies	150		50				100		0
Washing							500		0
Facilitating and viewing							200		0
Long distance (\$250 + \$2.50/km)									0
Subtotal									0
Total									0

Activities

The day of the funeral will be on: _____ The Purchaser will pay an amount of: _____ 0 _____.

The Provider will pick up the body from: _____.

The Provider will drop-off the body to: _____.

Acknowledgement

I agree that I have read the terms and conditions as set out on the back of this page. I agree to give up the right to sue the Scarborough Muslim Association, their employees, and affiliates. I agree that I have read and agreed to the terms listed on the back of this page.

 Licensee ("Provider") (Print, sign, and date)
 License # 4747462

 Amount paid on signing

 Purchaser (Print, sign, and date)

Terms

Terms of Service: The Purchaser understands that the Scarborough Muslim Association (SMA) has full rights to change or restrict the terms of service. The Provider of the services will set the guidelines for the washing, prayers, viewing, attendees, and any additional arrangements in this regard. All instructions and rules must be followed. Any dispute will end this contract and SMA has full rights to restrict any service.

Payment Terms: The purchaser agrees to pay the amount owing on the day of the funeral. There will be no interest or penalties owing on late payments, however, the purchaser agrees to notify the funeral coordinator of any changes if they cannot pay on time.

Substitution: The Provider will make reasonable efforts to obtain and provide the services and supplies as agreed in this contract. If the provider is unable to provide a service or supply, the Provider will inform the Purchaser of a proposed substitution of equal or greater value. The Purchaser may cancel this entire contract in accordance with the Terms of Cancellation, or the Purchaser may cancel the unavailable supply or service. If the purchaser does not cancel the contract, the operator shall not increase the purchase price as a result of the substitution. By agreeing to this contract, the Purchaser understands this.

Cancellation Rights: If this contract 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 in accordance with the Act. 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 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 on the amount paid or that should have been earned on the amount paid if it had been deposited as required, and in some circumstances 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 on the amount paid or that should have been earned on the amount paid if it had been deposited as required. In some circumstances permitted by the Act, the Provider may retain the value of the services or supplies that have been delivered.

Viewing Rights: The Purchaser may wish to allow peers or others of the deceased to be seen. The Purchaser understands that SMA has full rights to restrict or change the viewing.

Acknowledgement

Initial

_____ **Legal Authority:** The Purchaser declared that he/she is legally authorized to make, or charged with the responsibilities for, the arrangements contained in this contract.

_____ **Consumer Information Guide and Price List:** The Purchaser acknowledges having received a copy of the (printed) Consumer Information Guide prepared by the Bereavement Authority of Ontario; **or**

_____ An electronic version (PDF) 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/>

_____ **Embalming:** Not Applicable.

_____ **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 and will pay the supplier directly for the supplies or services at the price in effect at the time the supplies or services are provided and agrees to save the Provider harmless from any claims by the third-party supplier for payment.

_____ **Liability:** By signing this contract, the Purchaser agrees to give up their right to sue the Scarborough Muslim Association, their employees, and affiliates.