

## 5-409. SAME — ON TERMINATION OF CONTRACT.

## (A) BY CANCELLATION.

(1) A BUYER MAY CANCEL A PRENEED BURIAL CONTRACT AS TO PRENEED GOODS NOT DELIVERED OR PRENEED SERVICES NOT PERFORMED IF THE BUYER:

(I) PERMANENTLY MOVES MORE THAN 75 MILES FROM THE CEMETERY SPECIFIED IN THE PRENEED BURIAL CONTRACT; AND

(II) GIVES TO THE SELLER WRITTEN NOTICE, UNDER OATH, OF THE MOVE AND INCLUDES THE BUYER'S NEW PERMANENT ADDRESS.

## (2) IN THAT EVENT:

## (I) THE SELLER SHALL CERTIFY TO THE TRUSTEE:

1. THE CANCELLATION OF THE PRENEED BURIAL CONTRACT;

2. THE AMOUNT OF THE REMAINING SPECIFIC FUNDS APPLICABLE TO THE PRENEED BURIAL CONTRACT; AND

3. THE NAME AND ADDRESS OF THE BUYER; AND

(II) THE TRUSTEE SHALL THEN PAY TO THE BUYER THE REMAINING SPECIFIC FUNDS AND ACCRUED INTEREST.

## (B) BY DEFAULT.

IF A BUYER DEFAULTS ON A PRENEED BURIAL CONTRACT AND, AS A RESULT, THE SELLER TERMINATES THE PRENEED BURIAL CONTRACT:

## (1) THE SELLER SHALL CERTIFY TO THE TRUSTEE:

(I) THE DEFAULT AND TERMINATION OF THE PRENEED BURIAL CONTRACT;

(II) THE AMOUNT OF THE SPECIFIC FUNDS; AND

(III) THE REASONABLE EXPENSES OF THE SELLER; AND

## (2) THE TRUSTEE SHALL THEN PAY:

(I) TO THE BUYER, THOSE SPECIFIC FUNDS AND ACCRUED INTEREST, LESS THE REASONABLE EXPENSES OF THE SELLER; AND

(II) TO THE SELLER, THE REASONABLE EXPENSES OF THE SELLER.

## (C) BY DORMANCY.