



Service Terms and Conditions

Effective Date: January 1, 2025

These Terms and Conditions ("Agreement") set forth the terms governing funeral staffing services ("Services") provided by Compassion Funeral Service, Inc. (an S-Corp, hereinafter referred to as "Compassion," "CFS," "Company," "we," "us," or "our"), along with our affiliates. By engaging our services, you ("Client") accept and agree to the terms outlined below.

Our Value Proposition: *Adapt for Survival in Today's Market*

In today's challenging funeral service landscape, every decision matters. Traditional staffing models that once worked for funeral homes are now a heavy financial burden. Funeral homes have limited opportunities to drive new sales because they are geographically locked, able to serve only as much as the local death rate allows. Entrepreneurs have two levers on the wild ride of business: drive sales, or cut expenses. For funeral homes, driving new sales is difficult, making expense reduction a vital strategy for survival.

Compassion Funeral Service offers a lifeline—an opportunity to turn fixed staffing costs into flexible, variable expenses. By working with us, you pay for the support you need only when you need it, helping you move away from the burden of maintaining full-time staff with all their associated direct and indirect costs. Staffing costs can be among a funeral home's largest expenses, and trimming these costs is crucial to stay competitive.

Consider the example of a 300-call funeral home that traditionally employs five full-time funeral directors. At an average cost of **\$75,000 per director**, the **\$375,000 annual burden** becomes a significant strain. Transitioning to Compassion Funeral Service's flexible staffing model could reduce these costs by over **\$250,000 annually**—a substantial savings that goes directly to your bottom line.

Compassion's Flexible Staffing Solution Provides:

- **On-Demand Support:** Only pay for services during peak times or when extra hands are needed.
- **Cost Efficiency:** Gain better control over your budget, *aligning expenses with actual revenue*.
- **Enhanced Quality of Life for Your Team:** Allow yourself and your directors to have a life again, knowing that Compassion is there to support your business when your team needs time off. Better quality of life means higher productivity and ensures a higher level of consistency in serving families. We cannot serve families well - if we don't serve ourselves.

The stakes are high. With shifting consumer preferences, growing competition, and escalating costs, the funeral industry faces a pivotal moment. Compassion Funeral Service offers a new path forward—one

that empowers you to protect your business, adapt to the times, and ensure service excellence. By partnering with us, you're not just choosing a service; you're choosing a strategic ally invested in your stability and success.

The terms outlined in this document assist us in assuring consistency and quality in the services we provide.

Note: We include this Strategic Value Proposition in our terms because we understand the unique pressures facing funeral homes today. Our goal is to be transparent about how Compassion Funeral Service aims to support your business—not just as a service provider, but as a partner in navigating an increasingly competitive and complex industry. We're here to offer solutions that align with your needs, safeguard your resources, and enable you to deliver outstanding care to the families you serve.

Client Initials: _____

1. Acceptance of Terms

The purpose of these Terms is to establish a clear and mutual understanding between our Clients and Compassion Funeral Service ("CFS"), ensuring we deliver consistent, dependable, and professional service. By setting these guidelines, we aim to represent your firm well and equip our care teams to support every family with the utmost Compassion.

These Terms also outline our shared responsibilities, including applicable laws and dispute resolution, to support a smooth and transparent partnership. By engaging our services, you agree to be bound by these Terms, which serve as the foundation of our relationship. If you have any questions or concerns, please reach out to us directly at (224) 616-7620.

Occasionally, we may need to adjust these Terms to reflect updated practices or policies. For any significant changes, we will notify you through the email you provided. By continuing to use our Services after any updates, you indicate your understanding and acceptance of the revised Terms.

This Agreement serves as a foundation of trust and cooperation, designed to support the highest standards as we serve families together.

2. Payment Terms

- **Billing:** Billing occurs weekly, with invoices sent to the email provided by the Client within 15 days of service. Payment is due upon receipt of the invoice.
- **Grace Period:** A 15-day grace period is provided from the invoice date, during which no late fees will apply.
- **Early Payment Discount:** To thank clients for prompt payment, we offer a 1.5% discount on the total invoice if payment is received within 15 days of service.
- **Late Fees:** Payments not received within 30 days of service will incur a late fee of 5% of the invoice.

- **Compounding Interest:** If payment remains outstanding beyond 60 days, a compounded monthly interest rate of 7% will be applied to the total unpaid balance per invoice until payment is received. This rate is established as an incentive for timely payment and does not reflect any bank lending rates or financing. For reference, the prime interest rate at the creation of these Terms and Conditions is [7.75%]. Compassion Funeral Service does not provide lending or banking services.
 - **Reach Out Clause:** We understand that unforeseen circumstances may occasionally delay payment. If you anticipate difficulty paying within the timeframe outlined, please reach out to us at billing@compassionfs.com or (224) 616-7620 to discuss potential options before late fees are applied.
 - **Collection Costs:** If an account is referred to collections, the Client will be responsible for all related costs, including attorney fees, court fees, and filing fees.
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Section 1 & 2 Acknowledgement: *Acceptance of Terms & Payment Terms*

Client Initials: _____

3. Pricing Adjustments

- CFS reserves the right to adjust prices periodically. Clients will be informed of any changes at least 30 days before the new rates take effect.
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4. Standardized Care Procedures

- **Identification & Chain of Custody:** Compassion Care teams verify the deceased's identity at the scene and document the chain of custody, with a point of contact present to confirm identification and sign off on the inventory.
- **Remains Identification:** Each decedent transported by Compassion will be identified with an I.D. tag on the left ankle of the deceased. The name will be verified by a point of contact on scene before being placed on the remains. A unique identifying number will also be added to the I.D. tag as a secondary verification procedure. If the point of contact on scene is comfortable, they will watch the placement of the I.D. tag onto the body to eliminate any potential for misidentification.
- **Additional Documentation:** Where possible, Compassion Care teams will also record the time of death and relevant medical contacts to assist in the death certification process.

Note: CFS follows strict identification protocols to minimize risks but cannot be held liable for any misidentification if protocols are followed correctly.

Section 3 & 4 Acknowledgement: *Pricing Adjustments & Standardized Care Procedures*

Client Initials: _____

5. Representation

- Compassion Care teams present themselves as representatives of your firm when interacting with families unless instructed otherwise by the Client.
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6. Mileage Charges (Applicable to Full Outsourcing Package)

- Mileage charges are waived for Clients who engage Compassion Funeral Service for all removal services within our standard service area.
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Section 5 & 6 Acknowledgement: *Representation & Mileage Charges*

Client Initials: _____

7. Hours of Operation

- **24/7 Service:** Compassion Funeral Service operates 24/7, including weekends and holidays, to support our partners' needs.
- **Free Code Red Forwarding:** As an additional benefit to our clients, we offer complimentary code red forwarding services, allowing your team to rest and enjoy uninterrupted personal time.

Note: Code Red Phones Forwarding refers to CFS taking first call or death messages from your answering service. Pricing calls, and general inquiry calls are not included, but may be covered with advance notice and proper planning.

8. Cancellation Policy

- **Removals:** Cancellations made more than 20 minutes after dispatch incur a charge for the service.
 - **Other Services:** Livery, Funeral Directing, or Airport service cancellations made less than 24 hours before the scheduled time incur the full listed price.
 - **Refund Policy:** Payments for canceled services are non-refundable once the dispatch has occurred.
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Section 7 & 8 Acknowledgement: *Hours of Operation & Cancellation Policy*

Client Initials: _____

9. Embalming Policies

- **Facility Usage:** Embalming performed at the Client's facility utilizes Client-supplied equipment and materials. To ensure consistent standards, CFS reserves the right to refuse service if the facility is deemed unsafe, lacking necessary materials, or not properly ventilated or maintained.
 - **Our Facilities:** For embalming performed at our facility, we will use our own instruments, equipment, and supplies, with the associated costs covering these resources.
 - **Prep-Room Management and Inventory:** As an additional perk, clients can opt for our Prep-room Inventory Management Services through the Full Outsourcing Embalming Package.
 - **Documentation:** A handwritten embalming report will accompany the remains, and a digital copy will be kept on file for the Client.
 - **Teaching Opportunities:** Apprentices or those seeking professional development may be present during embalming services.
 - **Post-Embalming Care:** Clients are encouraged to monitor embalmed bodies daily to ensure proper post-embalming care.
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10. Punctuality

- **Removals:** Compassion strives to arrive within 60-90 minutes for urgent removals. Any delays will be promptly communicated. For non-urgent services (e.g., hospital or coroner removals), the timeframe is likely the same but is not guaranteed.
- **Communication:** We respectfully request that a contact name and number of a point of contact on scene is relayed to our dispatch team at the time of contact. Our care teams will remain in contact with this person to ensure clarity on arrival times.
- **Embalming:** Embalmings are a priority, but the flexible nature of our services calls for prioritization of time-critical services. Requests for embalming may not fall within the 60–90-minute timeframe.

Note: During times of inclement weather, communication is increased and guaranteed timeframes are removed. Our number one priority during bad weather or dangerous road conditions is the safety of our team and the descendants in our care. Should we have the contact information to the family we are serving, they will be updated regularly to ensure them, the care of their loved ones is our utmost priority. There will be no question of when we will arrive. Updates will also regularly be relayed to Clients.

Section 9 & 10 Acknowledgement: *Embalming Policies & Punctuality*

Client Initials: _____

11. Important Information and Client Responsibilities

To ensure smooth and safe service, Clients are expected to gather all required information from the CFS Client First Call Sheet. The following are some key points:

- **Clearance:** Confirm that the deceased is cleared for removal (e.g., by the Coroner or M.E.).
- **Weight and Conditions:** Verify the weight (approximations such as “average” are not accepted) and any special considerations (e.g., communicable diseases, decomposition, bodily fluids).
- **Obstacles:** Notify CFS of any obstacles that may affect removal (e.g., stairs, narrow spaces, family dynamics).
- **Holds:** Ensure there are no holds on the remains for entities like the Coroner, M.E., Gift of Hope or Everight.
- **Documentation:** Ensure all necessary paperwork is sent to Compassion prior to calling our team.

Note: Compassion Funeral Service can connect with families, hospitals, or other entities to gather and confirm the information above, but there will be an additional charge of \$200 for the added time and effort. This information is vital to ensure we are well prepared to serve and represent you well and is easily obtained when gathering information for a first call.

12. Livery, Funeral Directing, and Airport Runs

- **24-Hour Notice:** To ensure availability, Clients must provide at least 24 hours’ notice for livery, funeral directing, and airport services.
- **Prioritization Fee:** If services are requested with less than 24 hours’ notice and can be accommodated, a prioritization fee of \$100 may apply.
- **Cancellation Fee:** Cancellations of these services with less than 24 hours’ notice will incur the full-service charge.

Section 11 & 12 Acknowledgement: *Important Information and Client Responsibilities & Livery, Funeral Directing, and Airport Runs*

Client Initials: _____

13. Non-Solicitation

- At Compassion Funeral Service, we credit our success to the collective dedication of our entire team. We are committed to creating a supportive and thriving workplace for each team member, carefully selecting and vetting staff to ensure they represent both our standards and your firm’s needs with consistency and quality.

In a dynamic and highly competitive job market, we recognize that opportunities can arise for our employees both within and outside our organization. We fully support our employees' professional growth and do not restrict their career paths. However, to maintain a respectful and productive work environment, we ask that our clients do not directly approach our employees with employment offers during their service under the Compassion Funeral Service banner. Similarly, we commit to not soliciting staff from our clients.

Clients agree to refrain from soliciting, hiring, or contracting any CFS employee directly for employment for a period of one year following the conclusion of our Agreement. This policy aims to honor the integrity of our relationship with both our clients and our team members while respecting each individual's career autonomy.

14. Liability and Indemnification

- Compassion Funeral Service (CFS) will take all reasonable precautions to perform services with the utmost professionalism and respect. The Client agrees to indemnify and hold CFS harmless from any claims, damages, or liabilities that do not arise from services performed directly by CFS. CFS will provide a Certificate of Insurance and will list Client as certificate holder, to ensure proper liability coverage.

Scope of Work

- All CFS staff will undergo a rigorous screening process and formal orientation, which includes training on all established standard operating procedures (SOPs) and will shadow experienced team members. Additionally, all staff members will hold valid driver's licenses, and those performing the duties of a Funeral Director or Embalmer will maintain valid state licensure. No CFS staff member will be permitted to perform tasks on behalf of the Client without proper training and credentials.

CFS is committed to delivering quality and professional services. If a family is dissatisfied with any aspect of CFS's services due to shortcomings in quality, timeliness, or staff presentation, the Client will not be charged for the service in question. Client will relay any positive feedback received by families to CFS.

Equipment Maintenance and Professional Presentation

- To ensure the safe and dignified transfer of descendants, CFS conducts regular maintenance on all equipment, including mortuary cots, soft cots, and vehicles. Maintenance covers both functionality and aesthetic appearance, ensuring all equipment is clean and uniform. CFS is dedicated to presenting a professional and seamless representation of the Client's services.

Standard Operating Procedures and Documentation

- CFS follows regimented SOPs and comprehensive documentation processes to ensure accountability and reduce liability:

Identification: Every decedent transported will be tagged with an identification band which will be placed on their left ankle.

Personal Effects Inventory: A personal effects inventory form will accompany the decedent in both physical and electronic formats.

Embalming Cases: The same documentation standards will apply to embalming cases to ensure accuracy and reduce liability. Thorough embalming reports will be provided for every case handled by CFS.

All processes above will ensure the safe, respectful, and professional handling of every decedent entrusted to CFS while limiting liability for both parties

Section 13 & 14 Acknowledgement: *Non-Solicitation & Liability and Indemnification*

Client Initials: _____

15. Unexpected Events

- Neither party shall be held liable for delays or failure in performance due to circumstances beyond their control, including natural disasters, inclement weather, government actions, pandemics, or any other force majeure event.
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16. Confidentiality

- Both parties agree to maintain the confidentiality of proprietary or sensitive information shared during the course of this agreement. This clause shall survive the termination of this agreement.
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Section 15 & 16 Acknowledgement: *Unexpected Events & Confidentiality*

Client Initials: _____

17. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.
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18. Dispute Resolution

If any disputes arise, we commit to addressing them in a fair, timely, and cost-effective manner.

- **Informal Resolution:** Both parties agree to try to resolve disputes informally through direct discussion.
 - **Arbitration:** If unresolved, disputes will be resolved through binding arbitration in McHenry County, Illinois, with rules set by the AAA.
 - **Individual Claims Only:** Arbitration is limited to individual claims only, and class or representative actions are waived.
 - **Costs and Fees:** Each party will bear its own costs unless the arbitrator finds the claim or defense frivolous.
 - **Exclusions:** This does not prevent either party from seeking equitable or injunctive relief.
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Section 17 & 18 Acknowledgement: *Governing Law & Dispute Resolution*

Client Initials: _____

19. Entire Agreement

- This Agreement constitutes the entire understanding between the parties, superseding all prior agreements. Amendments must be in writing and signed by both parties.
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20. Severability

- If any provision of this Agreement is found to be void, invalid, or unenforceable, that provision will be severed, and the remainder of this Agreement will continue in effect as valid and enforceable.
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Section 19 & 20 Acknowledgement: *Entire Agreement & Severability*

Client Initials: _____

21. No Waiver

- If CFS does not exercise or enforce any legal right or remedy provided by these Terms or under Applicable Law, this will not constitute a formal waiver of CFS's rights or remedies.
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22. Reservation of Rights and Feedback

- All rights to CFS's services, trademarks, and brand assets remain with CFS. Any feedback provided may be used by CFS without obligation.
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Section 21 & 22 Acknowledgement: *No Waiver & Reservation of Rights and Feedback*

Client Initials: _____

Acknowledgment and Acceptance

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. This agreement of Terms and Conditions does not constitute an agreement for Client to use Compassion for all services or to use Compassion exclusively; however, Compassion does offer aggressive pricing incentives for volume or the use of multiple services.

Contact Information:

Compassion Funeral Service, Inc.
6606 Waterford Drive, McHenry, IL 60050
(224) 616-7620
compassionfs@outlook.com
www.compassionfs.com

Client Acknowledgment and Signature

By signing below, the Client confirms that they have read, understood, and agree to the terms and conditions of this Agreement.

Client Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Billing Email: _____

Compassion Funeral Service Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Email: _____

Agreement Start Date: January 22, 2026