



Effective Date: August 1, 2026

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.

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: Compassion Funeral Service, Inc. generally processes billing weekly. Invoices will be sent electronically to the Compassion Client portal using the billing contact designated by the Client.

Payment Terms: Payment is due within fifteen (15) calendar days of the invoice date ("Net 15"). As a courtesy, Compassion Funeral Service provides an additional fourteen (14) calendar day grace period. No interest or late charges will accrue during the grace period.

Past-Due Accounts: Any invoice that remains unpaid thirty (30) calendar days after the date services were performed will be considered past due. Beginning on the thirty-first (31st) day following the date of service, the unpaid balance will accrue simple interest at the rate of nine percent (9%) per annum, or the maximum rate permitted by applicable law, whichever is less. Interest shall be calculated only on the unpaid principal balance and shall not compound.

Billing Questions: Any billing questions or disputes should be submitted in writing within ten (10) calendar days of the invoice date. The Client agrees to timely pay all undisputed portions of any invoice while the disputed portion is reviewed. Any billing questions should be directed to our Accounts Receivable department at billing@compassionfs.com.

Delinquent Accounts: If an account becomes past due, Compassion Funeral Service may, upon notice to the Client:

- Place the account on credit hold.
- Suspend acceptance of additional non-emergency assignments until the account is brought current.
- Require payment in advance, ACH, or other approved payment methods for future services.
- Revoke any discretionary credit terms, membership pricing, or other account privileges for future services.
- Refer the account to legal counsel or a third-party collection agency.

Collection Costs: To the fullest extent permitted by law, the Client agrees to reimburse Compassion Funeral Service for reasonable costs actually incurred in collecting delinquent balances, including reasonable attorney's fees, court costs, filing fees, and collection agency fees.

Payment Arrangements: Clients anticipating difficulty making timely payment are encouraged to contact our billing department before the account becomes past due. Any payment arrangement must be approved in writing by Compassion Funeral Service and does not waive any rights regarding the remaining balance or future invoices.

3. Pricing Adjustments

- **Pricing and Rate Adjustments:** The Client agrees to pay the rates in effect on the date each service is performed. Compassion Funeral Service, Inc. may periodically revise its rates, fees, mileage charges, membership pricing, or other service charges to reflect changes in operating costs, labor, insurance, fleet expenses, market conditions, or the scope of services provided.

Unless otherwise required by an existing written agreement, revised pricing may be communicated through an updated price list, account notice, invoice notice, email, client portal, or other written

communication. Revised rates will apply only to services performed on or after the stated effective date.

Continued use of Compassion Funeral Service after the effective date of revised pricing constitutes acceptance of the updated rates. A pricing adjustment does not modify any other provision of these Terms and Conditions.

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.

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

Mileage charges will be assessed in accordance with the Client's applicable pricing schedule or service agreement.

Certain Clients may receive waived or reduced mileage charges as part of a separately negotiated pricing arrangement, volume agreement, membership program, or other written agreement. Unless expressly provided in writing, standard mileage charges shall apply.

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.

Code Green and Yellow – Pricing calls, and general inquiry calls are not included, but may be covered with advance notice and proper planning. There

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.

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.

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.

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.
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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

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.

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.

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.

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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19. Entire Agreement

- Except as otherwise provided in these Terms regarding updates by Compassion Funeral Service, amendments must be in writing.
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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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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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23. Compassion Trusted Partnership Program

Program Purpose: The Compassion Trusted Partnership Program ("CTPP") is designed to help Compassion Funeral Service, Inc. forecast anticipated service demand and plan staffing, scheduling,

training, fleet availability, and other operational resources. Participation allows Compassion to better identify the firms it regularly plans and staffs for while maintaining dependable service as demand and workforce conditions change.

Participation in the CTPP is not exclusive. Members remain free to use other service providers.

Member Benefits: Active CTPP members may receive benefits that include:

1. Preferred member pricing compared with Compassion's standard non-member pricing;
2. Priority consideration over non-member clients when Compassion is allocating available staffing and service capacity;
3. Complimentary admission to qualifying continuing-education programs hosted by Compassion Funeral Service;
4. Access to package pricing when available and applicable to the services requested; and
5. Other member benefits, programs, incentives, or service options that Compassion may periodically make available.

Membership does not guarantee that Compassion will accept or perform every requested assignment. All services remain subject to staffing availability, operational capacity, service-area limitations, safety considerations, weather, extraordinary circumstances, and the terms applicable to the requested service.

Membership Contribution and Account Credit: Membership contributions will be charged in accordance with the member's selected monthly or annual enrollment option. Except as otherwise disclosed in writing, membership contributions are credited to the member's Compassion billing account and may be applied toward eligible services.

Membership contributions and account credits have no cash value, are not refundable except where required by law, and may not be transferred to another person or account without Compassion's written approval. The application, expiration, and treatment of unused credits will be governed by the applicable CTPP Membership Agreement and Compassion's current program policies.

Automatic Renewal: CTPP membership automatically renews on a month-to-month basis unless the member is enrolled under a separately stated annual term or either party provides notice of termination in accordance with the applicable CTPP Membership Agreement.

Program Pricing and Changes: Membership contribution amounts, member rates, package rates, program benefits, eligibility requirements, and other CTPP terms are subject to periodic change. Compassion may provide notice of changes through email, an updated price list, the client portal, an invoice notice, or another written communication.

Unless otherwise stated, updated membership contributions, rates, or benefits will apply prospectively beginning on the effective date identified in the notice. Continued participation in the CTPP after the effective date constitutes acceptance of the updated program terms, subject to any termination rights provided under the applicable Membership Agreement.

Account Standing: CTPP benefits are available only while the membership remains active and the client's account is in good standing. Compassion may suspend member pricing, priority consideration, package access, or other program benefits if required ACH payments are rejected, the account becomes delinquent, or the member otherwise fails to comply with the applicable Membership Agreement or these

Terms and Conditions. Compassion reserves the right to modify, suspend, or discontinue the CTPP at its discretion upon written notice.

Controlling Agreement: Enrollment in the CTPP may require execution of a separate Membership Agreement and completion of Compassion's approved ACH enrollment process. If there is a conflict between this section and a signed CTPP Membership Agreement, the signed Membership Agreement will govern with respect to membership enrollment, contributions, credits, renewal, and termination.

24. Electronic Communications

Electronic Communications. The Client agrees that Compassion Funeral Service may provide invoices, notices, updated pricing, revised Terms and Conditions, and other communications electronically through email, the Client Portal, or other electronic means designated by the Client. Electronic delivery shall constitute written notice under this Agreement.

Acceptance of Terms

These Terms and Conditions govern all services provided by Compassion Funeral Service, Inc. By requesting, scheduling, authorizing, or accepting any service from Compassion Funeral Service on or after the effective date of these Terms and Conditions, the Client acknowledges that it has had the opportunity to review these Terms and agrees to be bound by them.

Compassion Funeral Service may update these Terms and Conditions from time to time. Updated Terms may be provided by email, through the Client Portal, posted on Compassion's website, included with invoices, or otherwise made available in writing. Unless otherwise stated, revised Terms become effective upon the date identified in the notice.

The Client's continued request for or acceptance of services after the effective date of any revised Terms constitutes acceptance of the revised Terms.

Contact Information:

Compassion Funeral Service, Inc.
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(224) 616-7620
compassionfs@outlook.com
www.compassionfs.com