

**IRREVOCABLE FUNERAL
TRUST AGREEMENT
(For State and Federal Entitlement Programs Only)**

This is to certify that _____,
(Beneficiary)

SS# _____, has received, applied for, or intends to apply to be an aged, blind or disabled recipient of benefits pursuant to the Federal Supplementary Security Income Program under Title XVI of the Social Security Act or other federal or state entitlement programs.

It is hereby agreed by the undersigned parties and understood and acknowledged by said beneficiary or grantor that:

1. The money paid to the undersigned funeral home, intended to pay for funeral arrangements of the beneficiary pursuant to a prearranged funeral agreement, contract or plan dated _____, 20 ____ and deposited by said funeral home (as agent) in a Kentucky bank, savings and loan, or credit union (Bank) as Trustee constitutes an **irrevocable** trust fund during the lifetime of the beneficiary. This **irrevocable** funeral trust agreement forms a part of the said prearranged funeral agreement, contract or plan.
2. If for any reason the beneficiary or grantor fails to apply for entitlement benefits within thirty (30) days from the signing of this Agreement, fails to receive, or otherwise becomes ineligible for entitlement benefits, then this trust shall be a **revocable** trust.
3. The **irrevocable** trust established pursuant to this agreement shall not affect the selection of funeral goods or services or the selection of the funeral home. At any time the beneficiary or grantor of this irrevocable trust may, by written request to the funeral home (as agent) and trustee (Bank), change the funeral home, trustee or both.
4. By signing this Agreement, the beneficiary or grantor gives authorization to the funeral home and the Attorney General, Commonwealth of Kentucky, to access the appropriate records to ensure compliance with KRS Chapter 367.

**MEANING OF
IRREVOCABILITY**
The Acceptance of this Agreement creates an IRREVOCABLE TRUST which means that except as provided in Paragraph 2, any refund, withdrawal or other disposition of the deposits on account plus accrued interest, for any purpose, will be and must be refused by the Funeral Director, The Trustees, the Trust Fund, and any Officer, Employee or Agent.

Signed: _____
BENEFICIARY OR GRANTOR

Name of Funeral Home
_____, Kentucky _____
City Zip Code

By: _____
(Authorized Representative of Funeral Home)

Date

THIS FORM MUST BE MAINTAINED IN THE FILES OF THE FUNERAL HOME AS AGENT

This form is approved by the OAG pursuant to KRS Chapter 367. Changes in federal law may affect this Agreement.