

566A.2B Interment rights agreement requirements contents.

An agreement for interment rights under this chapter must be written in clear, understandable language and do all of the following:

1. Identify the seller and purchaser.
2. Identify the salesperson.
3. Specify the interment rights to be provided and the cost of each item.
4. State clearly the conditions on which substitution will be allowed.
5. Set forth the total purchase price and the terms under which it is to be paid.
6. State clearly whether the agreement is a revocable or irrevocable contract, and, if revocable, which parties have the authority to revoke the agreement.
7. State the amount or percentage of money to be placed in the cemetery's perpetual care and maintenance guarantee fund.
8. Set forth an explanation that the perpetual care and maintenance guarantee fund is an irrevocable trust, that deposits cannot be withdrawn even in the event of cancellation, and that the trust's income shall be used by the cemetery for its maintenance, repair, and care.
9. Set forth an explanation of any fees or expenses that may be charged.
10. Set forth an explanation of whether amounts for perpetual care will be deposited in trust upon payment in full or on an allocable basis as payments are made.
11. Set forth an explanation of whether initial payments on agreements for multiple items of funeral and cemetery merchandise or services, or both, will be allocated first to the purchase of a grave, niche, columbarium space, or mausoleum space. If such an allocation is to be made, the agreement shall provide for the immediate transfer of such interment rights upon payment in full and prominently state that any applicable trust deposits under chapter 523A will not be made until the cemetery has received payment in full for the interment rights. The transfer of an undeveloped space may be deferred until such space is ready for burial.
12. If the transfer of an undeveloped space will be deferred until the space is ready for burial as permitted in subsection 11, the agreement shall provide for some form of written acknowledgment upon payment in full, specify a reasonable time period for development of the space, describe what happens in the event of a death prior to development of the space, and provide for the immediate transfer of the interment rights when development of the space is complete.
13. Specify the purchaser's right to cancel and the damages payable for cancellation, if any.
14. State the name and address of the commissioner.