

(b) For purposes of this section pre-need contracts are defined to include the entering into of any contract, plan or agreement wherein a seller agrees to furnish to or for the use of a living person at the future time of death embalming, cremating, or other services and/or the delivery of funeral or burial caskets, vaults, and clothing such as are normally furnished by licensed funeral directors and embalmers in the ordinary and normal course of such business. This section shall not apply to the sale of cemetery lots, gravesites, mausoleums, ~~or monuments~~ LAWN CRYPTS, VAULTS, OR OTHER MERCHANDISE OR SERVICES SOLD BY OTHERS NOT IN CONNECTION WITH THE PRACTICE OF THE PROFESSION OF A FUNERAL DIRECTOR AND EMBALMER.

(c) A pre-need contract shall be executed in duplicate. A signed copy shall be given to the purchaser which shall contain (1) the names of the parties including any person who is to receive, upon his death, the benefits of the services, burial merchandise and vault contracted for, if said person is other than the purchaser, (2) the total price agreed upon, (3) the method of payment of purchase price, (4) a description of the services, burial merchandise and vault to be furnished.

(d) All funds paid under a pre-need contract shall be deposited in an escrow or trust account by the seller within 10 days of receipt in a bank, trust company, or savings and loan association with deposits insured by an agency of the United States Government and/or an agency of the State of Maryland.

No savings institution or corporate trustee shall be responsible for application of pre-need contract trust funds. Interest or dividends on pre-need trust account shall be deemed to belong to the purchasers. Nothing in this section shall be construed to require more than one pre-need trust account for any funeral director and embalmer so long as the balance on deposit equals the total amount of all pre-need contract payments and interest which the seller is obligated to retain on deposit pursuant to this section.

The seller shall refund all amounts paid under the pre-need contract upon the written demand of the purchaser or his legal representative, with interest or dividends thereon, in which event the pre-need contract between the parties shall terminate. Upon payment of such refund to the purchaser or the purchaser's legal representative the seller should be absolved from any further liability under the pre-need contract.

(e) Notwithstanding any contract provision to the contrary, no seller shall be authorized to withdraw any money from any particular purchaser's account until the services and burial merchandise have been furnished as agreed in the pre-need contract. In the event that the seller's business is discontinued or for any reason the seller is unable to perform under the terms and conditions of the pre-need contract, the balance on deposit shall be promptly refunded to the purchaser or the purchaser's legal representative.

In the event that the purchaser is unable to or for any reason fails to pay the entire price due before death, the seller may consider the pre-need contract as voided subject to return in full of all payments and interest on deposit with him.