



Garden Spot of Colorado

807 Mountain Avenue | PO Box 1229 | Berthoud, CO 80513 | O: 970.532.2643 | E: wmoore@berthoud.org

Green Lawn Cemetery

Town of Berthoud, Counties of Larimer and Weld, State of Colorado
Cemetery Deed Transfer

I/We _____, the undersigned and being the original owner/heir(s) of
(Print Name(s))

Section: _____ Block/Row: _____ Space/(s): _____

In the Green Lawn Cemetery, Berthoud, Colorado, do hereby transfer to:

Name (s): _____
(Print Name to be transferred to.)

Address: _____
(Address of the person deed is being transferred to.)

City: _____ State: _____ Zip Code: _____

This form is to be signed in front of a Notary. Do not sign before.

(Print Name)

(Print Name)

(Signature)

(Signature)

(Today's Date)

(Today's Date)

State of: _____
County of: _____
City of: _____

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§ _____

Subscribed and sworn to (or affirmed) before me this _____ Day of: _____ Year of: _____
(Month)

By: _____

(Printed Name of Notary)

(Signature of Notary)

Notary Stamp

My Commission Expires: _____

For office use only

Name of Town Employee _____

Payment Method:

Paid with CC: Date: _____
Paid with Check: Date: _____ Check #: _____
Paid with Cash: Date: _____ Receipt #: _____

Notes: _____

USE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

On (date), _____ ("Owner(s)") _____ transferred the property (the "Plot(s)") set forth in the attached Deed Transfer. The Plot(s) is located on property belonging to the Town of Berthoud ("Town"). Owner acknowledges and agrees to the following:

A. Use. Owner (s) fully understands and agrees that they must comply with Town cemetery rules, including rules regarding the placement of the specified type of headstones in the areas designated as flat marker headstones or upright marker headstones. Following are the rules regarding the placement of memorabilia in the sections North of section "G". Memorabilia can be placed on gravesites in the sections North of section "G" from October 1st- March 31st. No plantings, artificial flowers, potted plants, statues, vases or any other type of memorabilia is allowed from April 1st- September 30th. The only exception is Memorial Day, when memorabilia may be placed from three days before the holiday through the third day after the holiday. After that time, any memorabilia left at gravesites will be removed. The Town of Berthoud is not responsible for returning any items that have been left past the three day window or after March 31st. Fresh flowers can be place on grave sites; however, they will be swept into the grass and mowed over when mowing takes place. Owner (s) will update the Town of Berthoud anytime contact information changes. If a plot(s) is not transferred in a will, the surviving family members will have to provide paperwork showing that they are the only person(s) authorized to make any decision regarding the plot(s).

B. Assumption of Risk. Owner(s) fully understands and agrees that it shall be solely responsible for maintenance of, or improvements to, the Plot (s) and that the Town is not providing a warranty guarding against any damage to anything that Owner (s) places on the Plot. Owner acknowledges that they have been advised of the recommended standards for constructing headstones; the Town shall not be responsible for any damage resulting from the Owner(s) failure to comply with these recommended standards. Furthermore, The Town shall not be responsible for any damage to, leveling or replacement of, the headstone. Owner (s) voluntarily and without limitation or reservation agrees to assume these risks to the fullest extent.

C. Release and Indemnification. Owner's heirs, successors and assigns shall forever release, waive, discharge, relinquish and indemnify the Town from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by any person in any way connected to, related to the Plot (s), now and in the future regardless of any negligence of the Town.

By signing below, the undersigned represents that they are duly authorized to sign this Use, Waiver of Liability and Assumption of Risk Agreement.

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____